

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Amendment No. 1
to
Form S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CHS/Community Health Systems, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State of Incorporation)

8062
*(Primary Standard Industrial
Classification Code Number)*

76-0137985
*(I.R.S. employer
identification number)*

4000 Meridian Boulevard
Franklin, Tennessee 37067
(615) 465-7000

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Rachel A. Seifert
CHS/Community Health Systems, Inc.
Senior Vice President, Secretary and General Counsel
4000 Meridian Boulevard
Franklin, Tennessee 37067
(615) 465-7000

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

Copy to:

Joshua N. Korff, Esq.
Kirkland & Ellis LLP
Citicorp Center
153 East 53rd Street
New York, New York 10022
(212) 446-4800

Approximate date of commencement of proposed sale to the public: The exchange will occur as soon as reasonably practicable after the effectiveness of this registration statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
8 ⁷ / ₈ % Senior Notes due 2015	\$3,021,331,000	\$92,755(3)
Guarantees(2)	N/A	N/A

- (1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(o) promulgated under the Securities Act of 1933, as amended (the "Securities Act").
- (2) No separate consideration will be received for the guarantees, and no separate fee is payable, pursuant to Rule 457(n) under the Securities Act.
- (3) Previously paid.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities act of 1933, as amended, or until this Registration Statement shall become effective on such date as the commission, acting pursuant to said Section 8(a), may determine.

ADDITIONAL REGISTRANTS

Exact Name of Registrant as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.	Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices
Centre Hospital Corporation	AL	8062	20-4370931	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Cullman Hospital Corporation	AL	8062	63-1157234	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Foley Hospital Corporation	AL	8062	62-1811413	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Fort Payne Hospital Corporation	AL	8062	20-4370870	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Greenville Hospital Corporation	AL	8062	63-1134649	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Forrest City Arkansas Hospital Company, LLC	AR	8062	20-4217095	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Forrest City Clinic Company, LLC	AR	8062	20-5624608	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Forrest City Hospital Corporation	AR	8062	20-4216978	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Phillips Hospital Corporation	AR	8062	75-2976342	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Payson Hospital Corporation	AZ	8062	86-0874009	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Chesterfield/Marlboro, L.P.	DE	8062	59-3303026	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
CHHS Holdings, LLC	DE	8062	20-2189938	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Cleveland Regional Medical Center, L.P.	DE	8062	59-3215798	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Community GP Corp.	DE	8062	62-1648466	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Community Health Investment Corporation	DE	8062	76-0152801	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Community Health Systems, Inc.	DE	8062	13-3893191	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Community LP Corp.	DE	8062	62-1648206	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000

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Fallbrook Hospital Corporation	DE	8062	91-1918215	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Hallmark Healthcare Corporation	DE	8062	63-0817574	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Hospital of Barstow, Inc.	DE	8062	76-0385534	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Lancaster Hospital Corporation	DE	8062	57-1010381	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
National Healthcare of Cleveland, Inc.	DE	8062	62-1281627	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
National Healthcare of Cullman, Inc.	DE	8062	63-0928788	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
National Healthcare of Decatur, Inc.	DE	8062	63-0928790	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
National Healthcare of Hartselle, Inc.	DE	8062	63-0928787	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
National Healthcare of Leesville, Inc.	DE	8062	95-4066162	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
National Healthcare of Mt. Vernon, Inc.	DE	8062	58-1622971	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
National Healthcare of Newport, Inc.	DE	8062	71-0616802	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
NWI Hospital Holdings, LLC	DE	8062	20-8398145	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Pennsylvania Hospital Company, LLC	DE	8062	06-1694707	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Phoenixville Hospital Company, LLC	DE	8062	20-1055060	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Pottstown Hospital Company, LLC	DE	8062	06-1694708	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Ruston Hospital Corporation	DE	8062	20-8066937	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Ruston Louisiana Hospital Company, LLC	DE	8062	20-8066999	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000

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Watsonville Hospital Corporation	DE	8062	91-1894113	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Webb Hospital Corporation	DE	8062	20-0167530	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Webb Hospital Holdings, LLC	DE	8062	20-0167590	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Fannin Regional Hospital, Inc.	GA	8062	76-0350464	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Anna Hospital Corporation	IL	8062	36-4431843	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Galesburg Hospital Corporation	IL	8062	37-1485782	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Granite City Hospital Corporation	IL	8062	36-4460625	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Granite City Illinois Hospital Company, LLC	IL	8062	36-4460628	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Marion Hospital Corporation	IL	8062	37-1359605	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Red Bud Hospital Corporation	IL	8062	36-4444121	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Red Bud Illinois Hospital Company, LLC	IL	8062	36-4443919	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Waukegan Hospital Corporation	IL	8062	20-3978400	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Waukegan Illinois Hospital Company, LLC	IL	8062	20-3978521	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Hospital of Fulton, Inc.	KY	8062	61-1218106	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Hospital of Louisa, Inc.	KY	8062	61-1238190	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Jackson Hospital Corporation	KY	8062	61-1285331	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Farmington Hospital Corporation	MO	8062	20-4795037	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000

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Farmington Missouri Hospital Company, LLC	MO	8062	20-4795132	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Kirksville Hospital Corporation	MO	8062	36-4373298	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Moberly Hospital, Inc.	MO	8062	43-1651906	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Williamston Hospital Corporation	NC	8062	62-1749107	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Salem Hospital Corporation	NJ	8062	22-3838322	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Deming Hospital Corporation	NM	8062	85-0438008	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Roswell Hospital Corporation	NM	8062	74-2870118	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
San Miguel Hospital Corporation	NM	8062	74-2930034	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
CHS Holdings Corp.	NY	8062	13-3936167	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Hallmark Holdings Corp.	NY	8062	13-3936166	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Kay County Hospital Corporation	OK	8062	20-4052833	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Kay County Oklahoma Hospital Company, LLC	OK	8062	20-4052936	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
CHS Berwick Hospital Corporation	PA	8062	23-2975836	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Clinton Hospital Corporation	PA	8062	90-0003715	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Coatesville Hospital Corporation	PA	8062	23-3069798	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Northampton Hospital Corporation	PA	8062	52-2325498	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Sunbury Hospital Corporation	PA	8062	20-3346421	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000

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West Grove Hospital Corporation	PA	8062	25-1892279	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Brownsville Hospital Corporation	TN	8062	42-1557534	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Cleveland Hospital Corporation	TN	8062	62-1587878	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Dyersburg Hospital Corporation	TN	8062	42-1557536	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Hospital of Morristown, Inc.	TN	8062	62-1528689	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Jackson Hospital Corporation	TN	8062	42-1557525	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Jackson, Tennessee Hospital Company, LLC	TN	8062	42-1557540	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Lakeway Hospital Corporation	TN	8062	62-1564360	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Lexington Hospital Corporation	TN	8062	42-1557533	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Martin Hospital Corporation	TN	8062	42-1557527	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
McKenzie Hospital Corporation	TN	8062	42-1557531	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
McNairy Hospital Corporation	TN	8062	42-1557530	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Shelbyville Hospital Corporation	TN	8062	20-2909388	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Sparta Hospital Corporation	TN	8062	62-1587742	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Big Bend Hospital Corporation	TX	8062	75-2717545	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Big Spring Hospital Corporation	TX	8062	75-2574581	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Granbury Hospital Corporation	TX	8062	75-2682017	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000

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Jourdanton Hospital Corporation	TX	8062	74-3011840	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
NHCI of Hillsboro, Inc.	TX	8062	74-2425482	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Weatherford Hospital Corporation	TX	8062	20-5694260	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Weatherford Texas Hospital Company, LLC	TX	8062	20-5694301	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Tooele Hospital Corporation	UT	8062	87-0619248	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Emporia Hospital Corporation	VA	8062	54-1924866	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Franklin Hospital Corporation	VA	8062	52-2200240	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Petersburg Hospital Company, LLC	VA	8062	02-0691413	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Russell County Medical Center, Inc.	VA	8062	54-1594711	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Virginia Hospital Company, LLC	VA	8062	02-0691406	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Oak Hill Hospital Corporation	WV	8062	27-0003893	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
Evanston Hospital Corporation	WY	8062	83-0327475	4000 Meridian Blvd. Franklin, TN 37067 615-465-7000
QHG of Enterprise, Inc.	AL	8062	63-1159023	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG of Jacksonville, Inc.	AL	8062	62-1637909	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG of Springdale, Inc.	AR	8062	62-1755664	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Triad-El Dorado, Inc.	AR	8062	62-1628508	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Abilene Hospital, LLC	DE	8062	46-0496920	5800 Tennyson Parkway Plano, TX 75024 214-473-7000

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Abilene Merger, LLC	DE	8062	46-0496918	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Arizona DH, LLC	DE	8062	91-2065656	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
ARMC, LP	DE	8062	46-0496933	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Birmingham Holdings, LLC	DE	8062	20-3320362	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Bluffton Health System, LLC	DE	8062	62-1792272	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Brownwood Hospital, L.P.	DE	8062	62-1762521	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Brownwood Medical Center, LLC	DE	8062	62-1762523	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Carlsbad Medical Center, LLC	DE	8062	62-1762526	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Claremore Regional Hospital, LLC	DE	8062	62-1757649	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Clarksville Holdings, LLC	DE	8062	20-3320418	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
College Station Hospital, L.P.	DE	8062	62-1762360	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
College Station Medical Center, LLC	DE	8062	62-1762359	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
College Station Merger, LLC	DE	8062	62-1771861	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
CP Hospital GP, LLC	DE	8062	20-3904557	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
CPLP, LLC	DE	8062	20-3904614	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Crestwood Hospital LP, LLC	DE	8062	62-1762369	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Crestwood Hospital, LLC	DE	8062	62-1769644	5800 Tennyson Parkway Plano, TX 75024 214-473-7000

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CSMC, LLC	DE	8062	62-1762362	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
CSRA Holdings, LLC	DE	8062	20-5111915	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Deaconess Holdings, LLC	DE	8062	47-0890490	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Deaconess Hospital Holdings, LLC	DE	8062	20-2401268	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Desert Hospital Holdings, LLC	DE	8062	20-8111921	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Detar Hospital, LLC	DE	8062	62-1764943	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Dukes Health System, LLC	DE	8062	52-2379885	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Gadsden Regional Medical Center, LLC	DE	8062	63-1102773	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Greenbrier VMC, LLC	DE	8062	75-2887493	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
GRMC Holdings, LLC	DE	8062	20-8112090	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Hobbs Medco, LLC	DE	8062	62-1769641	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Las Cruces Medical Center, LLC	DE	8062	75-2905434	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Lea Regional Hospital, LLC	DE	8062	62-1760149	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Longview Merger, LLC	DE	8062	62-1769639	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
LRH, LLC	DE	8062	62-1762421	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Lutheran Health Network of Indiana, LLC	DE	8062	62-1762363	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Massillon Health System, LLC	DE	8062	34-1840860	5800 Tennyson Parkway Plano, TX 75024 214-473-7000

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Medical Center of Brownwood, LLC	DE	8062	62-1762425	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
MMC of Nevada, LLC	DE	8062	42-1543617	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Navarro Hospital, L.P.	DE	8062	62-1762428	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Navarro Regional, LLC	DE	8062	62-1762429	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
NRH, LLC	DE	8062	62-1762431	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Oregon Healthcorp, LLC	DE	8062	62-1769632	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Palmer-Wasilla Health System, LLC	DE	8062	62-1762371	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Quorum Health Resources, LLC	DE	8062	62-1742954	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Regional Hospital of Longview, LLC	DE	8062	62-1762464	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Russellville Holdings, LLC	DE	8062	62-1771866	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
SACMC, LLC	DE	8062	62-1762472	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
San Angelo Community Medical Center, LLC	DE	8062	62-1762473	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
San Angelo Hospital, L.P.	DE	8062	62-1762476	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
San Angelo Medical, LLC	DE	8062	62-1769697	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Southern Texas Medical Center, LLC	DE	8062	62-1769737	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
St. Joseph Health System, LLC	DE	8062	51-0382045	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Tennyson Holdings, Inc.	DE	8062	20-3943816	5800 Tennyson Parkway Plano, TX 75024 214-473-7000

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Triad Holdings III, LLC	DE	8062	75-2821745	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Triad Holdings IV, LLC	DE	8062	62-1766957	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Triad Holdings V, LLC	DE	8062	51-0327978	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Triad Healthcare Corporation	DE	8062	75-2816101	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Triad of Alabama, LLC	DE	8062	62-1762412	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Triad of Oregon, LLC	DE	8062	62-1761990	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Triad-ARMC, LLC	DE	8062	46-0496926	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Triad-Denton Hospital GP, LLC	DE	8062	75-2887764	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Triad-Denton Hospital, L.P.	DE	8062	75-2887765	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Triad-Navarro Regional Hospital Subsidiary, LLC	DE	8062	62-1681610	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
VHC Medical, LLC	DE	8062	62-1769671	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Vicksburg Healthcare, LLC	DE	8062	62-1752111	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Victoria Hospital, LLC	DE	8062	62-1760818	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Victoria of Texas, L.P.	DE	8062	62-1754940	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
WHMC, LLC	DE	8062	62-1762551	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Willamette Valley Medical Center, LLC	DE	8062	62-1762552	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Women & Children's Hospital, LLC	DE	8062	62-1762556	5800 Tennyson Parkway Plano, TX 75024 214-473-7000

<u>Exact Name of Registrant as Specified in its Charter</u>	<u>State or Other Jurisdiction of Incorporation or Organization</u>	<u>Primary Standard Industrial Classification Code Number</u>	<u>I.R.S. Employer Identification No.</u>	<u>Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices</u>
Woodland Heights Medical Center, LLC	DE	8062	62-1762558	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Woodward Health System, LLC	DE	8062	62-1762418	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG Georgia Holdings, Inc.	GA	8062	58-2386459	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG Georgia, L.P.	GA	8062	58-2387537	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
Frankfort Health Partner, Inc.	IN	8062	35-2009540	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
IOM Health System, L.P.	IN	8062	35-1963748	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG of Bluffton, Inc.	IN	8062	62-1792274	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG of Clinton County, Inc.	IN	8062	35-2006952	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG of Fort Wayne, Inc.	IN	8062	35-1946949	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG of Warsaw, Inc.	IN	8062	62-1764509	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG of Forrest County, Inc.	MS	8062	62-1704095	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG of Hattiesburg, Inc.	MS	8062	62-1704097	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
River Region Medical Corporation	MS	8062	62-1576702	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
NC-DSH, Inc.	NV	8062	88-0305790	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG of Barberton, Inc.	OH	8062	31-1472381	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG of Massillon, Inc.	OH	8062	31-1472380	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
SouthCrest, L.L.C.	OK	8062	62-1723864	5800 Tennyson Parkway Plano, TX 75024 214-473-7000

Exact Name of Registrant as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.	Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices
Triad-South Tulsa Hospital Company, Inc.	OK	8062	62-1678883	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG of South Carolina, Inc.	SC	8062	62-1587267	5800 Tennyson Parkway Plano, TX 75024 214-473-7000
QHG of Spartanburg, Inc.	SC	8062	57-1040117	5800 Tennyson Parkway Plano, TX 75024 214-473-7000

Name, address, including zip code, and telephone number, including area code, of agent for service

Rachel A. Seifert
CHS/Community Health Systems, Inc.
Senior Vice President, Secretary and General Counsel
4000 Meridian Boulevard
Franklin, Tennessee 37067
(615) 465-7000

EXPLANATORY NOTE

The sole purpose of this amendment is to file Exhibits 3.1 through 3.384, 5.1, 12.1, 21, 25.1 and 99.1

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 21. Exhibits and Financial Statement Schedules

Exhibit No.	Description
1.1	Purchase Agreement between the Registrant, Credit Suisse Securities (USA) LLC, Wachovia Capital Markets, LLC and Community Health Systems, Inc., dated on June 27, 2007 (incorporated by reference to Exhibit 1.1 to Community Health System Inc.'s Current Report on Form 8-K filed on July 3, 2007 (No. 001-15925)).
2.1	Agreement and Plan of Merger between FLCH Holdings Corp., FLCH Acquisition Corp. and Community Health Systems, Inc., dated on June 9, 1996 (incorporated by reference to Exhibit 2.1 to Community Health System Inc.'s Registration Statement on Form S-1 (No. 333-31790))
2.2	Agreement and Plan of Merger, dated as of March 19, 2007, by and among Triad Hospitals, Inc., Community Health Systems, Inc. and FWCT-1 Acquisition Corporation (incorporated by reference to Exhibit 2.1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed March 19, 2007 (No. 001-15925)).
3.1	Certificate of Incorporation of the Registrant†
3.2	By laws of the Registrant†
3.3.	Certificate of Incorporation of Centre Hospital Corporation†
3.4.	By-laws of Centre Hospital Corporation†
3.5.	Certificate of Incorporation of Cullman Hospital Corporation†
3.6.	By-laws of Cullman Hospital Corporation†
3.7.	Certificate of Incorporation of Foley Hospital Corporation†
3.8.	By-laws of Foley Hospital Corporation†
3.9.	Certificate of Incorporation of Fort Payne Hospital Corporation†
3.10.	By-laws of Fort Payne Hospital Corporation†
3.11.	Certificate of Incorporation of Greenville Hospital Corporation†
3.12.	By-laws of Greenville Hospital Corporation†
3.13.	Certificate of Formation of Forrest City Arkansas Hospital Company, LLC†
3.14.	Limited Liability Company Agreement of Forrest City Arkansas Hospital Company, LLC†
3.15.	Certificate of Formation of Forrest City Clinic Company, LLC†
3.16.	Limited Liability Company Agreement Forrest City Clinic Company, LLC†
3.17.	Certificate of Incorporation of Forrest City Hospital Corporation†
3.18.	By-laws of Forrest City Hospital Corporation†
3.19.	Certificate of Incorporation of Phillips Hospital Corporation†
3.20.	By-laws of Phillips Hospital Corporation†
3.21.	Certificate of Incorporation of Payson Hospital Corporation†
3.22.	By-laws of Payson Hospital Corporation†
3.23.	Certificate of Limited Partnership of Chesterfield/Marlboro, L.P.†
3.24.	Limited Partnership Agreement of Chesterfield/Marlboro, L.P.†
3.25.	Certificate of Formation of CHHS Holdings, LLC†
3.26.	Limited Liability Company Agreement of CHHS Holdings, LLC†
3.27.	Certificate of Incorporation of CHS/Community Health Systems, Inc.†
3.28.	By-laws of CHS/Community Health Systems, Inc.†
3.29.	Certificate of Limited Partnership of Cleveland Regional Medical Center, L.P.†
3.30.	Limited Partnership Agreement of Cleveland Regional Medical Center, L.P.†
3.31.	Certificate of Incorporation of Community GP Corp.†
3.32.	By-laws of Community GP Corp.†

Exhibit No.	<u>Description</u>
3.33.	Certificate of Incorporation of Community Health Investment Corporation†
3.34.	By-laws of Community Health Investment Corporation†
3.35.	Certificate of Incorporation of Community Health Systems, Inc.†
3.36.	By-laws of Community Health Systems, Inc. (incorporated by reference to Exhibit 3.(II) to Community Health Systems, Inc.'s Current Report on Form 8-K filed September 14, 2007 (No. 001-15925)).
3.37.	Certificate of Incorporation of Community LP Corp.†
3.38.	By-laws of Community LP Corp.†
3.39.	Certificate of Incorporation of Fallbrook Hospital Corporation†
3.40.	By-laws of Fallbrook Hospital Corporation†
3.41.	Certificate of Incorporation of Hallmark Healthcare Corporation†
3.42.	By-laws of Hallmark Healthcare Corporation†
3.43.	Certificate of Incorporation of Hospital of Barstow, Inc.†
3.44.	By-laws of Hospital of Barstow, Inc.†
3.45.	Certificate of Incorporation of Lancaster Hospital Corporation†
3.46.	By-laws of Lancaster Hospital Corporation†
3.47.	Certificate of Incorporation of National Healthcare of Cleveland, Inc.†
3.48.	By-laws of National Healthcare of Cleveland, Inc.†
3.49.	Certificate of Incorporation of National Healthcare of Cullman, Inc.†
3.50.	By-laws of National Healthcare of Cullman, Inc.†
3.51.	Certificate of Incorporation of National Healthcare of Decatur, Inc.†
3.52.	By-laws of National Healthcare of Decatur, Inc.†
3.53.	Certificate of Incorporation of National Healthcare of Hartselle, Inc.†
3.54.	By-laws of National Healthcare of Hartselle, Inc.†
3.55.	Certificate of Incorporation of National Healthcare of Leesville, Inc.†
3.56.	By-laws of National Healthcare of Leesville, Inc.†
3.57.	Certificate of Incorporation of National Healthcare of Mt. Vernon, Inc.†
3.58.	By-laws of National Healthcare of Mt. Vernon, Inc.†
3.59.	Certificate of Incorporation of National Healthcare of Newport, Inc.†
3.60.	By-laws of National Healthcare of Newport, Inc.†
3.61.	Certificate of Formation of NWI Hospital Holdings, LLC†
3.62.	Limited Liability Company Agreement of NWI Hospital Holdings, LLC†
3.63.	Certificate of Formation of Pennsylvania Hospital Company, LLC†
3.64.	Limited Liability Company Agreement of Pennsylvania Hospital Company, LLC†
3.65.	Certificate of Formation of Phoenixville Hospital Company, LLC†
3.66.	Limited Liability Company Agreement of Phoenixville Hospital Company, LLC†
3.67.	Certificate of Formation of Pottstown Hospital Company, LLC†
3.68.	Limited Liability Company Agreement of Pottstown Hospital Company, LLC†
3.69.	Certificate of Incorporation of Ruston Hospital Corporation†
3.70.	By-laws of Ruston Hospital Corporation†
3.71.	Certificate of Incorporation of Watsonville Hospital Corporation†
3.72.	By-laws of Watsonville Hospital Corporation†
3.73.	Certificate of Incorporation of Webb Hospital Corporation†
3.74.	By-laws of Webb Hospital Corporation†
3.75.	Certificate of Formation of Webb Hospital Holdings, LLC†
3.76.	Limited Liability Company Agreement of Webb Hospital Holdings, LLC†
3.77.	Certificate of Incorporation of Fannin Regional Hospital, Inc.†

<u>Exhibit No.</u>	<u>Description</u>
3.78.	By-laws of Fannin Regional Hospital, Inc.†
3.79.	Certificate of Incorporation of Anna Hospital Corporation†
3.80.	By-laws of Anna Hospital Corporation†
3.81.	Certificate of Incorporation of Galesburg Hospital Corporation†
3.82.	By-laws of Galesburg Hospital Corporation†
3.83.	Certificate of Incorporation of Granite City Hospital Corporation†
3.84.	By-laws of Granite City Hospital Corporation†
3.85.	Certificate of Formation of Granite City Illinois Hospital Company, LLC†
3.86.	Limited Liability Company Agreement of Granite City Illinois Hospital Company, LLC†
3.87.	Certificate of Incorporation of Marion Hospital Corporation†
3.88.	By-laws of Marion Hospital Corporation†
3.89.	Certificate of Incorporation of Red Bud Hospital Corporation†
3.90.	By-laws of Red Bud Hospital Corporation†
3.91.	Certificate of Formation of Red Bud Illinois Hospital Company, LLC†
3.92.	Limited Liability Company Agreement of Red Bud Illinois Hospital Company, LLC†
3.93.	Certificate of Incorporation of Waukegan Hospital Corporation†
3.94.	By-laws of Waukegan Hospital Corporation†
3.95.	Certificate of Formation of Waukegan Illinois Hospital Company, LLC†
3.96.	Limited Liability Company Agreement of Waukegan Illinois Hospital Company, LLC†
3.97.	Certificate of Incorporation of Hospital of Fulton, Inc.†
3.98.	By-laws of Hospital of Fulton, Inc.†
3.99.	Certificate of Incorporation of Hospital of Louisa, Inc.†
3.100.	By-laws of Hospital of Louisa, Inc.†
3.101.	Certificate of Incorporation of Jackson Hospital Corporation†
3.102.	By-laws of Jackson Hospital Corporation†
3.103.	Certificate of Formation of Ruston Louisiana Hospital Company, LLC†
3.104.	Limited Liability Company Agreement of Ruston Louisiana Hospital Company, LLC†
3.105.	Certificate of Incorporation of Farmington Hospital Corporation†
3.106.	By-laws of Farmington Hospital Corporation†
3.107.	Certificate of Formation of Farmington Missouri Hospital Company, LLC†
3.108.	Limited Liability Company Agreement of Farmington Missouri Hospital Company, LLC†
3.109.	Certificate of Incorporation of Kirksville Hospital Corporation†
3.110.	By-laws of Kirksville Hospital Corporation†
3.111.	Certificate of Incorporation of Moberly Hospital, Inc.†
3.112.	By-laws of Moberly Hospital, Inc.†
3.113.	Certificate of Incorporation of Williamston Hospital Corporation†
3.114.	By-laws of Williamston Hospital Corporation†
3.115.	Certificate of Incorporation of Salem Hospital Corporation†
3.116.	By-laws of Salem Hospital Corporation†
3.117.	Certificate of Incorporation of Deming Hospital Corporation†
3.118.	By-laws of Deming Hospital Corporation†
3.119.	Certificate of Incorporation of Roswell Hospital Corporation†
3.120.	By-laws of Roswell Hospital Corporation†
3.121.	Certificate of Incorporation of San Miguel Hospital Corporation†
3.122.	By-laws of San Miguel Hospital Corporation†
3.123.	Certificate of Incorporation of CHS Holdings Corp.†
3.124.	By-laws of CHS Holdings Corp.†

Exhibit No.	<u>Description</u>
3.125.	Certificate of Incorporation of Hallmark Holdings Corp.†
3.126.	By-laws of Hallmark Holdings Corp.†
3.127.	Certificate of Incorporation of Kay County Hospital Corporation†
3.128.	By-laws of Kay County Hospital Corporation†
3.129.	Certificate of Formation of Kay County Oklahoma Hospital Company, LLC†
3.130.	Limited Liability Company Agreement of Kay County Oklahoma Hospital Company, LLC†
3.131.	Certificate of Incorporation of CHS Berwick Hospital Corporation†
3.132.	By-laws of CHS Berwick Hospital Corporation†
3.133.	Certificate of Incorporation of Clinton Hospital Corporation†
3.134.	By-laws of Clinton Hospital Corporation†
3.135.	Certificate of Incorporation of Coatesville Hospital Corporation†
3.136.	By-laws of Coatesville Hospital Corporation†
3.137.	Certificate of Incorporation of Northampton Hospital Corporation†
3.138.	By-laws of Northampton Hospital Corporation†
3.139.	Certificate of Incorporation of Sunbury Hospital Corporation†
3.140.	By-laws of Sunbury Hospital Corporation†
3.141.	Certificate of Incorporation of West Grove Hospital Corporation†
3.142.	By-laws of West Grove Hospital Corporation†
3.143.	Certificate of Incorporation of Brownsville Hospital Corporation†
3.144.	By-laws of Brownsville Hospital Corporation†
3.145.	Certificate of Incorporation of Cleveland Hospital Corporation†
3.146.	By-laws of Cleveland Hospital Corporation†
3.147.	Certificate of Incorporation of Dyersburg Hospital Corporation†
3.148.	By-laws of Dyersburg Hospital Corporation†
3.149.	Certificate of Incorporation of Hospital of Morristown, Inc.†
3.150.	By-laws of Hospital of Morristown, Inc.†
3.151.	Certificate of Incorporation of Jackson Hospital Corporation†
3.152.	By-laws of Jackson Hospital Corporation†
3.153.	Certificate of Formation of Jackson, Tennessee Hospital Company, LLC†
3.154.	Limited Liability Company Agreement of Jackson, Tennessee Hospital Company, LLC†
3.155.	Certificate of Incorporation of Lakeway Hospital Corporation†
3.156.	By-laws of Lakeway Hospital Corporation†
3.157.	Certificate of Incorporation of Lexington Hospital Corporation†
3.158.	By-laws of Lexington Hospital Corporation†
3.159.	Certificate of Incorporation of Martin Hospital Corporation†
3.160.	By-laws of Martin Hospital Corporation†
3.161.	Certificate of Incorporation of McKenzie Hospital Corporation†
3.162.	By-laws of McKenzie Hospital Corporation†
3.163.	Certificate of Incorporation of McNairy Hospital Corporation†
3.164.	By-laws of McNairy Hospital Corporation†
3.165.	Certificate of Incorporation of Shelbyville Hospital Corporation†
3.166.	By-laws of Shelbyville Hospital Corporation†
3.167.	Certificate of Incorporation of Sparta Hospital Corporation†
3.168.	By-laws of Sparta Hospital Corporation†
3.169.	Certificate of Incorporation of Big Bend Hospital Corporation†
3.170.	By-laws of Big Bend Hospital Corporation†
3.171.	Certificate of Incorporation of Big Spring Hospital Corporation†

Exhibit No.	<u>Description</u>
3.172.	By-laws of Big Spring Hospital Corporation†
3.173.	Certificate of Incorporation of Granbury Hospital Corporation†
3.174.	By-laws of Granbury Hospital Corporation†
3.175.	Certificate of Incorporation of Jourdanton Hospital Corporation†
3.176.	By-laws of Jourdanton Hospital Corporation†
3.177.	Certificate of Incorporation of NHCI of Hillsboro, Inc.†
3.178.	By-laws of NHCI of Hillsboro, Inc.†
3.179.	Certificate of Incorporation of Weatherford Hospital Corporation†
3.180.	By-laws of Weatherford Hospital Corporation†
3.181.	Certificate of Formation of Weatherford Texas Hospital Company, LLC†
3.182.	Limited Liability Company Agreement of Weatherford Texas Hospital Company, LLC†
3.183.	Certificate of Incorporation of Tooele Hospital Corporation†
3.184.	By-laws of Tooele Hospital Corporation†
3.185.	Certificate of Incorporation of Emporia Hospital Corporation†
3.186.	By-laws of Emporia Hospital Corporation†
3.187.	Certificate of Incorporation of Franklin Hospital Corporation†
3.188.	By-laws of Franklin Hospital Corporation†
3.189.	Certificate of Formation of Petersburg Hospital Company, LLC†
3.190.	Limited Liability Company Agreement of Petersburg Hospital Company, LLC†
3.191.	Certificate of Incorporation of Russell County Medical Center, Inc.†
3.192.	By-laws of Russell County Medical Center, Inc.†
3.193.	Certificate of Formation of Virginia Hospital Company, LLC†
3.194.	Limited Liability Company Agreement of Virginia Hospital Company, LLC†
3.195.	Certificate of Incorporation of Oak Hill Hospital Corporation†
3.196.	By-laws of Oak Hill Hospital Corporation†
3.197.	Certificate of Incorporation of Evanston Hospital Corporation†
3.198.	By-laws of Evanston Hospital Corporation†
3.199.	Certificate of Incorporation of QHG of Enterprise, Inc.†
3.200.	By-laws of QHG of Enterprise, Inc.†
3.201.	Certificate of Incorporation of QHG of Jacksonville, Inc.†
3.202.	By-laws of QHG of Jacksonville, Inc.†
3.203.	Certificate of Incorporation of QHG of Springdale, Inc.†
3.204.	By-laws of QHG of Springdale, Inc.†
3.205.	Certificate of Incorporation of Triad-El Dorado, Inc.†
3.206.	By-laws of Triad-El Dorado, Inc.†
3.207.	Certificate of Formation of Abilene Hospital, LLC†
3.208.	Limited Liability Company Agreement of Abilene Hospital, LLC†
3.209.	Certificate of Formation of Abilene Merger, LLC†
3.210.	Limited Liability Company Agreement of Abilene Merger, LLC†
3.211.	Certificate of Formation of Arizona DH, LLC†
3.212.	Limited Liability Company Agreement of Arizona DH, LLC†
3.213.	Certificate of Limited Partnership of ARMC, L.P.†
3.214.	Amended and Restated Limited Partnership Agreement of ARMC, L.P.†
3.215.	Certificate of Formation of Birmingham Holdings, LLC†
3.216.	Limited Liability Company Agreement of Birmingham Holdings, LLC†
3.217.	Certificate of Formation of Bluffton Health System, LLC†
3.218.	Limited Liability Company Agreement of Bluffton Health System, LLC†

Exhibit No.	Description
3.219.	Certificate of Limited Partnership of Brownwood Hospital, L.P.†
3.220.	Limited Partnership Agreement of Brownwood Hospital, L.P.†
3.221.	Certificate of Formation of Brownwood Medical Center, LLC†
3.222.	Amended and Restated Limited Liability Company Agreement of Brownwood Medical Center, LLC†
3.223.	Certificate of Formation of Carlsbad Medical Center, LLC†
3.224.	Second Amended and Restated Limited Liability Company Agreement of Carlsbad Medical Center, LLC†
3.225.	Certificate of Formation of Claremore Regional Hospital, LLC†
3.226.	Amended and Restated Limited Liability Company Agreement of Claremore Regional Hospital, LLC†
3.227.	Certificate of Formation of Clarksville Holdings, LLC†
3.228.	Limited Liability Company Agreement of Clarksville Holdings, LLC†
3.229.	Certificate of Limited Partnership of College Station Hospital, L.P.†
3.230.	Amended and Restated Limited Partnership Agreement of College Station Hospital, L.P.†
3.231.	Certificate of Formation of College Station Medical Center, LLC†
3.232.	Limited Liability Company Agreement of College Station Medical Center, LLC†
3.233.	Certificate of Formation of College Station Merger, LLC†
3.234.	Limited Liability Company Agreement of College Station Merger, LLC†
3.235.	Certificate of Formation of CP Hospital GP, LLC†
3.236.	Limited Liability Company Agreement of CP Hospital GP, LLC†
3.237.	Certificate of Formation of CPLP, LLC†
3.238.	Limited Liability Company Agreement of CPLP, LLC†
3.239.	Certificate of Formation of Crestwood Hospital LP, LLC†
3.240.	Amended and Restated Limited Liability Company Agreement of Crestwood Hospital LP, LLC†
3.241.	Certificate of Formation of Crestwood Hospital, LLC†
3.242.	Second Amended and Restated Limited Liability Company Agreement of Crestwood Hospital, LLC†
3.243.	Certificate of Formation of CSMC, LLC†
3.244.	Amended and Restated Limited Liability Company Agreement of CSMC, LLC†
3.245.	Certificate of Formation of CSRA Holdings, LLC†
3.246.	Limited Liability Company Agreement of CSRA Holdings, LLC†
3.247.	Certificate of Formation of Deaconess Holdings, LLC†
3.248.	Amended and Restated Limited Liability Company Agreement of Deaconess Holdings, LLC†
3.249.	Certificate of Formation of Deaconess Hospital Holdings, LLC†
3.250.	Second Amended and Restated Limited Liability Company Agreement of Deaconess Hospital Holdings, LLC†
3.251.	Certificate of Formation of Desert Hospital Holdings, LLC†
3.252.	Limited Liability Company Agreement of Desert Hospital Holdings, LLC†
3.253.	Certificate of Formation of Detar Hospital, LLC†
3.254.	Limited Liability Company Agreement of Detar Hospital, LLC†
3.255.	Certificate of Formation of Dukes Health System, LLC†
3.256.	Amended and Restated Limited Liability Company Agreement of Dukes Health System, LLC†
3.257.	Certificate of Formation of Gadsden Regional Medical Center, LLC†
3.258.	Limited Liability Company Agreement of Gadsden Regional Medical Center, LLC†
3.259.	Certificate of Formation of Greenbrier VMC, LLC†
3.260.	Limited Liability Company Agreement of Greenbrier VMC, LLC†
3.261.	Certificate of Formation of GRMC Holdings, LLC†

<u>Exhibit No.</u>	<u>Description</u>
3.262.	Limited Liability Company Agreement of GRMC Holdings, LLC†
3.263.	Certificate of Formation of Hobbs Medco, LLC†
3.264.	Limited Liability Company Agreement of Hobbs Medco, LLC†
3.265.	Certificate of Formation of Las Cruces Medical Center, LLC†
3.266.	Amended and Restated Limited Liability Company Agreement of Las Cruces Medical Center, LLC†
3.267.	Certificate of Formation of Lea Regional Hospital, LLC†
3.268.	Amended and Restated Limited Liability Company Agreement of Lea Regional Hospital, LLC†
3.269.	Certificate of Formation of Longview Merger, LLC†
3.270.	Limited Liability Company Agreement of Longview Merger, LLC†
3.271.	Certificate of Formation of LRH, LLC†
3.272.	Amended and Restated Limited Liability Company Agreement of LRH, LLC†
3.273.	Certificate of Formation of Lutheran Health Network of Indiana, LLC†
3.274.	Second Amended and Restated Limited Liability Company Agreement of Lutheran Health Network of Indiana, LLC†
3.275.	Certificate of Formation of Massillon Health System, LLC†
3.276.	Second Amended and Restated Operating Agreement of Massillon Health System, LLC†
3.277.	Certificate of Formation of Medical Center of Brownwood, LLC†
3.278.	Limited Liability Company Agreement of Medical Center of Brownwood, LLC†
3.279.	Certificate of Formation of MMC of Nevada, LLC†
3.280.	Limited Liability Company Agreement of MMC of Nevada, LLC†
3.281.	Certificate of Limited Partnership of Navarro Hospital, L.P.†
3.282.	Limited Partnership Agreement of Navarro Hospital, L.P.†
3.283.	Certificate of Formation of Navarro Regional, LLC†
3.284.	Amended and Restated Limited Liability Company Agreement of Navarro Regional, LLC†
3.285.	Certificate of Formation of NRH, LLC†
3.286.	Amended and Restated Limited Liability Company Agreement of NRH, LLC†
3.287.	Certificate of Formation of Oregon Healthcorp, LLC†
3.288.	Limited Liability Company Agreement of Oregon Healthcorp, LLC†
3.289.	Certificate of Formation of Palmer-Wasilla Health System, LLC†
3.290.	Amended and Restated Limited Liability Company Agreement of Palmer-Wasilla Health System, LLC†
3.291.	Certificate of Formation of Quorum Health Resources, LLC†
3.292.	Limited Liability Company Agreement of Quorum Health Resources, LLC†
3.293.	Certificate of Formation of Regional Hospital of Longview, LLC†
3.294.	Amended and Restated Limited Liability Company Agreement of Regional Hospital of Longview, LLC†
3.295.	Certificate of Formation of Russellville Holdings, LLC†
3.296.	Limited Liability Company Agreement of Russellville Holdings, LLC†
3.297.	Certificate of Formation of SACMC, LLC†
3.298.	Amended and Restated Limited Liability Company Agreement of SACMC, LLC†
3.299.	Certificate of Formation of San Angelo Community Medical Center, LLC†
3.300.	Limited Liability Company Agreement of San Angelo Community Medical Center, LLC†
3.301.	Certificate of Limited Partnership of San Angelo Hospital, L.P.†
3.302.	Limited Partnership Agreement of San Angelo Hospital, L.P.†
3.303.	Certificate of Formation of San Angelo Medical, LLC†
3.304.	Limited Liability Company Agreement of San Angelo Medical, LLC†
3.305.	Certificate of Formation of Southern Texas Medical Center, LLC†
3.306.	Limited Liability Company Agreement of Southern Texas Medical Center, LLC†
3.307.	Certificate of Formation of St. Joseph Health System, LLC†

<u>Exhibit No.</u>	<u>Description</u>
3.308.	Limited Liability Company Agreement of St. Joseph Health System, LLC†
3.309.	Certificate of Incorporation of Tennyson Holdings, Inc.†
3.310.	By-laws of Tennyson Holdings, Inc.†
3.311.	Certificate of Formation of Triad Holdings III, LLC†
3.312.	By-laws of Triad Holdings III, LLC†
3.313.	Certificate of Formation of Triad Holdings IV, LLC†
3.314.	Second Amended and Restated Limited Liability Company Agreement of Triad Holdings IV, LLC†
3.315.	Certificate of Formation of Triad Holdings V, LLC†
3.316.	Limited Liability Company Agreement of Triad Holdings V, LLC†
3.317.	Certificate of Incorporation of Triad Healthcare Corporation†
3.318.	By-laws of Triad Healthcare Corporation†
3.319.	Certificate of Formation of Triad of Alabama, LLC†
3.320.	Amended and Restated Limited Liability Company Agreement of Triad of Alabama, LLC†
3.321.	Certificate of Formation of Triad of Oregon, LLC†
3.322.	Amended and Restated Limited Liability Company Agreement of Triad of Oregon, LLC†
3.323.	Certificate of Formation of Triad-ARMC, LLC†
3.324.	Limited Liability Company Agreement of Triad-ARMC, LLC†
3.325.	Certificate of Formation of Triad-Denton Hospital GP, LLC†
3.326.	Amended and Restated Limited Liability Company Agreement of Triad-Denton Hospital GP, LLC†
3.327.	Certificate of Limited Partnership of Triad-Denton Hospital, L.P.†
3.328.	Limited Partnership Agreement of Triad-Denton Hospital, L.P.†
3.329.	Certificate of Formation of Triad-Navarro Regional Hospital Subsidiary, LLC†
3.330.	Limited Liability Company Agreement of Triad-Navarro Regional Hospital Subsidiary, LLC†
3.331.	Certificate of Formation of VHC Medical, LLC†
3.332.	Limited Liability Company Agreement of VHC Medical, LLC†
3.333.	Certificate of Formation of Vicksburg Healthcare, LLC†
3.334.	Second Amended and Restated Operating Agreement of Vicksburg Healthcare, LLC†
3.335.	Certificate of Formation of Victoria Hospital, LLC†
3.336.	Limited Liability Company Agreement of Victoria Hospital, LLC†
3.337.	Certificate of Limited Partnership of Victoria of Texas, L.P.†
3.338.	Limited Partnership Agreement of Victoria of Texas, L.P.†
3.339.	Certificate of Formation of WHMC, LLC†
3.340.	Limited Liability Company Agreement of WHMC, LLC†
3.341.	Certificate of Formation of Willamette Valley Medical Center, LLC†
3.342.	Amended and Restated Limited Liability Company Agreement of Willamette Valley Medical Center, LLC†
3.343.	Certificate of Formation of Women & Children's Hospital, LLC†
3.344.	Amended and Restated Limited Liability Company Agreement of Women & Children's Hospital, LLC†
3.345.	Certificate of Formation of Woodland Heights Medical Center, LLC†
3.346.	Amended and Restated Limited Liability Company Agreement of Woodland Heights Medical Center, LLC†
3.347.	Certificate of Formation of Woodward Health System, LLC†
3.348.	Limited Liability Company Agreement of Woodward Health System, LLC†
3.349.	Certificate of Incorporation of QHG Georgia Holdings, Inc.†
3.350.	By-laws of QHG Georgia Holdings, Inc.†
3.351.	Certificate of Limited Partnership of QHG Georgia, L.P.†
3.352.	Limited Partnership Agreement of QHG Georgia, L.P.†

Exhibit No.	Description
3.353.	Certificate of Incorporation of Frankfort Health Partner, Inc.†
3.354.	By-laws of Frankfort Health Partner, Inc.†
3.355.	Certificate of Limited Partnership of IOM Health System, L.P.†
3.356.	Limited Partnership Agreement of IOM Health System, L.P.†
3.357.	Certificate of Incorporation of QHG of Bluffton, Inc.†
3.358.	By-laws of QHG of Bluffton, Inc.†
3.359.	Certificate of Incorporation of QHG of Clinton County, Inc.†
3.360.	By-laws of QHG of Clinton County, Inc.†
3.361.	Certificate of Incorporation of QHG of Fort Wayne, Inc.†
3.362.	By-laws of QHG of Fort Wayne, Inc.†
3.363.	Certificate of Incorporation of QHG of Warsaw, Inc.†
3.364.	By-laws of QHG of Warsaw, Inc.†
3.365.	Certificate of Incorporation of QHG of Forrest County, Inc.†
3.366.	By-laws of QHG of Forrest County, Inc.†
3.367.	Certificate of Incorporation of QHG of Hattiesburg, Inc.†
3.368.	By-laws of QHG of Hattiesburg, Inc.†
3.369.	Certificate of Incorporation of River Region Medical Corporation†
3.370.	Amended and Restated By-laws of River Region Medical Corporation†
3.371.	Certificate of Incorporation of NC-DSH, Inc.†
3.372.	By-laws of NC-DSH, Inc.†
3.373.	Certificate of Incorporation of QHG of Barberton, Inc.†
3.374.	By-laws of QHG of Barberton, Inc.†
3.375.	Certificate of Incorporation of QHG of Massillon, Inc.†
3.376.	By-laws of QHG of Massillon, Inc.†
3.377.	Certificate of Formation of SouthCrest, L.L.C.†
3.378.	Second Amended and Restated Operating Agreement of SouthCrest, L.L.C.†
3.379.	Certificate of Incorporation of Triad-South Tulsa Hospital Company, Inc.†
3.380.	By-laws of Triad-South Tulsa Hospital Company, Inc.†
3.381.	Certificate of Incorporation of QHG of South Carolina, Inc.†
3.382.	By-laws of QHG of South Carolina, Inc.†
3.383.	Certificate of Incorporation of QHG of Spartanburg, Inc.†
3.384.	By-laws of QHG of Spartanburg, Inc.†
4.1	Senior Notes Indenture, dated as of July 25, 2007, by and among CHS/Community Health Systems, Inc., the Guarantors party thereto and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.3 to Community Health System Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925))
4.2	Registration Rights Agreement, dated as of July 25, 2007, by and among CHS/Community Health Systems, Inc., the Guarantors party thereto and the Initial Purchasers (incorporated by reference to Exhibit 4.1 to Community Health System Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925))
4.3	Form of 8 ⁷ / ₈ % Senior Note due 2015 (included in Exhibit 4.1)
4.4	Joinder to the Registration Rights Agreement dated as of July 25, 2007 (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925))
4.5	First Supplemental Indenture, dated as of July 25, 2007, by and among CHS/Community Health Systems, Inc., Community Health Systems, Inc., Triad Healthcare Corporation, the other guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.4 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925)).

Exhibit No.	Description
4.6	First Supplemental Indenture relating to Community Health Systems, Inc.'s 6½% Senior Subordinated Notes due 2012, dated as of July 24, 2007 by and among Community Health Systems, Inc. and U.S. Bank National Association (incorporated by reference to Exhibit 4.5 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925)).
4.7	Second Supplemental Indenture relating to Triad's 7% Senior Notes due 2012, dated as of July 24, 2007, by and among Triad Hospitals Inc. and The Bank of New York Trust Company, N.A. (incorporated by reference to Exhibit 4.6 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925)).
4.8	First Supplemental Indenture relating to the Triad's 7% Senior Subordinated Notes due 2013, dated as of July 24, 2007, by and among Triad Hospitals Inc. and The Bank of New York Trust Company, N.A (incorporated by reference to Exhibit 4.7 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925)).
5.1	Opinion of Kirkland & Ellis LLP†
10.1	Amended and Restated Credit Agreement dated as of August 19, 2004, among, CHS/Community Health Systems, Inc., Community Health Systems, Inc., JPMorgan Chase Bank, as Administrative Agent, Wachovia Bank, National Association, as Syndication Agent, Bank of America, N.A., as Documentation Agent and JP Morgan Securities Inc. and Banc of America Securities LLC as Joint Lead Arrangers and Joint Bookrunners and the other lender party thereto (incorporated by reference to Exhibit 10.1 to Community Health System Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2002)
10.2	First Amendment and Waiver, dated as of December 16, 2004 representing an amendment to the Amended and Restated Wachovia Credit Agreement dated as of August 19, 2004, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., JPMorgan Chase Bank, as Administrative Agent, Wachovia Bank, National Association, as Syndication Agent Bank of America, N.A., as Documentation Agent and JP Morgan Securities Inc. and Banc of America Securities LLC as Joint Lead Arrangers and Joint Bookrunners and the other lenders party thereto (incorporated by reference to Exhibit 10.10 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004)
10.3	Second Amendment dated as of July 8, 2005, to the Amended and Restated Credit Agreement dated as of August 19, 2004, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the several lenders thereto, JP Morgan Chase Bank, as Administrative Agent, Wachovia Bank, National Association, as Syndication Agent, and Bank of America, N.A., as Documentation Agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed July 13, 2005 (No. 001-15925))
10.4	Third Amendment, dated December 13, 2006, among CHS/CHS Community Health Systems, Inc., Community Health Systems, Inc., the several banks and other financial institutions lenders parties thereto, JP Morgan Chase Bank, as Administrative Agent, Wachovia Bank, National Association, as Syndication Agent, and Bank of America, National Association, as Documentation Agent (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed December 13, 2006 (No. 001-15925))
10.5	First Incremental Facility Amendment, dated as of December 13, 2006, among CHS/CHS Community Health Systems, Inc., Community Health Systems, Inc., the several banks and other financial institutions lenders parties thereto, JP Morgan Chase Bank, as Administrative Agent, Wachovia Bank, National Association, as Syndication Agent, and Bank of America, National Association, as Documentation Agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed December 13, 2006 (No. 001-15925))
10.6	Form of outside director Stock Option Agreement (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form S-1 (No. 333-31790))
10.7	Form of Amendment No. 1 to the Director Stock Option Agreement (incorporated by reference to the Company's Registration Statement on Form S-8 (No. 333-10034977))
10.8	Community Health Systems, Inc. Amended and Restated 2000 Stock Option and Award Plan, as amended and restated on February 23, 2005 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed February 28, 2005 (No. 001-15925))

Exhibit No.	Description
10.9	Form of Amendment No. 1 to the Community Health Systems, Inc. Amended and Restated 2000 Stock Option and Award Plan (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K dated December 20, 2005)
10.10	Form of Restricted Stock Award Agreement (Directors) (incorporated by reference to Exhibit 99.2 to the Company's Current Report on Form 8-K dated December 20, 2005)
10.11	Community Health Systems Deferred Compensation Plan Trust, Amended and Restated Effective February 26, 1999 (incorporated by reference to Exhibit 10.18 to the Company's Annual Report on Form 10-K for the year ended December 31, 2002)
10.12	Community Health Systems Deferred Compensation Plan, as amended effective October 1, 1993; January 1, 1994; January 1, 1998; April 1, 1999; July 1, 2000; and June 1, 2001 (incorporated by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K for the year ended December 31, 2002)
10.13	Community Health Systems, Inc. Director's Fees Deferral Plan (incorporated by reference to Exhibit 10.18 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004)
10.14	Form of Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed February 28, 2005 (No. 001-15925))
10.15	Form of Indemnification Agreement between the Registrant and its directors and executive officers (incorporated by reference to Exhibit 10.8 to the Company's Current Report on Form 8-K filed February 28, 2005 (No. 001-15925))
10.16	Community Health Systems, Inc. Supplemental Executive Retirement Plan (incorporated by reference to Exhibit 10.17 to the Company's Annual Report on Form 10-K for the year ended December 31, 2002)
10.17	Amendment No. 2 to the Community Health Systems, Inc. Supplemental Executive Retirement Plan dated December 10, 2002 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed June 1, 2005 (No. 001-15925))
10.18	Supplemental Executive Retirement Plan Trust, dated June 1, 2005, by and between CHS/Community Health Systems, Inc., as grantor, and Wachovia Bank, N.A., as trustee (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed June 1, 2005 (No. 001-15925))
10.19	Participation Agreement entered into as of January 1, 2005, by and between Community Health Systems Professional Services Corporation and HealthTrust Purchasing Group, L.P. (incorporated by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004)
10.20	Form of Performance Based Restricted Stock Award Agreement between Registrant and its executive officers (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed March 3, 2006 (No. 001-15925))
10.21	Credit Agreement, dated as of July 25, 2007, by and among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the lender parties thereto and Credit Suisse, as Administrative Agent and Collateral Agent, Credit Suisse Securities (USA) LLC and Wachovia Capital Markets, LLC as Joint Bookrunner and Co-Lead Arrangers, Wachovia Bank, N.A. as Syndication Agent, JPMorgan Chase Bank and Merrill Lynch Capital Corporation as Co-Documentation Agents (incorporated by reference to Exhibit 10.1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925)).
10.22	Guarantee and Collateral Agreement, dated as of July 25, 2007, by and among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the Subsidiaries from time to time party hereto and Credit Suisse, as collateral agent (incorporated by reference to Exhibit 10.2 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925)).
10.23	Joinder, dated as of July 25, 2007 to the Purchase Agreement dated as of June 27, 2007 (incorporated by reference to Exhibit 10.3 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925)).

Exhibit No.	<u>Description</u>
10.24	Form of Performance Based Restricted Stock Award Agreement, Part A (incorporated by reference to Exhibit 10.4 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925)).
10.25	Form of Performance Based Restricted Stock Award Agreement, Part B (incorporated by reference to Exhibit 10.5 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925)).
10.26	Form of Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.6 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925)).
12.1	Statement re Computation of Ratio of Earnings to Fixed Charges†
21	List of subsidiaries†
23.1	Consent of Deloitte & Touche LLP+
23.2	Consent of Ernst & Young LLP+
24.1	Power of Attorney+
25.1	Statement of Eligibility of Trustee†
99.1	Form of Letter of Transmittal†

* Management Contract or Compensation Plan or Arrangement

† Filed herewith.

+ Previously filed with our Registration Statement on Form S-4, dated September 25, 2007 (file no. 333-146278)

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, CHS/Community Health Systems, Inc. has duly caused this amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on October 4, 2007.

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ RACHEL A. SEIFERT
Rachel A. Seifert, *as attorney in fact for*
Wayne T. Smith
Chairman of the Board,
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this amendment to the registration statement has been signed below by the following persons on behalf of CHS/Community Health Systems, Inc. and in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* <u>Wayne T. Smith</u>	Chairman of the Board, President, Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	October 4, 2007
* <u>W. Larry Cash</u>	Executive Vice President, Chief Financial Officer and Director <i>(Principal Financial Officer)</i>	October 4, 2007
* <u>T. Mark Buford</u>	Vice President and Corporate Controller <i>(Principal Accounting Officer)</i>	October 4, 2007
<u>/s/ RACHEL A. SEIFERT</u> Rachel A. Seifert	Director	October 4, 2007
<u>*By:/s/ RACHEL A. SEIFERT</u> Rachel A. Seifert, <i>as attorney in fact</i>		

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on October 4, 2007.

COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ RACHEL A. SEIFERT

Rachel A. Seifert, *as attorney in fact for*
Wayne T. Smith
Chairman of the Board,
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this amendment to the registration statement has been signed below by the following persons on behalf of Community Health Systems, Inc. and in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* <u>Wayne T. Smith</u>	Chairman of the Board, President, Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	October 4, 2007
* <u>W. Larry Cash</u>	Executive Vice President, Chief Financial Officer and Director <i>(Principal Financial Officer)</i>	October 4, 2007
* <u>T. Mark Buford</u>	Vice President and Corporate Controller <i>(Principal Accounting Officer)</i>	October 4, 2007
* <u>Harvey Klein, M.D.</u>	Director	October 4, 2007
* <u>H. Mitchell Watson, Jr.</u>	Director	October 4, 2007
* <u>Dale F. Frey</u>	Director	October 4, 2007
* <u>John A. Fry</u>	Director	October 4, 2007
* <u>John A. Clerico</u>	Director	October 4, 2007
* <u>Julia B. North</u>	Director	October 4, 2007

*By: /s/ RACHEL A. SEIFERT

Rachel A. Seifert,
as attorney in fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, each of the registrants listed below have duly caused this amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on October 4, 2007.

CHS HOLDINGS CORP.
HALLMARK HOLDINGS CORP.

By: /s/ RACHEL A. SEIFERT

Rachel A. Seifert, *as attorney in fact for*
Wayne T. Smith
Chairman of the Board,
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this amendment to the registration statement has been signed below by the following persons on behalf of the Registrants and in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
* _____ Kathleen Fritz	President and Director (<i>Principal Executive Officer</i>)	October 4, 2007
* _____ Cathleen Danielsson	Vice President, Secretary, Treasurer and Director (<i>Principal Financial Officer and Principal Accounting Officer</i>)	October 4, 2007

*By: /s/ RACHEL A. SEIFERT

Rachel A. Seifert,
as attorney in fact

Schedule A-1
Registrants

Centre Hospital Corporation
Cullman Hospital Corporation
Foley Hospital Corporation
Fort Payne Hospital Corporation
Greenville Hospital Corporation
Forrest City Arkansas Hospital Company, LLC
Forrest City Hospital Corporation
Phillips Hospital Corporation
Payson Hospital Corporation
CHHS Holdings, LLC
Community GP Corp.
Community Health Investment Corporation
Community LP Corp.
Fallbrook Hospital Corporation
Hallmark Healthcare Corporation
Hospital of Barstow, Inc.
Lancaster Hospital Corporation
National Healthcare of Cleveland, Inc.
National Healthcare of Cullman, Inc.
National Healthcare of Decatur, Inc.
National Healthcare of Hartselle, Inc.
National Healthcare of Leesville, Inc.
National Healthcare of Mt. Vernon, Inc.
National Healthcare of Newport, Inc.
Pennsylvania Hospital Company, LLC
Phoenixville Hospital Company, LLC
Pottstown Hospital Company, LLC
Ruston Hospital Corporation
Watsonville Hospital Corporation
Webb Hospital Corporation\
Webb Hospital Holdings, LLC
Fannin Regional Hospital, Inc.
Anna Hospital Corporation
Galesburg Hospital Corporation
Granite City Hospital Corporation
Granite City Illinois Hospital Company, LLC
Marion Hospital Corporation
Red Bud Hospital Corporation
Red Bud Illinois Hospital Company, LLC
Waukegan Hospital Corporation
Waukegan Illinois Hospital Company, LLC
Hospital of Fulton, Inc.
Hospital of Louisa, Inc.
Jackson Hospital Corporation
Emporia Hospital Corporation
Ruston Louisiana Hospital Company, LLC
Farmington Hospital Corporation
Farmington Missouri Hospital Company, LLC
Kirksville Hospital Corporation
Moberly Hospital, Inc.
Williamston Hospital Corporation

Salem Hospital Corporation
Deming Hospital Corporation
Roswell Hospital Corporation
San Miguel Hospital Corporation
Kay County Hospital Corporation
Kay County Oklahoma Hospital Company, LLC
CHS Berwick Hospital Corporation
Clinton Hospital Corporation
Coatesville Hospital Corporation
Northampton Hospital Corporation
Sunbury Hospital Corporation
West Grove Hospital Corporation
Brownsville Hospital Corporation
Cleveland Hospital Corporation
Dyersburg Hospital Corporation
Hospital of Morristown, Inc.
Jackson Hospital Corporation
Jackson, Tennessee Hospital Company, LLC
Lakeway Hospital Corporation
Lexington Hospital Corporation
Martin Hospital Corporation
McKenzie Hospital Corporation
McNairy Hospital Corporation
Shelbyville Hospital Corporation
Sparta Hospital Corporation
Big Bend Hospital Corporation
Big Spring Hospital Corporation
Granbury Hospital Corporation
Jourdanton Hospital Corporation
NHCI of Hillsboro, Inc.
Weatherford Hospital Corporation
Weatherford Texas Hospital Company, LLC
Tooele Hospital Corporation
Franklin Hospital Corporation
Petersburg Hospital Company, LLC
Russell County Medical Center, Inc.
Virginia Hospital Company, LLC
Oak Hill Hospital Corporation
Evanston Hospital Corporation
Forrest City Clinic Company, LLC
QHG of Enterprise, Inc.
QHG of Jacksonville, Inc.
QHG of Springdale, Inc.
Triad — El Dorado, Inc.
Abilene Hospital, LLC
Abilene Merger, LLC
Arizona DH, LLC
Birmingham Holdings, LLC
Bluffton Health System, LLC
Brownwood Medical Center, LLC
Carlsbad Medical Center, LLC
Claremore Regional Hospital, LLC
Clarksville Holdings, LLC

College Station Medical Center, LLC
College Station Merger, LLC
CP Hospital GP, LLC
CPLP, LLC
Crestwood Hospital LP, LLC
Crestwood Hospital, LLC
CSMC, LLC
CSRA Holdings, LLC
Deaconess Holdings, LLC
Deaconess Hospital Holdings, LLC
Desert Hospital Holdings, LLC
Detar Hospital, LLC
Dukes Health System, LLC
Gadsden Regional Medical Center, LLC
Greenbrier VMC, LLC
GRMC Holdings, LLC
Hobbs Medco, LLC
Las Cruces Medical Center, LLC
Lea Regional Hospital, LLC
Longview Merger, LLC
LRH, LLC
Lutheran Health Network of Indiana, LLC
Massillon Health System, LLC
Medical Center of Brownwood, LLC
MMC of Nevada, LLC
Navarro Regional, LLC
NRH, LLC
Oregon Healthcorp, LLC
Palmer-Wasilla Health System, LLC
Regional Hospital of Longview, LLC
Russellville Holdings, LLC
SACMC, LLC
San Angelo Community Medical Center, LLC
San Angelo Medical, LLC
Southern Texas Medical Center, LLC
St. Joseph Health System, LLC
Tennyson Holdings, Inc.
Triad Holdings III, LLC
Triad Holdings IV, LLC
Triad Holdings V, LLC
Triad Healthcare Corporation
(f/k/a Triad Hospitals, Inc.)
Triad of Alabama, LLC
Triad of Oregon, LLC
Triad-ARMC, LLC
Triad-Denton Hospital GP, LLC
Triad-Navarro Regional Hospital Subsidiary, LLC
VHC Medical, LLC
Vicksburg Healthcare, LLC
Victoria Hospital, LLC
WHMC, LLC
Willamette Valley Medical Center, LLC
Women & Children's Hospital, LLC

Woodland Heights Medical Center, LLC
Woodward Health System, LLC
QHG Georgia Holdings, Inc.
Frankfort Health Partner, Inc.
QHG of Bluffton, Inc.
QHG of Clinton County, Inc.
QHG of Fort Wayne, Inc.
QHG of Warsaw, Inc.
QHG of Forrest County, Inc.
QHG of Hattiesburg, Inc.
River Region Medical Corporation
NC-DSH, Inc.
QHG of Barberton, Inc.
QHG of Massillon, Inc.
SouthCrest, L.L.C.
Triad-South Tulsa Hospital Company, Inc.
QHG of South Carolina, Inc.
QHG of Spartanburg, Inc.
Quorum Health Resources, LLC

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrants listed below have duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on October 4, 2007.

Chesterfield/Marlboro, L.P.

By: Community GP Corp.
Its General Partner

Cleveland Regional Medical Center, L.P.

By: Community GP Corp.
Its: General Partner

ARMC, L.P.

By: Triad-ARMC, LLC
Its: General Partner

Brownwood Hospital, L.P.

By: Brownwood Medical Center, LLC
Its: General Partner

College Station Hospital, L.P.

By: College Station Medical Center, LLC
Its: General Partner

Navarro Hospital, L.P.

By: Navarro Regional, LLC
Its: General Partner

San Angelo Hospital, L.P.

By: San Angelo Community Medical Center, LLC
Its: General Partner

Triad-Denton Hospital, L.P.

By: Triad-Denton Hospital GP, LLC
Its: General Partner

Victoria of Texas, L.P.

By: Detar Hospital, LLC
Its: General Partner

QHG Georgia, LP

By: QHG Georgia Holdings, Inc.
Its: General Partner

IOM Health System, L.P.

By: Lutheran Health Network of Indiana, LLC
Its: General Partner

By: /s/ RACHEL A. SEIFERT

Rachel A. Seifert, *as attorney in fact for*
Martin G. Schweinhart
President

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each of the Registrants listed below have duly caused this amendment to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on October 4, 2007.

Each of the Registrants Named on
Schedule A-1 Hereto

By: /s/ RACHEL A. SEIFERT

Rachel A. Seifert, *as attorney in fact for*
Martin G. Schweinhart
President

Pursuant to the requirements of the Securities Act of 1933, this amendment to the registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
* _____ Martin G. Schweinhart	President and Director (Principal Executive Officer)	October 4, 2007
* _____ W. Larry Cash	Executive Vice President and Director (Principal Financial Officer)	October 4, 2007
* _____ T. Mark Buford	Vice President (Principal Accounting Officer)	October 4, 2007
/s/ RACHEL A. SEIFERT _____ Rachel A. Seifert	Director	October 4, 2007

*By: /s/ RACHEL A. SEIFERT

Rachel A. Seifert,
as attorney in fact

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 03/04/1991
721063057 — 2057824

FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
COMMUNITY HEALTH SYSTEMS, INC.

(Adopted pursuant to sections 245 and 242 of Title 8,
Chapter 1 of the Delaware Code of 1953)

Community Health Systems, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of Title 8, Chapter 1 of the Delaware Code of 1953, does hereby amend and restate its certificate of incorporation, originally filed with the Secretary of State of the State of Delaware on March 25, 1985, as follows:

ARTICLE I
NAME

The name of the Corporation is
COMMUNITY HEALTH SYSTEMS, INC.

ARTICLE II
REGISTERED OFFICE

The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street in the City of Wilmington, county of New Castle. The name of its registered agent at that address is The Corporation Trust Company.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV
STOCK

The total number of shares of stock which the corporation shall have authority to issue is 20,000,000 shares of which

- (a) 5,000,000 shares shall be Preferred Stock, issuable in series of the par value of \$.01 per share, and
- (b) 15,000,000 shares shall be Common Stock of the par value of \$.01 per share.

The designations, powers, preferences and rights and the qualifications, limitations or restrictions of the Preferred Stock and the Common Stock are as follows:

A. PREFERRED STOCK

The Preferred Stock may be issued from time to time in one or more series and with such designation for each such series as shall be stated and expressed in the resolution or resolutions providing for the issue of each such series adopted by the Board of Directors. The Board of Directors in any such resolution or resolutions is expressly authorized to state and express for each such series.

- (1) Voting rights, if any, including without limitation the authority to confer multiple votes per share, voting rights as to specified matters or issues such as mergers, consolidations or sales of assets, or voting rights to be exercised either together with holders of common stock as a single class, or independently as a separate class;
- (2) The rate per annum and the times at and conditions upon which the holders of stock of such series shall be entitled to receive dividends, and whether such dividends shall be cumulative or noncumulative and if cumulative the terms upon which such dividends shall be cumulative;
- (3) The price or prices and the time or times at and the manner in which the stock of such series shall be redeemable;
- (4) The rights to which the holders of the shares of stock of such series shall be entitled upon any voluntary or involuntary liquidation or winding up of the corporation;
- (5) The terms, if any, upon which the shares of stock of such series shall be convertible into, or exchangeable for, shares of stock of any other class or classes or of any other series of the same or any other class or classes, including the price or price or the rate or rates of conversion or exchange and the terms of adjustments if any; and
- (6) Any other designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof so far as they are not inconsistent with the provisions of the Certificate of Incorporation, as amended, and to the full extent now or hereafter permitted by the laws of Delaware.

All shares of the Preferred Stock of any one series shall be identical to each other in all respects, except that shares of any one series issued at different times may differ as to the dates from which dividends thereon, if cumulative, shall be cumulative.

B. COMMON STOCK

- (1) Whenever dividends upon the Preferred Stock at the time outstanding shall have been paid in full for all past dividend periods or declared and set apart for payment, such dividends as may be determined by the Board of Directors may be declared by the Board of Directors and paid from time to time to the holders of the Common Stock.

(2) In the event of any liquidation, dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, all assets remaining after the payment to the holders of the Preferred Stock at the time outstanding of the full amounts to which they shall be entitled, shall be divided and distributed among the holders of the Common Stock according to their respective shares.

(3) Each holder of the Common Stock shall have one vote in respect of each share of such stock held by him.

(4) Holders of the Common Stock shall not have the pre-emptive right to subscribe for any new or increased shares of any class of stock of the corporation.

ARTICLE V DURATION

The Corporation is to have perpetual existence.

ARTICLE VI BOARD OF DIRECTORS

SECTION 6.1 Powers. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

(a) To make, alter or repeal the Bylaws of the Corporation;

(b) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation;

(c) To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created;

(d) By a majority of the whole Board of Directors, to designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution or in the Bylaws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, the Bylaws may provide that in the absence or disqualification of any member of such committee or committees the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member; and

(e) Except as otherwise required by this Certificate of Incorporation, when and as authorized by the affirmative vote of the holders of a majority of the voting power of the stock issued and outstanding having voting power given at a stockholders' meeting duly

called upon such notice as is required by statute, or when authorized by the written consent of the holders of a majority of the voting power of the stock issued and outstanding, to sell, lease or exchange all or substantially all the property and assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property, including, without limitation, securities of any other corporation or corporations, as the Board of Directors shall deem expedient and for the best interests of the Corporation.

SECTION 6.2 Number. Election and Terms of Directors. The number of the directors of the Corporation shall be fixed from time to time by or pursuant to the Bylaws of the Corporation. The directors shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible, as shall be provided in the manner specified in the Bylaws of the corporation, one class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 1992, another class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 1993, and another class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 1994, with each class to hold office until its successor is elected and qualified. At each annual meeting of the stockholders of the Corporation, the successors of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election.

SECTION 6.3 Created Directorships and Vacancies. Newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor shall have been elected and qualified. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

SECTION 6.4 Removal. Any director may be removed from office for cause by the affirmative vote of the holders of seventy-five percent of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class.

SECTION 6.5 Amendment or Repeal. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least seventy-five percent of the voting power of all shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend, adopt any provision inconsistent with or repeal Sections 6.2, 6.3, 6.4 or 6.5 this Article VI.

ARTICLE VII
STOCKHOLDERS MEETINGS; BOOKS AND
RECORDS; ELECTION OF DIRECTORS

SECTION 7.1 Location of Meetings; Books and Records; Use of Ballots in the Elections of Directors. Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to applicable law) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation. Elections of Directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

SECTION 7.2 Actions by Shareholders; Special Meetings; Amendment. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders. Special meetings of stockholders of the Corporation may be called only by the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least seventy-five percent of the voting power of all shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend, adopt any provision inconsistent with or repeal this Section 7.2.

ARTICLE VIII
INDEMNIFICATION

SECTION 8.1. Third Party Actions. The Corporation shall indemnify any person who was or is a party or is or was threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer, employee or agent (including without limitation members of advisory boards of hospitals and other facilities owned by the Corporation and physicians serving on medical staff committees of such hospitals) of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or not taken by such person while acting in any such capacity, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (whether with or without court approval) actually and reasonably incurred by such person in connection with such action, suit or proceeding if he acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 8.2. Actions By or In the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is or was threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent (including without limitation members of advisory boards of hospitals and other facilities owned by the Corporation and physicians serving on medical staff committees of such hospitals) of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or not taken by him while acting in any such capacity, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation. The termination of any such threatened or actual action or suit by a settlement or by an adverse judgment or order shall not of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Corporation. Nevertheless, there shall be no indemnification with respect to expenses incurred in connection with any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless, and only to the extent that, the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

SECTION 8.3. Absolute Right. To the extent that a director, officer, employee or agent of the Corporation, or a person serving in any other enterprises at the request of the Corporation, shall have been successful on the merits or otherwise in defending against any threatened or actual action, suit or proceeding referred to in Section 8.1 or any threatened or actual action or suit referred to in Section 8.2, or in defense of any claim, issue or matter therein, he shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 8.4 Determination of Conduct. Any indemnification under Section 8.1, or under Section 8.2 (unless ordered by a court), shall be made by the Corporation only as authorized in the specific cases upon a determination that indemnification is proper in the circumstances because the person claiming indemnification has met the applicable standard of conduct set forth in such sections. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (2) if such quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

SECTION 8.5. Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of a director, officer,

employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article VIII.

SECTION 8.6. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VIII.

SECTION 8.7. Definition. For purposes of this Article VIII, references to “the Corporation” shall include, in addition to the resulting Corporation, any constituent corporation (including nay constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or who was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII, with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued. In addition, “the Corporation” shall also include all subsidiary corporations owned by the Corporation.

SECTION 8.8. Indemnity Not Exclusive. The indemnification provided hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any other bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation or engaged in any other enterprise at the request of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE IX BUSINESS COMBINATIONS

SECTION 9.1. Business Combinations. The provisions of this Article IX shall apply to any of the following transactions (hereinafter referred to as “Business Combinations”):

- (1) any merger or consolidation of the Corporation with or into any other corporation, person, or other entity which is the beneficial owner, directly or indirectly, of ten percent or more of the outstanding Voting Securities (as hereinafter defined) of the Corporation;
- (2) any sale, lease, exchange, pledge, transfer, or other disposition (in one transaction or in a series of transactions) of all or substantially all of the assets of the Corporation to any other corporation, person or other entity which is the beneficial owner, directly or indirectly, of ten percent or more of the outstanding Voting Securities of the Corporation;

(3) any sale, lease, exchange, or other disposition (in one transaction or a series of related transactions) to the Corporation or any subsidiary of the Corporation of any assets in exchange for Voting Securities (or securities convertible into or exchangeable for Voting Securities) of the Corporation or any subsidiary of the Corporation by any other corporation, person, or entity which is the beneficial owner, directly or indirectly, of ten percent or more of the outstanding Voting Securities of the Corporation, if the effect of such transaction is to increase by more than ten percent the total number of Voting Securities held by such entity; or

(4) any reclassification of securities (including any reverse stock split), recapitalization, or other transaction of the Corporation which has the effect, directly or indirectly, of decreasing the number of holders of the Corporation's Voting Securities remaining after any other corporation, person, or entity has become the beneficial owner, directly or indirectly, of ten percent or more of the outstanding Voting Securities of the Corporation.

A corporation, person or other entity which is the beneficial owner, directly or indirectly, of ten percent or more of the Corporation's outstanding Voting Securities (taken together as a single class) is herein referred to as the "Acquiring Entity."

SECTION 9.2. Board Action. If the Board of Directors unanimously approves a Business Combination with seventy-five percent of the members of the entire Board of Directors voting in favor of such Business Combination, then regular rules governing said Business Combination shall apply, and the provisions of this Article IX hereinafter set forth shall be disregarded.

SECTION 9.3. Vote Required. Notwithstanding the provisions of Section 216 of the General Corporation Laws of the State of Delaware, and any other provisions of this Certificate of Incorporation or the Bylaws, the affirmative vote of seventy-five percent of the voting power of the issued and outstanding capital stock of the Corporation present, in person, or by proxy at such meeting, excluding all Voting Securities owned beneficially, directly or indirectly, by the Acquiring Entity, shall be required for approval of any such Business Combination.

SECTION 9.4. Voting Securities. The term "Voting Securities" shall mean the voting power represented by all outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, and each reference to a proportion of shares of Voting Securities shall refer to the voting power represented by shares having such proportion to the voting power of shares entitled to be cast.

SECTION 9.5. Beneficial Ownership. For the purposes of this Article IX, any corporation, person, or entity will be deemed to be the beneficial owner of any Voting Securities of the Corporation:

(1) which it owns directly, whether or not of record, Or

(2) which it has the right to acquire pursuant to any agreement or arrangement or understanding or upon exercise of conversion rights, exchange rights, warrants, or options or otherwise, or

(3) which are beneficially owned, directly or indirectly (including shares deemed to be owned through application of Section 9.5(2) above), by an “affiliate” or “associate” as those terms are defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934 as in effect on June 1, 1990, or

(4) which are beneficially owned, directly or indirectly (including shares deemed owned through application of -Section 9.5(2) above), by any other corporation, person, or entity with which it or any of its “affiliates” or “associates” (as those terms are defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934 as in effect on June 1, 1990) has any agreement or arrangement or understanding for the purpose of acquiring, holding, voting or disposing of Voting Securities of the Corporation.

For the purposes only of determining whether a corporation, person, or other entity owns beneficially, directly or indirectly, ten percent or more of the outstanding Voting Securities of the Corporation, the outstanding Voting Securities of the Corporation will be deemed to include any Voting Securities that may be issuable pursuant to any agreement, arrangement, or understanding or upon exercise of conversion rights, exchange rights, warrants, options, or otherwise which are deemed to be beneficially owned by such corporation, person, or other entity pursuant to the foregoing provisions of this Section 9.5.

SECTION 9.6. Exemptions. The provisions of this Article IX shall not apply to a Business Combination which (i) does not change any Voting Security holder’s percentage ownership of Voting Securities in any successor to the Corporation from the percentage of Voting Securities beneficially owned by such holder in the Corporation, (ii) provides for the provisions of this Article IX, without any amendment, change, alteration, or deletion, to apply to any successor to the Corporation, and (iii) does not transfer all or substantially all of the Corporation’s assets, other than to a wholly-owned subsidiary of the Corporation.

SECTION 9.7. Additional Voting Requirements. The affirmative vote required by this Article IX will be in addition to the vote of the holders of any class or series of stock of the Corporation otherwise required by law or this Certificate of Incorporation, or a resolution providing for the issuance of a class or series of stock which has been adopted by the Board of Directors, or any agreement between the Corporation and any national securities exchange.

SECTION 9.8. Amendment. No amendment, alteration, change, or repeal of any provision of this Article IX may be effected unless it is approved at a meeting of the Corporation’s stockholders called for that purpose. Notwithstanding any other provision of this Certificate of Incorporation, there shall be required to amend, alter, change or repeal, directly or indirectly, any provision of this Article IX the affirmative vote of seventy-five percent of the voting power of the issued and outstanding capital stock of the Corporation present, in person or by proxy, at such meeting, excluding all Voting Securities owned beneficially, directly or indirectly, by any Acquiring Entity.

ARTICLE X
AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute or, as applicable, by this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XI
LIMITATION OF LIABILITY OF DIRECTORS

No member of the Board of Directors of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that this Article XI shall not eliminate or limit the liability of a director (a) for any act or omission occurring prior to the date this Article XI becomes effective pursuant to the Delaware General Corporation Law or (b) (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derives an improper personal benefit.

ARTICLE XII
AMENDMENT OF BYLAWS

The Board of Directors shall have power to adopt, amend and repeal the Bylaws of the Corporation. Any Bylaws adopted by the directors under the powers conferred hereby may be amended or repealed by the directors or by the stockholders. Notwithstanding the foregoing and anything contained in this Certificate of Incorporation to the contrary, provisions of the Bylaws of the Corporation regulating the number, qualification and election of directors; newly created directorships and vacancies, removal of directors and election of directors shall not be amended or repealed and no provision inconsistent with provisions regulating such matters in the then existing Bylaws shall be adopted without the affirmative vote of the holders of at least seventy-five percent of the voting power of all the shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least seventy-five percent of the voting power of all the shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend, adopt any provision inconsistent with or repeal this Article XII.

ARTICLE XIII
RECAPITALIZATION

Each holder of record of the \$.01 par value Class A Common Stock, \$.01 par value Class B Common Stock and \$.01 par value Preferred Stock of the Corporation issued and outstanding as of the close of business on the date this Fourth Amended and Restated Certificate of Incorporation is filed with the Office of the Secretary of State of Delaware shall be entitled to receive certificates representing one share of \$.01 par value common stock (the "Common Stock") for each outstanding share of Class A Common Stock, Class B Common Stock or Preferred Stock, held by such holder, as the case may be, with any fractional shares to be paid in cash.

We, the undersigned, President and Secretary of Community Health Systems, Inc., for the purpose of amending and restating the Certificate of Incorporation of said Community Health Systems, Inc., do make this certificate, hereby declaring and certifying that this Fourth Amended and Restated Certificate of Incorporation was adopted by written consent of a majority of the stockholders of Community Health Systems, Inc. in accordance with the provisions of Section 228 of the general Corporation Law of Delaware and written notice has been given to those stockholders of Community Health Systems, Inc. who have not consented in writing in accordance with said Section 228, and further that this instrument is our act and deed and that the facts herein stated are true. Accordingly, we have hereunto set our hands and seals this 1st day of March, 1991.

/s/ E. Thomas Chaney

E. Thomas Chaney, President

/s/ Linda K. Parsons

Secretary

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this date personally appeared E. Thomas Chaney and Linda Parsons, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 1st day of Mar, 1991.

/s/ Gloria Chavez

Notary Public, in and for the State of Texas

My Commission Expires 1-27-92

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 05/10/1994
944082284 — 2057824

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
COMMUNITY HEALTH SYSTEMS, INC.

Community Health Systems, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, whose Fourth Amended and Restated Certificate of Incorporation, filed with the Delaware Secretary of State on March 4, 1991, and whose original Certificate of Incorporation was filed with the Delaware Secretary of State on March 25, 1985,

DOES HEREBY CERTIFY:

1. The Fourth Amended and Restated Certificate of Incorporation of the Corporation is hereby amended by deleting the first two paragraphs of Article IV in their entirety and inserting in lieu thereof the following:

"The total number of shares of stock which the Corporation shall have authority to issue is 35,000,000 shares of which

(a) 5,000,000 shares shall be Preferred Stock, issuable in series of the par value of \$.01 per share, and

(b) 30,000,000 shares shall be Common Stock of the par value of \$.01 per share."

2. Such amendment was duly adopted in accordance with the provision of Sections 212 and 242 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, Community Health Systems, Inc. has caused this Certificate to be signed by its duly authorized officer this 9th day of May, 1994.

COMMUNITY HEALTH SYSTEMS, INC.

/s/ Tyree G. Wilburn

Tyree G. Wilburn, Senior Vice President

Attest:

/s/ Sara Martin-Michels

Sara Martin-Michels, Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/23/1954
944179306 — 2057824

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED
OFFICE AND REGISTERED AGENT
OF
COMMUNITY HEALTH SYSTEMS, INC.

The Board of Directors of:

COMMUNITY HEALTH SYSTEMS, INC.

a Corporation of the State of Delaware, on this 19th day of September, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is CORPORATION SERVICE COMPANY.

COMMUNITY HEALTH SYSTEMS, INC.

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this

Certificate to be signed by its duly authorized Assistant Secretary this 19th day of September A.D. 1994.

/s/ Sara Martin Michels

Authorized Officer

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
COMMUNITY HEALTH SYSTEMS, INC.

Community Health Systems, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, whose Fourth Amended and Restated Certificate of Incorporation, filed with the Delaware Secretary of State on March 4, 1991, and whose original Certificate of Incorporation was filed with the Delaware Secretary of State on March 25, 1985,

DOES HEREBY CERTIFY:

1. The Fourth Amended and Restated Certificate of Incorporation of the Corporation is hereby amended by deleting the first paragraph of Article IV in its entirety and inserting in lieu thereof the following:

"The total number of shares of stock which the Corporation shall have authority to issue is 50,000,000 shares of which

(a) 5,000,000 shares shall be Preferred Stock, issuable in series of the par value of \$.01 per share, and

(b) 45,000,000 shares shall be Common Stock of the par value of \$.01 per share."

2. Such amendment was duly adopted in accordance with the provision of Sections 212 and 242 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, Community Health Systems, Inc. has caused this Certificate to be signed by its duly authorized officer this 4th day of May, 1995.

COMMUNITY HEALTH SYSTEMS, INC.

/s/ Tyree G. Wilburn

Tyree G. Wilburn, Senior Vice President

Attest:

/s/ Sara Martin-Michels

Sara Martin-Michels, Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 05/05/1995
950099963 — 2057824

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 09/07/1995
950203109 — 2057824

CERTIFICATE OF DESIGNATIONS
of
COMMUNITY HEALTH SYSTEMS, INC.

(Pursuant to Section 151 of the
Delaware General Corporation Law)

Community Health Systems, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (hereinafter called the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation as required by Section 151 of the General Corporation Law at a meeting duly called and held on September 7, 1995:

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors of the corporation in accordance with the provisions of the Certificate of Incorporation, as amended and restated, the Board of Directors hereby creates a series of Preferred Stock, par value \$.01 per share (the "Preferred Stock"), of the Corporation and hereby states the designation and number of shares, and fixes the relative rights, preferences and limitations thereof as follows:

Series A Junior Participating Preferred Stock;

Section 1. Designation of Amount. The shares of such series shall be designated as "Series A Junior Participating Preferred Stock" (the "Series A Preferred stock") and the number of shares constituting the Series A Preferred Stock shall be 830,000. Such number of shares may be increased or decreased by resolution of the Board of Directors; provided, that no decrease shall reduce the number of shares of Series A Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants, or upon the conversion of any outstanding securities issued by the Corporation convertible into Series A Preferred Stock.

Section 2. Dividends and Distributions.

(A) Subject to the rights of the holders of any shares of any series of Preferred Stock (or any similar stock) ranking prior and superior to the Series A Preferred Stock with respect to dividends, the holders of shares of Series A Preferred Stock, in preference to the holders of Common Stock of the Corporation (the "Common Stock"), and of any other junior stock, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the last day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on

the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) \$1 or (b) subject to the provision for adjustment hereinafter set forth, 1,000 times the aggregate per share amount of all cash dividends and 1,000 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Series A Preferred Stock. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series A Preferred Stock as provided in paragraph (A) of this Section 2 immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided, that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of \$1 per share on the Series A Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series A Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of series A Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights. The holders of shares of Series A Preferred Stock shall have the following voting rights:

(A) Subject to the provision for adjustment hereinafter set forth, each share of Series A Preferred Stock shall entitle the holder thereof to 1,000 votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of voting Common stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of voting Common Stock, then in each such case the number of votes per share to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of voting Common Stock outstanding immediately after such event and the denominator of which is the number of shares of voting common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein, in any other Certificate of Designations creating a series of Preferred Stock or any similar stock, or by law, the holders of shares of Series A Preferred Stock and the holders of shares of voting Common Stock and any other capital stock of the Corporation having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) Except as set forth herein, or as otherwise provided by law, holders of Series A Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of voting Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(A) Whenever quarterly dividends or other dividends or distributions payable on the Series A Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock;

(ii) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except dividends paid ratably on the Series A Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series

A Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Preferred Stock; or (iv) redeem or purchase or otherwise acquire for consideration any shares of Series A Preferred Stock, or any shares of stock ranking on a parity with the Series A Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock subject to the conditions and restrictions on issuance set forth herein, in the Certificate of Incorporation, or in any other Certificate of Designations creating a series of Preferred Stock or any similar stock or as otherwise required by law.

Section 6. Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of the Corporation, no distribution shall be made (1) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock unless, prior thereto, the holders of shares of Series A Preferred Stock shall have received \$1,000 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, provided that the holders of shares of Series A Preferred Stock shall be entitled to receive an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to 1,000 times the aggregate amount to be distributed per share to holders of shares of Common Stock, or (2) to the holders of shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except distributions made ratably on the Series A Preferred Stock and all such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under the proviso in clause (1) of the preceding sentence shall be adjusted by

multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section. 7 Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case each share of Series A Preferred Stock shall at the same time be similarly exchanged or changed into an amount per share, subject to the provision for adjustment hereinafter set forth, equal to 1,000 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series A Preferred Stock shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. No Redemption. The shares of Series A Preferred Stock shall not be redeemable.

Section 9. Rank. The Series A Preferred Stock shall rank, with respect to the payment of dividends and the distribution of assets, junior to all series of any other class of the Corporation's Preferred Stock.

Section 10. Amendment. The Certificate of Incorporation of the Corporation shall not be amended in any manner which would materially alter or change the powers, preferences or special rights of the Series A Preferred stock so as to affect them adversely without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Series A Preferred Stock, voting together as single class.

Section 11. Fractional Shares. Series A Preferred Stock may be issued in fractions of a share, which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions and have the benefit of all other rights of holders of series A Preferred Stock.

IN WITNESS WHEREOF, this Certificate of Designations is executed on behalf of the Corporation by its President and attested by its Secretary this 7th day of September, 1995.

/s/ E. Thomas Chaney

E. Thomas Chaney
President

Attest:

/s/ Linda Parsons

Linda Parsons
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 07/22/1996
960213255 — 2057824

Certificate Of Ownership And Merger
Merging
FLCH Acquisition Corp.
Into
Community Health Systems, Inc,

Pursuant to Section 253 of the
General Corporation Law of the State of Delaware

FLCH Acquisition Corp., a Delaware corporation ("FLCH"), hereby certifies as follows:

First: Community Health Systems, Inc. ("Community") and FLCH were incorporated pursuant to the General Corporation Law of the State of Delaware on March 25, 1985 and June 6, 1996, respectively.

Second: FLCH owns at least 90% of the outstanding shares of the Common Stock, par value \$.01 per share, of Community.

Third: On July 22, 1996, the sole director of FLCH adopted, by written consent, the resolutions attached hereto as Exhibit A which are incorporated herein by reference.

Fourth: The Merger contemplated herein was approved by the holders of all of the outstanding stock of FLCH entitled to vote thereon by written consent dated July 22, 1996, pursuant to Section 228 of the Delaware General Corporation Law.

Fifth: The Amended and Restated Certificate of Incorporation of Community, as amended and restated hereby, shall constitute the Restated Certificate of Incorporation of Community which shall be the surviving corporation in the Merger ("Surviving Corporation"), and, as so amended, shall read in its entirety as set forth in Appendix I to Exhibit A hereto.

Sixth: This Certificate of Ownership and Merger shall be effective upon its filing date.

Seventh: FLCH has caused this Certificate to be signed by Winston E. Hutchins, its Executive Vice President, this 22 day of July, 1996.

FLCH ACQUISITION CORP.

By: /s/ Winston E. Hutchins

Winston E. Hutchins
Executive Vice President

EXHIBIT A

WRITTEN CONSENT OF
THE SOLE DIRECTOR
OF FLCH ACQUISITION CORP.

WHEREAS, FLCH Acquisition Corp. (“FLCH”) is the record and beneficial owner of at least ninety percent of the outstanding shares of common stock, par value \$.01 per share (the “Community Common Stock”), of Community Health Systems, Inc., a Delaware corporation (“Community”); and

WHEREAS, said Community Common Stock is the only issued and outstanding class of capital stock of Community; and

WHEREAS, FLCH desires to merge itself into Community pursuant to the provisions of Section 253 of the General Corporation Law of the State of Delaware;

NOW, THEREFORE, BE IT RESOLVED, that effective upon the filing of an appropriate Certificate of Ownership and Merger, embodying these resolutions, with the Secretary of State of the State of Delaware (the “Certificate of Merger”), FLCH shall merge itself into Community (the “Merger”), and Community shall be the surviving corporation in the Merger (the “Surviving Corporation”) and shall assume all the obligations of FLCH (the date and time of such filing being hereinafter referred to as the “Effective Time”); and

RESOLVED, that the terms and conditions of the Merger are as follows:

- (1) At the Effective Time, the Amended and Restated Certificate of Incorporation of Community shall be amended to read in its entirety as set forth in Appendix I hereto, and, as so amended, shall constitute the Restated Certificate of Incorporation of the Surviving Corporation;
- (2) At the Effective Time, the By-Laws of FLCH shall constitute the By-Laws of the Surviving Corporation;
- (3) At the Effective Time, the sole director of FLCH shall be the sole director of the Surviving Corporation, until her successors are duly elected or appointed and qualified in the manner provided by the Restated Certificate of Incorporation and By-Laws of the Surviving Corporation, or as otherwise provided by law;
- (4) At the Effective Time, the officers of Community shall be the officers of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Restated Certificate of Incorporation and By-Laws of the Surviving Corporation, or as otherwise provided by law;
- (5) At the Effective Time, by virtue of the Merger, without any action on the part of the holder thereof, each share of Community Common Stock that is issued and outstanding immediately prior to the Effective Time (other than Dissenters’ Shares, as

defined below, and except as provided in clause (7) below) shall be converted into the right to receive \$52.00 in cash, without interest (the “Merger Consideration”);

(6) At the Effective Time, each of the outstanding shares of Community Common Stock held by stockholders who shall have properly exercised and perfected appraisal rights with respect thereto under Section 262 of the Delaware General Corporation Law (“Dissenters’ Shares”) shall not be converted as set forth in paragraph (5) above pursuant to the Merger, but shall instead be entitled to receive payment of the appraised value of such shares in accordance with the provisions of such Section 262, except that any Dissenters’ Shares held by a stockholder who shall thereafter withdraw his or her demand for appraisal of such shares or lose his or her right to such payment shall be converted, as of the Effective Time, as set forth in paragraph (5) above;

(7) At the Effective Time, each of the shares of Community Common Stock held by Community as treasury shares or owned by FLCH or its parent prior to the Effective Time shall be canceled;

(8) At the Effective Time, each share of the common stock, par value \$0.01 per share, of FLCH that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into a validly issued, fully paid and non-assessable share of common stock, par value \$0.01 per share, of the Surviving Corporation;

(9) At and after the Effective Time, the stock transfer books of Community shall be closed and no transfer of shares shall thereafter be made; and the holders of certificates for shares of Community Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to their shares of Community Common Stock, except the right to receive the Merger Consideration upon surrender of the certificates representing such shares and except such rights as to Dissenters’ Shares as are described in clause (6) above;

(10) At the Effective Time, the Surviving Corporation shall possess all of the assets and property of every description, and all of the rights, privileges, powers, franchises and authority, of each of FLCH and Community and the obligations belonging to or due either of them shall be vested in the Surviving Corporation without further act or deed;

RESOLVED, that the officers of FLCH be, and each of them hereby is, directed and authorized to make, execute and deliver, in the name and on behalf of FLCH, a Certificate of Ownership and Merger setting forth a copy of these resolutions providing for the merger of FLCH into Community, and the date of adoption hereof, and to cause the same to be filed with the Secretary of State of the State of Delaware and a certified copy thereof recorded in the office of the Recorder of Deeds in the County of New Castle in the State of Delaware; and

RESOLVED, that, at or after the Effective Time, Chase Mellon Shareholder Services L.L.C. (or such other person as is determined by the officers of the Surviving Corporation) shall be appointed as Paying Agent with respect to the shares of Community Common Stock surrendered pursuant to the Merger; and

RESOLVED, that the officers of FLCH be, and each of them is, authorized to take or cause to be taken all such further actions and to execute and deliver all such further agreements, documents, certificates and undertakings in the names and on behalf of FLCH and to incur all fees and expenses as in his judgment shall be necessary, appropriate or advisable to carry into effect the purpose and intent of any and all of the foregoing resolutions; and

RESOLVED, that a copy of this Written Consent be filed in the Minute Book of FLCH.

Appendix I

RESTATED
CERTIFICATE OF INCORPORATION
OF
COMMUNITY HEALTH SYSTEMS, INC.

FIRST: The name of the Corporation is Community Health Systems, Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares which the Corporation shall have authority to issue is 100,000 shares of Common Stock par value \$.01 per share.

FIFTH: The Board of Directors is expressly authorized to adopt, amend, or repeal the by-laws of the Corporation.

SIXTH: Elections of directors need not be by written ballot unless the by-laws of the Corporation shall otherwise provide.

SEVENTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of Delaware is hereafter amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of Delaware as so amended. Any repeal or modification of this Article SEVENTH by the stockholders of the Corporation or otherwise shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

EIGHTH: The Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED
OFFICE AND REGISTERED AGENT
OF
COMMUNITY HEALTH SYSTEMS, INC.

The Board of Directors of Community Health Systems, Inc., a Delaware corporation (the "Corporation"), on the 2nd day of June, AD, 1990, did thereby resolve and order that the location of the Registered Office of the Corporation within the State of Delaware be, and the same hereby is: 1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is: CORPORATION SERVICE COMPANY.

The Corporation, does hereby certify that the foregoing is a true copy of a resolution adopted by its Board of Directors by written consent dated June 2, 1998.

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its President and Secretary this 17th day of June, 1998.

By: Wayne T. Smith
Wayne T. Smith, President and CEO

Attested By: /s/ Rachel A. Seifert

Rachel A. Seifert, Vice President,
General Counsel and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/19/1998
981237227— 2057824

UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
COMMUNITY HEALTH SYSTEMS, INC.

Pursuant to Section 141(f) of the
General Corporation Law of the State of Delaware

The undersigned, being all of the members of the Board of Directors of Community Health Systems, Inc., a Delaware corporation (the "Corporation"), hereby consent, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, to the adoption of the following resolutions:

Change of Registered Agent

RESOLVED, that the location of the Registered Office of the Corporation within the State of Delaware be, and the same hereby is: 1013 Centre Road, in the City of Wilmington, County of New Castle, Delaware, 19805.

RESOLVED, that the name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is Corporation Service Company.

RESOLVED, that the officers of the Corporation are hereby authorized to take any actions necessary to notify the Delaware Secretary of State of the change in registered agent and registered address in the State of Delaware.

RESOLVED, that a copy of this written consent be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

Dated: June 2, 1998.

/s/ Sandra J. Horbach

Sandra J. Horbach

/s/ Wayne T. Smith

Wayne T. Smith

/s/ Thomas H. Lister

Thomas H. Lister

/s/ W. Larry Cash

W. Larry Cash

CERTIFICATE OF AMENDMENT OF
THE RESTATED CERTIFICATE OF INCORPORATION
OF
COMMUNITY HEALTH SYSTEMS, INC.
(to be renamed "CHS/Community Health Systems, Inc.")

(Pursuant to Section 242 of the
General Corporation Law of the State of Delaware)

The undersigned, Rachel Seifert, certifies that she is the Vice President and Secretary of Community Health Systems Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and does hereby further certify as follows:

- (1) This Certificate of Amendment to the Restated Certificate of Incorporation, which amends the certificate of incorporation of the Corporation by changing the name of the Corporation, was duly adopted in accordance with Sections 228 and 242 of the General Corporation Law of the State of Delaware.
- (2) The FIRST paragraph of the Restated Certificate of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

"FIRST: The name of the Corporation is CHS/Community Health Systems, Inc. (the "Corporation")."

IN WITNESS WHEREOF, Community Health Systems, Inc. has caused this Certificate of Amendment of the Restated Certificate of Incorporation to be signed by Rachel Seifert, its Vice President and Secretary on this 25 day of February, 2000.

COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ Rachel Seifert

Name: Rachel Seifert
Title: Vice President and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 02/24/2000
001092675 — 2057824

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is: CHS/Community Health Systems, Inc.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on. 10-31-03

/s/ Sherry Connelly

Sherry Connelly
Asst Secretary

State of Delaware
Secretary of State
Division of Corporations

Delivered 10:46 AM 11/12/2003

FILED 09:47 AM 11/12/2003

SRV 030724054 — 2057824 FILE

COMMUNITY HEALTH SYSTEMS, INC.
(Now known as CHS/Community Health Systems, Inc.)
UNANIMOUS WRITTEN CONSENT OF

THE BOARD OF DIRECTORS

Pursuant to Section 141(f) of the
General Corporation Law of the State of Delaware

The undersigned, being all of the members of the Board of Directors of Community Health Systems, Inc., a Delaware corporation (the "Company"), hereby consent, pursuant to Section 141(f) of the Delaware General Corporation Law, to the adoption of the following resolutions:

Amendment of By-Laws

RESOLVED, that, pursuant to Article VIII of the Restated Certificate of Incorporation of the Company on file with the Delaware Secretary of State and Article VII of the By-Laws of the Company, dated as of July 22, 1996, Article IV, Section 5 of the By-Laws of the Company be, and hereby is, amended and restated as follows:

"SECTION 5. The President. The President shall, in the absence of the Chairman of the Board or if the Chairman of the Board shall not have been elected, preside at each meeting of the Board of Directors or the stockholders. He shall perform all duties incident to the office of President and such other duties as may from time to time be assigned to him by the Board of Directors or the Chief Executive Officer, if one shall have been elected."

RESOLVED, that the Secretary of the Company be, and she hereby is, directed to place a copy of the amended Article IV, Section 5 of the By-Laws of the Company with the corporate records of the Company.

Chief Executive Officer

RESOLVED, that E. Thomas Chaney be, and he hereby is, elected to the office of Chief Executive Officer of the Company, to hold office until his successor shall have been duly elected and qualified.

RESOLVED, that a copy of this written consent be filed with the minutes of the proceedings of the Board of Directors of the Company.

Dated: January 13, 1997,

/s/ E. Thomas Chaney

E. Thomas Chaney

/s/ Sandra J. Horbach

Sandra J. Horbach

/s/ Thomas H. Lister

Thomas H. Lister

/s/ Richard E. Ragsdale

Richard E. Ragsdale

BY-LAWS OF
COMMUNITY HEALTH SYSTEMS, INC.

(Now known as CHS/Community Health Systems, Inc.)

(A Delaware Corporation)

ARTICLE I

Offices

SECTION 1. Registered Office. The registered office of the Corporation within the State of Delaware shall be in the City of Wilmington, County of New Castle.

SECTION 2. Other Offices. The Corporation may also have an office or offices other than said registered office at such place or places, either within or without the State of Delaware, as the Board of Directors shall from time to time determine or the business of the Corporation may require.

ARTICLE II

Meetings of Stockholders

SECTION 1. Place of Meetings. All meetings of the stockholders for the election of directors or for any other purpose shall be held at any such place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of meeting or in a duly executed waiver thereof.

SECTION 2. Annual Meeting. The annual meeting of stockholders shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of meeting or in a duly executed waiver thereof. At such annual meeting, the stockholders shall elect, by a plurality vote, a Board of Directors and transact such other business as may properly be brought before the meeting.

SECTION 3. Special Meetings. Special meetings of stockholders, unless otherwise prescribed by statute, may be called at any time by the Board of Directors or the Chairman of the Board, if one shall have been elected, or the President.

SECTION 4. Notice of Meetings. Except as otherwise expressly required by statute, written notice of each annual and special meeting of stockholders stating the date, place and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each stockholder of record entitled to vote thereat not less than ten nor more than sixty days before the date of the meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. Notice shall be given personally or by mail and, if by mail, shall be sent in a postage prepaid envelope, addressed to the stockholder at his address as it appears on the records of the Corporation. Notice by mail shall be deemed given at the time when the same shall be deposited in the United States mail, postage prepaid. Notice of any meeting

shall not be required to be given to any person who attends such meeting, except when such person attends the meeting in person or by proxy for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, or who, either before or after the meeting, shall submit a signed written waiver of notice, in person or by proxy. Neither the business to be transacted at, nor the purpose of, an annual or special meeting of stockholders need be specified in any written waiver of notice.

SECTION 5. List of Stockholders. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, showing the address of and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city, town or village where the meeting is to be held, which place shall be specified in the notice of meeting, or, if not specified, at the place where the meeting is to be held. The list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 6. Quorum, Adjournments. The holders of a majority of the voting power of the issued and outstanding stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders, except as otherwise provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented by proxy at any meeting of stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or, if after adjournment a new record date is set, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 7. Organization. At each meeting of stockholders, the Chairman of the Board, if one shall have been elected, or, in his absence or if one shall not have been elected, the President shall act as chairman of the meeting. The Secretary or, in his absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting shall act as secretary of the meeting and keep the minutes thereof.

SECTION 8. Order of Business. The order of business at all meetings of the stockholders shall be as determined by the chairman of the meeting.

SECTION 9. Voting. Except as otherwise provided by statute or the Certificate of Incorporation, each stockholder of the Corporation shall be entitled at each meeting of stockholders to one vote for each share of capital stock of the Corporation standing in his name on the record of stockholders of the Corporation:

(a) on the date fixed pursuant to the provisions of Section 7 of Article V of these By-Laws as the record date for the determination of the stockholders who shall be entitled to notice of and to vote at such meeting; or

(b) if no such record date shall have been so fixed, then at the close of business on the day next preceding the day on which notice thereof shall be given, or, if notice is waived, at the close of business on the date next preceding the day on which the meeting is held.

Each stockholder entitled to vote at any meeting of stockholders may authorize another person or persons to act for him by a proxy signed by such stockholder or his attorney-in-fact, but no proxy shall be voted after three years from its date, unless the proxy provides for a longer period. Any such proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for so delivering such proxies. When a quorum is present at any meeting, the vote of the holders of a majority of the voting power of the issued and outstanding stock of the Corporation entitled to vote thereon, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute or of the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Unless required by statute, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by his proxy, if there by such proxy, and shall state the number of shares voted.

SECTION 10. Inspectors. The Board of Directors may, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act, the chairman of the meeting shall, or if inspectors shall not have been appointed, the chairman of the meeting may, appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares of capital stock of the Corporation outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be stockholders.

SECTION 11. Action by Consent. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, by any provision of statute or of the Certificate of Incorporation or of these By-Laws, the meeting and vote of stockholders may be dispensed with, and the action taken without such meeting and vote, if a consent in writing, setting forth the action so taken, shall be

signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of stock of the Corporation entitled to vote thereon were present and voted.

ARTICLE III

Board of Directors

SECTION 1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of incorporation directed or required to be exercised or done by the stockholders:

SECTION 2. Number, Qualifications, Election and Term of Office. The number of directors constituting the initial Board of Directors shall be one. Thereafter, the number of directors may be fixed, from time to time, by the affirmative vote of a majority of the entire Board of Directors or by action of the stockholders of the Corporation. Any decrease in the number of directors shall be effective at the time of the next succeeding annual meeting of stockholders unless there shall be vacancies in the Board of Directors, in which case such decrease may become effective at any time prior to the next succeeding annual meeting to the extent of the number of such vacancies. Directors need not be stockholders. Except as otherwise provided by statute or these By-Laws, the directors (other than members of the initial Board of Directors) shall be elected at the annual meeting of stockholders. Each director shall hold office until his successor shall have been elected and qualified, or until his death, or until he shall have resigned, or have been removed, as hereinafter provided in these By-Laws.

SECTION 3. Place of Meetings. Meetings of the Board of Directors shall be held at such place or places, within or without the State of Delaware, as the Board of Directors may from time to time determine or as shall be specified in the notice of any such meeting.

SECTION 4. Annual Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such other time or place (within or without the State of Delaware) as shall be specified in a notice thereof given as hereinafter provided in Section 7 of this Article III.

SECTION 5. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors may fix. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board of Directors need not be given except as otherwise required by statute or these By-Laws.

SECTION 6. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, if one shall have been elected, or by two or more directors of the Corporation or by the President.

SECTION 7. Notice of Meetings. Notice of each special meeting of the Board of Directors (and of each regular meeting for which notice shall be required) shall be given by the Secretary as hereinafter provided in this Section 7, in which notice shall be stated the time and place of the meeting. Except as otherwise required by these By-Laws, such notice need not state the purposes of such meeting. Notice of each such meeting shall be mailed, postage prepaid, to each director, addressed to him at his residence or usual place of business, by first class mail, at least two days before the day on which such meeting is to be held, or shall be sent addressed to him at such place by telegraph, cable, telex, telecopier or other similar means, or be delivered to him personally or be given to him by telephone or other similar means, at least twenty-four hours before the time at which such meeting is to be held. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting, except when he shall attend for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 8. Quorum and Manner of Acting. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and, except as otherwise expressly required by statute or the Certificate of Incorporation or these By-Laws, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of the time and place of any such adjourned meeting shall be given to all of the directors unless such time and place were announced at the meeting at which the adjournment was taken, in which case such notice shall only be given to the directors who were not present thereat. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The directors shall act only as a Board and the individual directors shall have no power as such.

SECTION 9. Organization. At each meeting of the Board of Directors, the Chairman of the Board, if one shall have been elected, or, in the absence of the Chairman of the Board or if one shall not have been elected, the President (or, in his absence, another director chosen by a majority of the directors present) shall act as chairman of the meeting and preside thereat. The Secretary or, in his absence, any person appointed by the chairman shall act as secretary of the meeting and keep the minutes thereof.

SECTION 10. Resignations. Any director of the Corporation may resign at any time by giving written notice of his resignation to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 11. Vacancies. Any vacancy in the Board of Directors, whether arising from death, resignation, removal (with or without cause), an increase in the number of directors or any other cause, may be filled by the vote of a majority of the directors then in office, though less than a quorum, or by the sole remaining director or by the stockholders at the next annual meeting thereof or at a special meeting thereof. Each director so elected shall hold office until his successor shall have been elected and qualified.

SECTION 12. Removal of Directors. Any director may be removed, either with or without cause, at any time, by the holders of a majority of the voting power of the issued and outstanding capital stock of the Corporation entitled to vote at an election of directors.

SECTION 13. Compensation. The Board of Directors shall have authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

SECTION 14. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, including an executive committee, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In addition, in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Except to the extent restricted by statute or the Certificate of Incorporation, each such committee, to the extent provided in the resolution creating it, shall have and may exercise all the powers and authority of the Board of Directors and may authorize the seal of the Corporation to be affixed to all papers which require it. Each such committee shall serve at the pleasure of the Board of Directors and have such name as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors.

SECTION 15. Action by Consent. Unless restricted by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors or such committee, as the case may be.

SECTION 16. Telephonic Meeting. Unless restricted by the Certificate of incorporation, any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting.

ARTICLE IV

Officers

SECTION 1. Number and Qualifications. The officers of the Corporation shall be elected by the Board of Directors and shall include the President, one or more Vice-Presidents, the Secretary and the Treasurer. If the Board of Directors wishes, it may also elect as an officer of the Corporation a Chairman of the Board and may elect other officers (including one or more Assistant Treasurers and one or more Assistant Secretaries) as may be necessary or desirable for the business of the Corporation. Any two or more offices may be held by the same person, and no officer except the Chairman of the Board need be a director. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned or have been removed, as hereinafter provided in these By-Laws.

SECTION 2. Resignations. Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon receipt. Unless otherwise specified therein, the acceptance of any such resignation shall not be necessary to make it effective.

SECTION 3. Removal. Any officer of the Corporation may be removed, either with or without cause, at any time, by the Board of Directors at any meeting thereof.

SECTION 4. Chairman of Board. The Chairman of the Board, if one shall have been elected, shall be a member of the Board, an officer of the Corporation and, if present, shall preside at each meeting of the Board of Directors or the stockholders. He shall advise and counsel with the President, and in his absence with other executives of the Corporation, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

SECTION 5. The President. The President shall be the chief executive officer of the Corporation. He shall, in the absence of the Chairman of the Board or if a Chairman of the Board shall not have been elected, preside at each meeting of the Board of Directors or the stockholders. He shall perform all duties incident to the office of President and chief executive officer and such other duties as may from time to time be assigned to him by the Board of Directors.

SECTION 6. Vice-President. Each Vice-President shall perform all such duties as from time to time may be assigned to him by the Board of Directors or the President. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice-President, or if there shall be more than one, the Vice-Presidents in the order determined by the Board of Directors (or if there be no such determination, then the Vice-Presidents in the order of their election), shall perform the duties of the President, and, when so acting, shall have the powers of and be subject to the restrictions placed upon the President in respect of the performance of such duties.

SECTION 7. Treasurer. The Treasurer shall

- (a) have charge and custody of, and be responsible for, all the funds and securities of the Corporation;
- (b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation;
- (c) deposit all moneys and other valuables to the credit of the Corporation in such depositories as may be designated by the Board of Directors or pursuant to its direction;
- (d) receive, and give receipts for, moneys due and payable to the Corporation from any source whatsoever;
- (e) disburse the funds of the Corporation and supervise the investments of its funds, taking proper vouchers therefore;
- (f) render to the Board of Directors, whenever the Board of Directors may require, an account of the financial condition of the Corporation; and
- (g) in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 8. Secretary. The Secretary shall

- (a) keep or cause to be kept in one or more books provided for the purpose, the minutes of all meetings of the Board of Directors, the committees of the Board of Directors and the stockholders;
- (b) see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law;
- (c) be custodian of the records and the seal of the Corporation and affix and attest the seal to all certificates for shares of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal;
- (d) see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and
- (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 9. The Assistant Treasurer. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as from time to time may be assigned by the Board of Directors.

SECTION 10. The Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties as from time to time may be assigned by the Board of Directors.

SECTION 11. Officers' Bonds or Other Security. If required by the Board of Directors, any officer of the Corporation shall give a bond or other security for the faithful performance of his duties, in such amount and with such surety as the Board of Directors may require.

SECTION 12. Compensation. The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board of Directors. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE V

Stock Certificates and Their Transfer

SECTION 1. Stock Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the Chairman of the Board or the President or a Vice-President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restriction of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the General Corporation Law of the State of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

SECTION 2. Facsimile Signatures. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

SECTION 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the

Corporation alleged to have been lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as it may direct sufficient to indemnify it against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

SECTION 4. Transfers of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its records; provided, however, that the Corporation shall be entitled to recognize and enforce any lawful restriction on transfer. Whenever any transfer of stock shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of transfer if, when the certificates are presented to the Corporation for transfer, both the transferor and the transferee request the Corporation to do so.

SECTION 5. Transfer Agents and Registrars. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

SECTION 6. Regulations. The Board of Directors may make such additional rules and regulations, not inconsistent with these By-Laws, as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 7. Fixing the Record date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 8. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its records as the owner of shares of stock to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments a person registered on its records as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares of stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VI

Indemnification of Directors and Officers

SECTION 1. General. The Corporation shall indemnify any person who was or is a party or is or was threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent (including without limitation members of advisory boards of hospitals and other facilities owned by the Corporation and physicians serving on medical staff committees of such hospitals) of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or not taken by such person while acting in any such capacity, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (whether with or without court approval) actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 2. Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

SECTION 3. Indemnification in Certain Cases. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 4. Procedure. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in such Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or (c) by the stockholders.

SECTION 5. Advances for Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall be ultimately determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VI.

SECTION 6. Rights Not-Exclusixe. The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

SECTION 7. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VI.

SECTION 8. Definition of Corporation. For the purposes of this Article VI, references to "the Corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

SECTION 9 Survival of Rights. The indemnification and advancement of expenses provided by, or granted pursuant to this Article VI shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

General Provisions

SECTION 1 Dividends. Subject to the provisions of statute and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting. Dividends may be paid in cash, in property or in shares of stock of the Corporation, unless otherwise provided by statute or the Certificate of Incorporation.

SECTION 2. Reserves. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors may, from time to time, in its absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors may think conducive to the interests of the Corporation. The Board of Directors may modify or abolish any such reserves in the manner in which it was created.

SECTION 3. Seal. The seal of the Corporation shall be in such form as shall be approved by the Board of Directors.

SECTION 4. Fiscal Year. The fiscal year of the Corporation shall be fixed, and once fixed, may thereafter be changed, by resolution of the Board of Directors.

SECTION 5. Checks, Notes, Drafts, Etc. All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

SECTION 6. Execution of Contracts, Deeds, Etc. The Board of Directors may authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

SECTION 7. Voting of Stock in Other Corporations. Unless otherwise provided by resolution of the Board of Directors, the Chairman of the Board or the President, from time to time, may (or may appoint one or more attorneys or agents to) cast the votes which the Corporation may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose shares or securities may be held by the Corporation, at meetings of the holders of the shares or other securities of such other corporation. In the event one or more attorneys or agents are appointed, the Chairman of the Board or the President may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent. The Chairman of the Board or the President may, or may instruct the attorneys or agents appointed to, execute or cause to be executed in the name and on behalf of the Corporation and under its seal or otherwise, such written proxies,

consents, waivers or other instruments as may be necessary or proper in the circumstances.

ARTICLE VIII

Amendments

These By-Laws may be amended or repealed or new by-laws adopted (a) by action of the stockholders entitled to vote thereon at any annual or special meeting of stockholders or (b) if the Certificate of Incorporation so provides, by action of the Board of Directors at a regular or special meeting thereof. Any by-law made by the Board of Directors may be amended or repealed by action of the stockholders at any annual or special meeting of stockholders.

July 22, 1996

ARTICLES OF INCORPORATION

OF

CENTRE HOSPITAL CORPORATION

TO THE HONORABLE JUDGE OF PROBATE OF MONTGOMERY COUNTY, ALABAMA:

I, the undersigned Incorporator, for the purpose of forming a corporation pursuant to the provisions of the Alabama Business Corporation Act, do hereby certify as follows:

ARTICLE I

The name of the Corporation is: Centre Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purposes for which the Corporation is organized are:

- (a) To own, operate, manage, equip, service, establish, repair and maintain hospitals and other health care facilities of any and all kinds whatsoever.
- (b) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of the Corporation, and to do any and all such acts and things and to have and exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that may now or hereafter be applicable or available to this Corporation.

The foregoing clauses, and each phrase thereof, shall be construed, in their broadest sense, as purposes and powers of the Corporation in addition to those powers specifically conferred upon the Corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the Corporation otherwise granted by law.

ARTICLE IV

The aggregate number of shares which the Corporation shall have authority to issue is one thousand (1,000) shares of common stock, One Cent (\$0.01) par value. The Corporation's \$0.01 par common stock shall have unlimited voting rights and shall be entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE V

The location and street address of the initial registered office of the Corporation, and the name of its initial registered agent at such address is as follows:

Name	Address
National Registered Agents, Inc.	150 South Perry Street Montgomery, Alabama 36104

ARTICLE VI

The number of directors constituting the initial Board of Directors shall be three (3). Thereafter, the number of directors shall be fixed in the manner provided in the bylaws, and may be increased or decreased from time to time by amendment to, or in the manner provided in, the bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. Election of the Directors need not be written ballot unless the bylaws of the corporation shall so provide. The names and addresses of the persons who are to serve as the initial directors until the first annual meeting of the shareholders and until their respective successors shall be elected and qualified are as follows:

Name	Address
David L. Miller	7100 Commerce Way, Suite 100 Brentwood, Tennessee 37027
W. Larry Cash	7100 Commerce Way, Suite 100 Brentwood, Tennessee 37027
Rachel A. Seifert	7100 Commerce Way, Suite 100 Brentwood, Tennessee 37027

To the fullest extent permitted by Alabama law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 10-2B-8.33 of the Corporation Act or (iv) for any transaction from which the director derived any improper personal benefit. If the Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VII

The name and address of the incorporator is as follows:

Name	Address
Robin J. Keck	7100 Commerce Way, Suite 100 Brentwood, Tennessee 37027

ARTICLE VIII

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Corporation Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Corporation Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE IX

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, the undersigned Incorporator has signed these Articles of Incorporation on this 15th day of February, 2006.

/s/ Robin J. Keck
Robin J. Keck, Incorporator

Prepared by:
Robin J. Keck
Community Health Systems
7100 Commerce Way, Suite 100
Brentwood, Tennessee 37027

BYLAWS OF
CENTRE HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Montgomery, County of Montgomery, State of Alabama.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Alabama as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Alabama, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Alabama or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of

directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Alabama.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new

bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Alabama Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Alabama, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Alabama Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with

respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Alabama Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Alabama Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Alabama Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Alabama Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 23rd day of February, 2006.

ARTICLES OF INCORPORATION

OF

CULLMAN HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Alabama Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Cullman Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Alabama Business Corporation Act (the "Alabama Act").

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is Two Million Five Hundred Thousand (2,500,000) shares of \$.01 par value per share common stock.

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received.

ARTICLE SIX

The street address of its initial registered office is 57 Adams Avenue, Montgomery, Alabama 36104, and the name of its initial registered agent at such address is CSC-Lawyers Incorporating Service Incorporated.

ARTICLE SEVEN

The number of directors of the Corporation may be fixed by the Bylaws.

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until a successor is elected and qualified are:

Tyree G. Wilburn
155 Franklin Road, Suite 400
Brentwood, TN 37027

Deborah G. Moffett
3707 FM 1960 West, Suite 500
Houston, TX 77068

T. Mark Buford
3707 FM 1960 West, Suite 500
Houston, TX 77068

ARTICLE EIGHT

The name and address of the incorporator is:

Robin J. Payton
414 Union Street, Suite 1600
Nashville, Tennessee 37219.

ARTICLE NINE

To the greatest extent permitted by Alabama law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 10-2A-75 of the Alabama Act or (iv) for any transaction from which the director derives an improper personal benefit. If the Alabama Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Alabama Act, as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Alabama Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such

amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Alabama Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Alabama Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Alabama Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Alabama Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Alabama Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 10th day of November, 1995.

/s/ Robin J. Payton
Robin J. Payton, Incorporator
414 Union Street
Suite 1600
Nashville, Tennessee 37219

STATE OF ALA.
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
1995 NOV 13 PM 1:38
/s/ Walker Hobbie, Jr.
Judge of Probate

THE STATE OF ALABAMA
MONTGOMERY COUNTY
Probate Court

I, Walker Hobbie, Jr., Judge of Probate in and for the said County, in said State, hereby certify that the within and foregoing pages are a full, true and complete copy of ARTICLES OF INCORPORATION OF CULLMAN HOSPITAL CORPORATION as fully and completely as the same appears of record in this office in Book No. 193 of Corp at page 805.

Given under my hand and official seal this
20th day of November, A.D. 1995

/s/ Walker Hobbie Jr.
Judge of Probate Court, Montgomery County, Alabama

CERTIFICATE OF AMENDMENT

TO THE

ARTICLES OF INCORPORATION

OF

CULLMAN HOSPITAL CORPORATION

Pursuant to the provisions of Section 10-2B-10.03 of the Alabama Business Corporation Act, the undersigned Corporation ("Corporation") adopts the following Certificate of Amendment to its Articles of Incorporation and hereby certifies as follows:

1. Name. The name of the corporation is CULLMAN HOSPITAL CORPORATION.
2. Amendment. The Fourth Article of the Corporation's Articles of Incorporation is hereby amended in its entirety to read as follows:

"ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is Two Million Five Hundred Thousand (2,500,000) shares of common stock having a par value of \$0.01 per share. Each 1,500,000 shares of the Corporation's common stock issued and outstanding or held in the Corporation's treasury immediately prior to the close of business on February 13, 2006 ("Effective Date"), shall be combined into one (1) fully paid and non-assessable share of common stock, par value of one cent (\$.01) per share, of the Corporation ("Post-Split Common Stock"). Each certificate that immediately prior to the Effective Date represented shares of common stock ("Pre-Split Common Stock") shall thereafter represent the number of shares of Post-Split Common Stock into which the shares of Pre-Split Common Stock represented by such certificates shall be combined; provided, however, that each person holding of record a stock certificate(s) that represented shares of Pre-Split Common Stock shall receive, upon surrender of such certificate(s), a new certificate(s) representing the number of shares of

Post-Split Common Stock to which such person is entitled by reason of the combination. The Corporation shall not issue fractional shares of Post-Split Common Stock with respect to the combination of shares provided for herein. The Corporation shall pay in cash the fair value of fractions of a share, based on a value of \$0.00 per share of Pre-Split Common Stock, as of the Effective Date to any shareholder who is entitled to receive a fractional share as a result of the combination of shares provided for herein.”

3. Approval by Board of Directors. The amendment was duly adopted by the Corporation’s Board of Directors and was submitted for approval by the Corporation’s shareholders, in accordance with Section 10-2B-10.03 of the Alabama Business Corporation Act.

4. Approval by Shareholders. At a special meeting of the shareholders hold on March 1, 2006, the amendment was duly adopted by the shareholders in accordance with Section 10-2B-10.03 of the Alabama Business Corporation Act. As of the date of the special meeting, the Corporation had outstanding 2,500,000 shares of Common Stock, \$0.01 par value per share, each of which was entitled to 1 vote with respect to the amendment. A majority of the shares of Common Stock present at the special meeting, in person, voted in favor of adopting the amendment.

5. Authority. This amendment was duly adopted in accordance with the applicable provisions of Sections 10-2B-10.03 and 10-2B-7.04 of the Alabama Business Corporation Act.

6. Effective Date. This amendment is to be effective when filed by the Secretary of State.

Dated: 2/20, 2006

CULLMAN HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Name: Rachel A. Seifert, Senior Vice President

STATE OF ALA.

MONTGOMERY CO.

I CERTIFY THIS INSTRUMENT

WAS FILED ON

CORP 00264 PG 0207-0208 2006 May 11

01:53PM

REESE MCKINNEY JR.

JUDGE OF PROBATE

FILED IN OFFICE
NOV 12 2003
SECRETARY OF STATE
STATE OF ALABAMA

STATEMENT OF CHANGE OF REGISTERED AGENT OR
REGISTERED OFFICE OR BOTH

CHECK ONE: FOREIGN CORPORATION
 DOMESTIC PROFIT CORPORATION

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA.

State of Incorporation: Alabama

1. The name of the corporation: CULLMAN HOSPITAL CORPORATION
2. The name of the present registered agent: CSC Lawyers Incorporating Service Company
3. The street address of the present registered office: 150 South Perry Street, Montgomery, AL 36104
4. The name of its successor registered agent: National Registered Agents, Inc.
5. The street address (NO PO BOX) to which the registered office is to be changed (street address of registered agent and registered office must be identical): 150 South Perry Street, Montgomery, AL 36104
6. If you are changing the street address of the registered agent, you are required to notify the corporation in writing of the change In the registered agent's address.
7. Date: 11-4-03

CULLMAN HOSPITAL CORPORATION

/s/ Robin Keck — Assistant Secretary

/s/ Robin Keck — Officer

I, National Registered Agents, Inc., consent to serve as registered agent to the above named corporation on this the 7th day of November, 2003.

National Registered Agents, Inc.

By: /s/ Stephanie Thomas
Signature of Registered Agent

/s/ Stephanie Thomas

BYLAWS OF
CULLMAN HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The initial registered office shall be in the City of Montgomery, State of Alabama.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Alabama, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Alabama, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Alabama or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled

by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Alabama.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the president or a vice president and the secretary or an assistant secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Alabama Business Corporation Act (the "Alabama Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Alabama, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Alabama Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an

indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Alabama Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Alabama Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Alabama Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's articles of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture,

trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Alabama Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation as of the 13th day of November, 1995.

ARTICLES OF INCORPORATION

OF

FOLEY HOSPITAL CORPORATION

TO THE HONORABLE JUDGE OF PROBATE
OF MONTGOMERY COUNTY, ALABAMA:

I, the undersigned Incorporator, for the purpose of forming a corporation pursuant to the provisions of the Alabama Business Corporation Act, do hereby certify as follows:

ARTICLE I

The name of the Corporation is: Foley Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purposes for which the Corporation is organized are:

(a) To own, operate, manage, equip, service, establish, repair and maintain hospitals, home health agencies, rural health clinics, hospices, pharmacies and other health care facilities of any and all kinds whatsoever.

(b) To purchase, acquire, own, hold, improve, develop, operate, manage, sell, convey, assign, transfer, exchange, release, dispose of, mortgage, encumber, pledge, create security interests in, lease, hire, deal in, and loan or borrow money upon, alone or in conjunction with others, real and personal property, tangible and intangible, of every kind, character and description, or any interest therein.

(c) To apply for, purchase, or acquire by assignment, transfer or otherwise, and hold, mortgage or otherwise pledge, and to sell, exchange, transfer, deal in and with any license, power, authority, concession, right or privilege which any corporation may make or grant.

(d) To manufacture, purchase or otherwise acquire, and to hold, own, mortgage, pledge, sell, assign and transfer, exchange or otherwise dispose of, and invest, trade and deal in and with goods, wares and merchandise and personal property of every class and description, wherever situated, whether or not the same specifically pertain to the classes of business specified in this Section 2; and to own and operate mines, plants, factories, mills, warehouses, yards, merchandise stores, commissaries and all other installations or establishments of whatever character or description, together with the equipment, rolling stock and other facilities used or useful in connection with or incidental thereto.

(e) To engage in the business of exploiting natural resources, to search, prospect and explore for useful or valuable substances, to acquire and extract such substances, to sell and dispose of such substances, and to refine such substances and manufacture and sell and dispose of products and by-products derived therefrom.

(f) To purchase or otherwise acquire, hold, use, sell, assign, lease, mortgage or in any manner dispose of, and to take, exchange and grant licenses, or other rights therein, in respect of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements, processes, formulae, methods, copyrights, trademarks, service marks and trade names, know how, and trade secrets, relating to or useful in connection with any business, objects or purposes of the Corporation.

(g) To acquire, by purchase, subscription or otherwise, and to own, hold, sell and dispose of, exchange and deal in and with stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes, mortgages and securities executed by any individual or by any corporation in Alabama or any other state or foreign countries, whether public or private, government or municipality or otherwise, and to issue and exchange for all such stocks, bonds, debentures, obligations, evidences of indebtedness, promissory notes, mortgages or securities, the stock, bonds, debentures or other evidences of indebtedness of the Corporation, and the Corporation shall have express power to hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of capital stocks, bonds, debentures, promissory notes, mortgages and securities so acquired by it and while the owner thereof, to exercise all the rights, privileges and powers of ownership, including the right to vote thereon, to the same extent as a natural person may do, subject to the limitations, if any, on such rights now or hereafter provided by the laws of Alabama.

(h) To endorse, lend its credit to, or otherwise guarantee, or become a surety with respect to, or obligate itself for, or pledge or mortgage all or any part of its properties to secure the payment of the principal and interest, or either, on any bonds, debentures, notes scrip, coupons, or other obligations or evidences of indebtedness, or the performance of any contract, lease, mortgage, or obligations, of any subsidiary, affiliated or related corporation or any other corporation or association, domestic or foreign, or of any person, firm, partnership or joint venture.

(i) To enter into, make and perform contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association, partnership, limited partnership, limited liability company, corporation, municipality, county, state, territory, government, governmental subdivision, or body politic.

(j) To acquire by purchase, exchange, merger, or otherwise, the goodwill, rights, assets and properties, and to undertake the whole or any part of the liabilities of any person, firm, partnership, limited partnership, limited liability company, association or corporation; to pay for the same in cash, the stock or other securities of the Corporation, or otherwise; to hold, or in any manner dispose of, the whole or part of the property so acquired; to conduct in any lawful manner the whole or any part of the business so acquired and to exercise all the power necessary or convenient in and about the conduct and management of any such business.

- (k) To borrow and lend money, without security, or upon the giving or receipt of such security as the Board of Directors of the Corporation may deem advisable by way of mortgage, pledge, transfer, assignment, or otherwise, of real and personal property of every nature and description, or by way of guaranty, or otherwise, and to enter into revolving credit agreements or other loan agreements of any kind with banks or other financial or institutional investors.
- (l) To draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, debentures and other negotiable or transferable instruments.
- (m) To issue bonds, debentures or other securities or obligations and to secure the same by mortgage, pledge, deed of trust, or otherwise.
- (n) To act as agent, jobber, broker or attorney-in-fact in buying, selling and dealing in real and personal property of every nature and description and leases respecting the same and estates and interests therein and mortgages and securities thereon, in making and obtaining loans, whether secured by such property or not, and in supervising, managing and protecting such property and loans and all interests in and claims affecting the same.
- (o) To purchase, take, receive, redeem, exchange, or otherwise acquire, hold, own, pledge, transfer or otherwise dispose of the Corporation's own shares of common or other stock, whether or not redeemable (so far as may be permitted by law), and its bonds, debentures, notes, scrip or other securities or evidences of indebtedness, and to hold, sell, transfer or reissue the same.
- (p) To enter into any plan or project for the assistance and welfare of its employees, to lend money and use its credit to assist its employees, and to pay pensions and establish pension plans, pension trusts, profit sharing plans, stock bonus plans, stock option plans, employee stock ownership plans and other pension or welfare plans for any or all of the Corporation's directors, officers and employees.
- (q) To enter into any lawful arrangements for sharing of profits, union of interest, reciprocal concession, or cooperation, as partner (general or limited), joint venturer, member, or otherwise, with any person, partnership, limited partnership, limited liability company, corporation, association, combination, organization, entity or other body whatsoever, domestic or foreign, carrying on or proposing to carry on any business which the Corporation is authorized to carry on, or any business or transaction deemed necessary, convenient or incidental to the carrying out of any of the purposes of the Corporation.
- (r) To have one or more offices to carry on all of the Corporation's operations and business without restriction or limit as to amount, in any of the states, districts, territories or possessions of the United States, and in any and all foreign countries, subject to the laws of such state, district, territory, possession or country.
- (s) To carry on any other business in connection with the foregoing, to transact any or all lawful business for which corporations may be incorporated under the Alabama Business Corporation Act, and to have and exercise all powers necessary or convenient to effect the purposes of the Corporation.

(t) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of the Corporation, to the same extent as natural persons might or could do and in any part of the world, as principal, factor, agent, contractor, or otherwise, whether alone or in conjunction with any person, firm, association, partnership, limited partnership, limited liability company, corporation or any entity of whatsoever kind, and to do any and all such acts and things and to have and exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that may now or hereafter be applicable or available to this Corporation.

The foregoing clauses, and each phrase thereof, shall be construed, in their broadest sense, as purposes and powers of the Corporation in addition to those powers specifically conferred upon the Corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the Corporation otherwise granted by law. Nothing herein contained, however, shall be construed as authorizing this Corporation to carry on the business of banking or that of a trust company, or the business of insurance.

ARTICLE IV

The aggregate number of shares which the Corporation shall have authority to issue is one thousand (1,000) shares of common stock, One Cent (\$0.01) par value. The Corporation's \$0.01 par common stock shall have unlimited voting rights and shall be entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE V

The location and street address of the initial registered office of the Corporation, and the name of its initial registered agent at such address is as follows:

Name	Address
CSC-Lawyers Incorporating Service Incorporated	57 Adams Avenue Montgomery, Alabama 36104

ARTICLE VI

The number of directors constituting the initial Board of Directors shall be three (3). Thereafter, the number of directors shall be fixed in the manner provided in the bylaws, and may be increased or decreased from time to time by amendment to, or in the manner provided in, the bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. Election of the Directors need not be written ballot unless the bylaws of the corporation shall so provide. The names and addresses of the persons who are to serve as the initial directors until the first annual meeting of the shareholders and until their respective successors shall be elected and qualified are as follows:

Name	Address
Wayne T. Smith	155 Franklin Road, Suite 400 Brentwood, Tennessee 37027

W. Larry Cash

155 Franklin Road, Suite 400

Brentwood, Tennessee 37027

Rachel A. Seifert

155 Franklin Road, Suite 400

Brentwood, Tennessee 37027

To the fullest extent permitted by Alabama law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 10-2B-8.33 of the Corporation Act or (iv) for any transaction from which the director derived any improper personal benefit. If the Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VII

The name and address of the incorporator is as follows:

Name	Address
Virginia D. Lancaster	155 Franklin Road, Suite 400 Brentwood, Tennessee 37027

ARTICLE VIII

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or

officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and arty indemnitee against any expense, liability or loss, whether or not the Corporation would have

the power to indemnify such person against such expense, liability or loss under the Corporation Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Corporation Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE IX

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, the undersigned Incorporator has signed these Articles of Incorporation on this 24th day of February, 2000.

/s/ Virginia D. Lancaster
Virginia D. Lancaster ,Incorporator

Prepared by:
Virginia D. Lancaster
Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

CERTIFIED COPY
I hereby certify this document was filed in Montgomery County, Alabama on 2/25/2000
Book CORP-221
Page 648
/s/ Reese McKinney, Jr.
Judge of Probate

State of Alabama Montgomery Co
I Certify This Document
was filed on
2/25/00 4:24:10 PM Abstract# 11098
Reese McKinney, Jr.
Judge of Probate

STATE OF ALABAMA
STATEMENT OF CHANGE OF REGISTERED AGENT OR
REGISTERED OFFICE OR BOTH
CHECK ONE:

FOREIGN CORPORATION

DOMESTIC PROFIT CORPORATION

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA.

State of Incorporation: Alabama

1. The name of the corporation:

FOLEY HOSPITAL CORPORATION

2. The name of the present registered agent:

CSC Lawyers Incorporating Service Company

3. The street address of the present registered office:

150 South Perry Street, Montgomery, AL 36104

4. The name of its successor registered agent:

National Registered Agents, Inc.

5. The street address (NO PO BOX) to which the registered office is to be changed (street address of registered agent and registered office must be identical):

150 South Perry Street, Montgomery, AL 36104

6. If you are changing the street address of the registered agent, you are required to notify the corporation in writing of the change in the registered agent's address.

7. Date: 11-4-03

FOLEY HOSPITAL CORPORATION

Robin Keck — Asst. Secretary

/s/ Robin Keck

I, National Registered Agents, Inc., consent to serve as registered agent to the above named corporation on this the 7th day of November, 2003.

National Registered Agents, Inc.

/s/ Stephanie Thomas

Signature of Registered Agent

By: /s/ Stephanie Thomas

BYLAWS OF
FOLEY HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Montgomery, County of Montgomery, State of Alabama.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Alabama as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Alabama, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Alabama or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Alabama.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the

corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Alabama Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the

president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Alabama, at such place or

places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Alabama Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be

paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Alabama Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Alabama Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Alabama Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Alabama Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 25 day of February, 2000.

245903

Posted By:

Checked By: JJ

ARTICLES OF INCORPORATION

OF

FORT PAYNE HOSPITAL CORPORATION

TO THE HONORABLE JUDGE OF PROBATE

OF MONTGOMERY COUNTY, ALABAMA

I, the undersigned Incorporator, for the purpose of forming a corporation pursuant to the provisions of the Alabama Business Corporation Act, do hereby certify as follows:

ARTICLE I

The name of the Corporation is: Fort Payne Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purposes for which the Corporation is organized are:

- (a) To own, operate, manage, equip, service, establish, repair and maintain hospitals and other health care facilities of any and all kinds whatsoever.
- (b) To do any and all of the things herein set out and such other things as are incidental or conducive to the attainment of the objects and purposes of the Corporation, and to do any and all such acts and things and to have and exercise any and all such powers to the full extent authorized or permitted to a corporation under any laws that may now or hereafter be applicable or available to this Corporation.

The foregoing clauses, and each phrase thereof, shall be construed, in their broadest sense, as purposes and powers of the Corporation in addition to those powers specifically conferred upon the Corporation by law, and it is hereby expressly provided that the foregoing specific enumeration of purposes and powers shall not be held to limit or restrict in any manner the powers of the Corporation otherwise granted by law.

ARTICLE IV

The aggregate number of shares which the Corporation shall have authority to issue is one thousand (1,000) shares of common stock, One Cent (\$0.01) par value. The Corporation's \$0.01

par common stock shall have unlimited voting rights and shall be entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE V

The location and street address of the initial registered office of the Corporation, and the name of its initial registered agent at such address is as follows:

Name	Address
National Registered Agents, Inc.	150 South Perry Street Montgomery, Alabama 36104

ARTICLE VI

The number of directors constituting the initial Board of Directors shall be three (3). Thereafter, the number of directors shall be fixed in the manner provided in the bylaws, and may be increased or decreased from time to time by amendment to, or in the manner provided in, the bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. Election of the Directors need not be written ballot unless the bylaws of the corporation shall so provide. The names and addresses of the persons who are to serve as the initial directors until the first annual meeting of the shareholders and until their respective successors shall be elected and qualified are as follows:

Name	Address
David L. Miller	7100 Commerce Way, Suite 100 Brentwood, Tennessee 37027
W. Larry Cash	7100 Commerce Way, Suite 100 Brentwood, Tennessee 37027
Rachel A. Seifert	7100 Commerce Way, Suite 100 Brentwood, Tennessee 37027

To the fullest extent permitted by Alabama law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 10-2B-8.33 of the Corporation Act or (iv) for any transaction from which the director derived any improper personal benefit. If the Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VII

The name and address of the incorporator is as follows:

Name	Address
Robin J. Keck	7100 Commerce Way, Suite 100 Brentwood, Tennessee 37027

ARTICLE VIII

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Corporation Act.

E. Indemnity of Employees and Agents of the Corporation.. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Corporation Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE IX

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, the undersigned Incorporator has signed these Articles of Incorporation on this 15th day of February, 2006.

/s/ Robin J. Keck
Robin J. Keck, Incorporator

Prepared by:
Robin J. Keck
Community Health Systems
7100 Commerce Way, Suite 100
Brentwood, Tennessee 37027

CERTIFIED COPY

I hereby certify this document was filed in
Montgomery County, Alabama on 2/23/06 in
Book Corp 262
Page 617-621

/s/ Reese McKinney, Jr.
Judge of Probate

BYLAWS OF
FORT PAYNE HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Montgomery, County of Montgomery, State of Alabama.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Alabama as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Alabama, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Alabama or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Alabama.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Alabama Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Alabama, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Alabama Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Alabama Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Alabama Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Alabama Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Alabama ___ Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 23rd day of February, 2006.

168429

Posted By: C.S.

Checked By: TW

STATE OF ALABAMA

BUTLER COUNTY

CERTIFICATE OF INCORPORATION

OF

GREENVILLE HOSPITAL CORPORATION

The undersigned, as Judge of Probate of Butler County, Alabama, hereby certifies that duplicate originals of Articles of INCORPORATION of GREENVILLE HOSPITAL CORPORATION, duly signed and verified pursuant to the provisions of the Alabama Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of INCORPORATION of GREENVILLE HOSPITAL CORPORATION and attaches hereto a duplicate original of the Articles of INCORPORATION

GIVEN under my hand and seal this 21ST day of DECEMBER, 1994.

/s/ Colin Steindorff
JUDGE OF PROBATE

RECEIVED

DEC 22 1994

SECRETARY
OF STATE

FILED in OFFICE

BUTLER COUNTY, ALABAMA

1994 DEC 21 AM 10:26

CALVIN STEINDORFF JUDGE

ARTICLES OF INCORPORATION

OF

GREENVILLE HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Alabama Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Greenville Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual-

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Alabama Business Corporation Act (the "Alabama Act").

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of \$.01 par value per share common stock.

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received.

ARTICLE SIX

The street address of its initial registered office is P.O. Box 5018, 25 Washington Avenue, Suite 201, Montgomery, Alabama 16103 and the name of its initial registered agent at such address is CSC-Lawyers Incorporating Service Incorporated.

ARTICLE SEVEN

The number of directors of the Corporation may be fixed by the Bylaws.

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until a successor is elected and qualified are:

Tyree G. Wilburn
155 Franklin Road, Suite 400
Brentwood, TN 37027

Deborah G. Moffett
3707 FM 1960 West, Suite 500
Houston, TX 77068

T. Mark Buford
3707 FM 1960 West, Suite 500
Houston, TX 77068

ARTICLE EIGHT

The name and address of the incorporator is:

Robin J. Payton
414 Union Street, Suite 1600
Nashville, Tennessee 37219

ARTICLE NINE

To the greatest extent permitted by Alabama law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 10-2A-75 of the Alabama Act or (iv) for any transaction from which the director derives an improper personal benefit. If the Alabama Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Alabama Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Alabama Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Alabama Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim- If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Alabama Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Alabama Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct,

or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Alabama Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Alabama Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 19th day of December, 1994.

/s/ Robin J. Payton
Robin J. Payton, Incorporator
414 Union Street
Suite 1600
Nashville, Tennessee 37219

The State of Alabama, Butler County

I, CALVIN STEINDORFF, Judge of the Probate Court of said County of Butler, do hereby certify that the foregoing FIVE pages, numbered from CORPORATION 15 PAGES 124 to 128, both inclusive, constitute and are an examined, true, accurate and complete copy of ARTICLES OF INCORPORATION OF GREENVILLE HOSPITAL CORPORATION as the same are and remain of record in my office.

I further certify that I am the Judge of the Probate Court of said County and am duly commissioned and qualified as such Judge; and that said Court has no Judge other than myself, that said Court is a Court of Record and has a seal, and that being such Judge, I am the keeper of the Records and of the Seals of said Court.

And in attestation and authentication of this certificate, I do hereunto set my hand officially, and affix the seal of said Court, and certify that this attestation is in due form and by the proper officer.

Done at office, this the 21ST day of DECEMBER, 1994.

/s/ Calvin Steindorff
Judge of the Probate Court
Butler County, Alabama

RECEIVED
DEC 22 1994
SECRETARY
OF STATE

FILED IN OFFICE

JAN — 3 1995
5:00 P.M.

SECRETARY O

ARTICLES OF MERGER

OF

THE L. V. STABLER MEMORIAL HOSPITAL OF GREENVILLE, INC.
(an Alabama Corporation)

WITH AND INTO

GREENVILLE HOSPITAL CORPORATION
(an Alabama Corporation)

To the Secretary of State of the State of Alabama:

Pursuant to the provisions of Section 10-2B-11.05 of the Code of Alabama, 1975, Greenville Hospital Corporation, a corporation organized under the laws of the State of Alabama, hereby executes the following Articles of Merger:

I

A copy of the Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A.

II

The Plan of Merger was approved by unanimous written consent of the directors and shareholders of Greenville Hospital Corporation adopted on December 29, 1994, and by unanimous written consent of the directors and shareholders of The L. V. Stabler Memorial Hospital of Greenville, Inc. on December 29, 1994-

III

Under the Plan of Merger, Greenville Hospital Corporation, an Alabama corporation, shall be the surviving corporation. The stock of The L. V. Stabler Memorial Hospital of Greenville, Inc. shall be cancelled and the stock of Greenville Hospital Corporation shall remain outstanding as the shares of the surviving corporation.

IV

As to each corporation incorporated under the laws of Alabama, the counties in which their articles of incorporation are filed are:

Greenville Hospital Corporation

Butler County, Alabama

The L. V. Stabler Memorial Hospital of Greenville, Inc.

Butler County, Alabama

V

The merger described in the Plan of Merger shall be effective upon filing of these Articles of Merger with the Secretary of State of Alabama, or the close of business on December 31, 1994, whichever is later.

IN WITNESS WHEREOF, the undersigned surviving corporation has caused these articles of merger to be executed in its name by its Senior Vice President and Assistant Secretary, as of the 29th day of December, 1994.

GREENVILLE HOSPITAL CORPORATION

By: /s/ Tyree G. Wilburn
Tyree G. Wilburn, Senior Vice President

By: /s/ Sara Martin-Michels
Sara Martin-Michels, Assistant Secretary

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Tyree G. Wilburn, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of Greenville Hospital Corporation, and that the foregoing statements contained in this report are true, full and correct.

Subscribed and sworn to before me on the 4th day of January, 1995 in witness whereof I hereunto subscribe my name and attach the seal of my office.

/s/ Beverly Opel Ferguson
NOTARY PUBLIC

My Commission Expires: 12/14/97

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Sara Martin-Michels, who being by me first duly sworn, doth depose and say that she is the Assistant Secretary of Greenville Hospital Corporation, and that the foregoing statements contained in this report are true, full and correct.

Subscribed and sworn to before me on the 4th day of January, 1995 in witness whereof I hereunto subscribe my name and attach the seal of my office.

/s/ Beverly Opel Ferguson
NOTARY PUBLIC

My Commission Expires: 12/14/97

THE L.V. STABLER MEMORIAL HOSPITAL OF GREENVILLE, INC.

By: /s/ Tyree G. Wilburn
Tyree G. Wilburn, Senior Vice President

By: /s/ Sara Martin-Michels
Sara Martin-Michels, Assistant Secretary

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Tyree G. Wilburn, who being by me first duly sworn, doth depose and say that he is the Senior Vice President of The L.V. Stabler Memorial Hospital of Greenville, Inc. and that the foregoing statements contained in this report are true, full and correct.

Subscribed and sworn to before me on the 4th day of January, 1995 in witness whereof I hereunto subscribe my name and attach the seal of my office.

/s/ Beverly Opel Ferguson
NOTARY PUBLIC

My Commission Expires: 12/14/97

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Sara Martin-Michels, who being by me first duly sworn, doth depose and say that she is

the Assistant Secretary of The L.V. Stabler Memorial Hospital of Greenville, Inc., and that the foregoing statements contained in this report are true, full and correct.

Subscribed and sworn to before me on the 4th day of January, 1995 in witness whereof I hereunto subscribe my name and attach the seal of my office.

/s/ Beverly Opel Ferguson
NOTARY PUBLIC

My Commission Expires: 12/14/97

PLAN OF MERGER

This Plan of Merger is prepared pursuant to the provisions of Section 10-2B-11.05 of the Alabama Code of 1975:

1. The name of the merging corporations are The L. V. Stabler Memorial Hospital of Greenville, Inc. and Greenville Hospital Corporation- Both corporations are organized under the laws of the State of Alabama.
2. The name of the surviving corporation is Greenville Hospital Corporation.
3. Each corporation is for profit.
4. The terms and conditions of the proposed merger are:

The L. V. Stabler Memorial Hospital of Greenville, Inc., an Alabama corporation, shall merge into Greenville Hospital Corporation, an Alabama corporation, without any consideration payable to the shareholder of The L. V. Stabler Memorial Hospital of Greenville, Inc.

5. The manner and basis of converting the shares of each corporation into shares, obligations or other securities of the surviving or any other corporation or into cash or other property, in whole or in part, is as follows:

The stock of The L. V. Stabler Memorial Hospital of Greenville, Inc- shall be cancelled and the stock of Greenville Hospital Corporation shall remain outstanding as the shares of the surviving corporation-

Dated as of December 31, 1994.

THE L.V. STABLER MEMORIAL HOSPITAL OF GREENVILLE, INC.

By: /s/ Tyree G. Wilburn

Capacity: Sr. Vice President

GREENVILLE HOSPITAL CORPORATION

By: /s/ Tyree G. Wilburn

Capacity: Sr. Vice President

Secretary of State

State of Alabama

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

January 3, 1995

Date July 3 2007

Beth Chapman

Secretary of State

168-429

By: SWS

Checked By:

FILED IN THIS OFF

OCT 17 1995

SECRETARY OF STA

STATE OF ALABAMA

STATEMENT OF CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE OR BOTH

CHECK ONE: FOREIGN CORPORATION
 x DOMESTIC PROFIT CORPORATION

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING RS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA.

State of Incorporation:

1. The name of the corporation:

GREENVILLE HOSPITAL CORPORATION

2. The name of the present registered agent:

CSC-Lawyers Incorporating Service Incorporated

3. The street address of the present registered office:

25 Washington Avenue, Suite 201, Montgomery, AL 36103

4. The name of its successor registered agent:

CSC-Lawyers Incorporating Service Incorporated

5. The street address to which its registered office is to be changed (street address of registered agent and registered office must be Identical; NO PO BOX):

57 Adams Avenue, Montgomery, AL 36104

6. If you are changing the street address of the registered agent, you are required to notify the corporation In writing of the change in the registered agent's address. Notification has been sent to the corporation.

7. Date: October 6, 1995

CSC-Lawyers Incorporating Service Incorporated
Name of Registered Agent

Bruce R. Winn, Vice President
Type or Print Corporate Officer's Name and Title

/s/ Bruce R. Winn
Signature of Officer

I, _____, consent to serve as registered agent to the above named corporation on this, the _____ day of _____, 19____.

Signature of Registered Agent

MAIL ORIGINAL APPLICATION WITH THE FILING FEE OF \$5.00 TO:
SECRETARY OF STATE, CORPORATE SECTION, POST OFFICE Box 5616, MONTGOMERY, ALABAMA 36103-5616 1195

Secretary of State
State of Alabama

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

October 17, 1995

Date July 3 2007

Beth Chapman
Secretary of State

168429

Posted By: SW

Checked By:

FILED IN OFFICE

NOV 12 2003

SECRETARY OF STATE

STATE OF ALABAMA

STATEMENT OF CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE OR BOTH

CHECK ONE: FOREIGN CORPORATION
 x DOMESTIC PROFIT CORPORATION

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA-

State of Incorporation: Alabama

1. The name of the corporation:

GREENVILLE HOSPITAL CORPORATION

2. The name of the present registered agent:

CSC Lawyers Incorporating Service Company

3. The street address of the present registered office:

150 South Perry Street, Montgomery, AL 36104

4. The name of its successor registered agent:

National Registered Agents, Inc.

5. The street address (NO PO BOX) to which the registered office is to be changed (street address of registered agent and registered office must be identical):

150 South Perry Street, Montgomery, AL 36104

Street Number, Street Name

6. If you are changing the street address of the registered agent, you are required to notify the corporation in writing of the change in the registered agent's address.

7. Date: 11-4-03

GREENVILLE HOSPITAL CORPORATION

Name of Corporation

Robin Keck — Asst. Secretary

Type or Print Corporate Officer's Name and Title

/s/ Robin Keck

Signature of Officer

I, National Registered Agents, Inc., consent to serve as registered agent to the above named corporation on this the 7th day of November, 2003.

National Registered Agents, Inc.

/s/ Stephanie Thomas

Signature of Registered Agent

By: Stephanie Thomas

MAIL ORIGINAL APPLICATION WITH THE FILING FEE OF \$5.00 TO:

SECRETARY OF STATE, CORPORATIONS DIVISION, PO Box 5616, MONTGOMERY, ALABAMA 36103-5616

Secretary of State

State of Alabama

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

November 12, 1995

Date July 3 2007

Beth Chapman

Secretary of State

BYLAWS OF
GREENVILLE HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Montgomery, State of Alabama.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Alabama, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Alabama, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Alabama or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled

by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Alabama.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Alabama Business Corporation Act (the "Alabama Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Alabama, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Alabama Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Alabama Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Alabama Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Alabama Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Alabama Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 21st day of December, 1994.

Arkansas Secretary of State — Document No.: 4800460002 — Date Filed: 01-31-2006 09:47 AM — Total Pages: 1

CERTIFIED COPY

Arkansas Secretary of State

Charlie Daniels

State Capitol — Little Rock, Arkansas 72201-1094
501.682-3409 — www.sosweb-state-ar-us

Instructions: File with the Secretary of State, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned after filing has been completed.

PLEASE TYPE OR CLEARLY PRINT IN INK

ARTICLES OF ORGANIZATION

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopts the following Articles of Organization of such Limited Liability Company:

First: The Name of the Limited Liability Company is:

Forrest City Arkansas Hospital Company, LLC

Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited" may be abbreviated as "Ltd.," and the word "Company" may be abbreviated as "Co." Companies which perform Professional Service MUST additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC" and may not contain the name of a person who is not a member except that of a deceased member. The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co."

Second: Address of registered office of the Limited Liability Company which may be, but need not be, the place of business shall be:

c/o National Registered Agents, Inc. of AR

The Tower Building, 323 Center Street, Suite 1202

Little Rock, AR 72201

Third: The name of the registered agent and the physical business address of said agent shall be:

National Registered Agents, Inc. of AR

The Tower Building, 323 Center Street, Suite 1202

Little Rock, AR 72201

(a) Acknowledgment and acceptance of appointment MUST be signed. I hereby acknowledge and accept the appointment of registered agent for and on behalf of the above named Limited Liability Company.

/s/ Eileen Chaddock

Eileen Chaddock Please sign here Special Asst- Secretary

Fourth: IF THE MANAGEMENT OF THIS COMPANY IS VESTED IN A MANAGER OR MANAGERS, A STATEMENT TO THAT EFFECT MUST BE INCLUDED IN THE SPACE PROVIDED OR BY ATTACHMENT:

XX

PLEASE TYPE OR PRINT CLEARLY IN INK THE NAME OF THE PERSON (S) AUTHORIZED TO EXECUTE THIS DOCUMENT.

Robin J. Keck — Organizer

Signature of authorized manager, member, or person forming this Company: /s/ Robin J. Keck

CERTIFIED COPY

Arkansas Secretary of State

Charlie Daniels

State Capitol — Little Rock, Arkansas 72201-1094
501.682-3409 — www.sosweb-state-ar-us

APPLICATION FOR FICTITIOUS NAME

For A Limited Liability Company

To: Charlie Daniels
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of Act 1528 of 1999, the undersigned limited liability company hereby applies for the use of a fictitious name and submits herewith the following statement:

1 The fictitious name under which the business is being, or will be, conducted by this limited liability company is:

Forrest City Medical Center

2. The character of the business being, or to be, conducted under such fictitious name is:

Healthcare services

3. a) The limited liability company's name and its date of qualification in Arkansas:

Forrest City Arkansas Hospital Company, LLC

b) The State of organization is:

Arkansas

c) The location (city and street address) of the registered office of the applicant limited liability company in Arkansas is:

Street c/o National Registered Agents, Inc., The Tower Building, 323 Center Street, Suite 1202

City Little Rock
State Arkansas 72201

Signature: /s/ Robyn Keck
(The manager or member acknowledges that he/she is authorized to execute this application)

Address: 7100 Commerce Way, Suite 100, Brentwood, TN 37027

INSTRUCTIONS:

File with the Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the limited liability Company.

Fee \$25.00

DN-18b/F-18b Rev. 2/03

CERTIFIED COPY

Arkansas Secretary of State

Charlie Daniels

State Capitol — Little Rock, Arkansas 72201-1094
501.682-3409 — www.sosweb-state-ar-us

APPLICATION FOR FICTITIOUS NAME

For A Limited Liability Company

To: Charlie Daniels
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of Act 1528 of 1999, the undersigned limited liability company hereby applies for the use of a fictitious name and submits herewith the following statement:

1 The fictitious name under which the business is being, or will be, conducted by this limited liability company is:

Forrest City Emergency Medicine Associates

2. The character of the business being, or to be, conducted under such fictitious name is:

Healthcare services

3. a) The limited liability company's name and its date of qualification in Arkansas:

Forrest City Arkansas Hospital Company, LLC

b) The State of organization is:

Arkansas

c) The location (city and street address) of the registered office of the applicant limited liability company in Arkansas is:

Street c/o National Registered Agents, Inc., The Tower Building, 323 Center Street, Suite 1202

City Little Rock
State Arkansas 72201

By: Forrest City Hospital Corporation — Sole Member

Signature: /s/ Robyn Keck — Asst. Secretary

(The manager or member acknowledges that he/she is authorized to execute this application)

Address: 7100 Commerce Way, Suite 100, Brentwood, TN 37027

INSTRUCTIONS:

File with the Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the limited liability Company.

Fee \$25.00

DN-18b/F-18b Rev. 2/03

FORREST CITY ARKANSAS HOSPITAL COMPANY, LLC
OPERATING AGREEMENT

This Operating Agreement (“Agreement”) is declared to be effective as of the 31st day of January, 2006, by Forrest City Hospital Corporation, as the sole Member (such corporation and any successor hereunder, the “Member”) of Forrest City Arkansas Hospital Company, LLC (the “Company”), pursuant to the provisions of the Small Business Entity Tax Pass Through Act (the “Act”).

Section 1. The Company.

1.1 Formation. The initial Member is forming the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.2 Company Name. The name of the Company shall be as set forth in the Articles from time to time, and all business of the Company shall be conducted in such name. The Member may change the name of the Company at any time.

1.3 Purpose. The purpose of the Company shall be as set forth in the Articles from time to time.

1.4 Principal Place of Business. The principal place of business and address of the Company shall be at any place within or without the State of Arkansas as determined by the Member.

1.5 Existence. The existence of the Company shall commence on the date the Company’s Articles of Organization (as amended from time to time, the “Articles”) are filed in the office of the Secretary of State of Arkansas in accordance with the Act and shall continue until the winding up and liquidation of the Company following a Liquidating Event as provided in Section 8 hereof

1.6 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity.

1.7 Independent Activities; Transactions With Affiliates.

(a) The Member shall be required to devote only such time to the affairs of the Company as the Member determines in its sole discretion may be necessary or appropriate, and the Member shall be free to serve any other Person in any capacity that he may deem appropriate in his discretion.

(b) Insofar as permitted by applicable law, the Member may, notwithstanding this Agreement, engage in whatever activities it chooses, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company, and neither this Agreement nor any activity undertaken pursuant hereto shall prevent the Member from engaging in such activities or require the Member to permit the Company to participate in any such activities.

1.8 Definitions. Certain capitalized words and phrases used in this Agreement have the following meanings:

“Interest” means the entire limited liability company interest in the Company of a Member or Interest Holder at any particular time, including the right of such Member or Interest Holder to any and all benefits to which the Member or Interest Holder may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

“Interest Holder” means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. “Interest Holders” means all such Persons.

“Net Cash Flow” means the gross cash proceeds from Company operations and from all sales and other dispositions and refinancings of Property, less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Member. “Net Cash Flow” shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

“Person” means any individual, partnership, limited liability company, corporation, trust, or other entity.

“Property” means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of. “Transferred” shall have a correlative meaning.

Section 2. Capital Contributions.

2.1 Initial Capital Contributions. In exchange for all the Interests in the Company, the Member has, or may cause to be, contributed or will contribute to the capital of the Company, One Thousand and No/100 Dollars (\$1,000.00) in cash.

Section 3. Tax Allocations.

3.1 No Allocations in Single-Member Entity. Forrest City Hospital Corporation, as the only Member, intends for the Company, as such a wholly-owned entity, to be disregarded for accounting and income tax purposes. Accordingly, all items of income, gain, loss, deduction, and credit that would, but for such single-member status, belong to the Company shall belong to the Member.

Section 4. Distributions.

4.1 Distributions. Subject to the Act, Net Cash Flow, if any, and any item of Property chosen by the Member, shall be distributed to or as directed by the Member, at such times as the Member may determine.

Section 5. Management

5.1 Authority and Duties of Member. The overall management and control of the Company shall be vested in the Member and the Member shall have the right and authority to enter into transactions on behalf of the Company, to bind the Company and to conduct, and to make decisions relating to, the day-to-day operations of the Company. Without limiting the foregoing and in each case without any further act, vote or approval, the Member is hereby specifically authorized for, and in the name of and on behalf of, the Company from time to time to:

- (a) Amend the Articles;
- (b) Issue Interests in the Company and admit other Persons as Members;
- (c) Acquire by purchase, lease, or otherwise any real or personal property;
- (d) Loan money to the Company, its affiliates or other third parties, upon such terms and conditions as the Member may determine;
- (e) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real or personal property;
- (f) Designate, authorize and direct one or more Persons to execute any and all agreements, contracts, documents, certifications, and instruments on behalf of the Company that are necessary or convenient in connection with the management, maintenance and operation of Property or managing the Company's affairs, including executing amendments to the Agreement and the Articles in accordance with the terms of the Agreement, both as authorized agent for the Company and, if required, as attorney-in-fact for the Member pursuant to a power of attorney.
- (g) Appoint individuals designated as officers and/or managers of the Company and delegate such authority to such officers and/or managers as the Member deems advisable.
- (h) Borrow money and issue evidences of indebtedness (including bonds, notes and debentures) necessary, convenient or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Property;
- (i) Care for and distribute funds to the Interest Holders by way of income, return of capital, or otherwise;
- (j) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the Property or operations of the Company;

(k) Engage in any kind of activity and perform and carry out contracts of any kind as may be lawfully engaged in, carried out, or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified; and

(l) Make any and all elections for federal, state, and local tax purposes.

5.2 Indemnification of Member.

(a) The Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify, save harmless, and pay all judgments and claims against the Member relating to any liability or damage incurred by reason of: (i) ownership of an Interest in the Company, and (ii) any act performed or omitted to be performed by the Member in connection with the business of the Company, in any case including attorneys' fees incurred by the Member in connection with the defense of any action based on any of the foregoing.

(b) Notwithstanding anything to the contrary in Section 5.2(a) above, in the event that any provision in such Section is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

Section 6. Role of Member.

6.1 Compensation. The Member may from time to time receive a salary, fee, or draw for services rendered to or on behalf of the Company in such amount as the Member deems appropriate.

6.2 Expenses. The Member may charge the Company for any expenses reasonably incurred by it in connection with the Company's business.

6.3 Loans. If the Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a capital contribution but shall be a debt due from the Company. The amount of any such loan or advance by the Member shall be repayable out of the Company's cash and shall bear interest at such rate as the Company and the Member shall agree but not in excess of the maximum rate permitted by law. The Member shall not be obligated to make any loan or advance to, or on behalf of, the Company.

Section 7. Transfer of Interests.

7.1 No Restriction on Transfers. The Member may Transfer all or any portion of its Interest at any time.

7.2 Admission of Transferees as Members. Unless otherwise indicated in writing at the time of any Transfer of an Interest, a transferee of an Interest (including a transferee by operation of law) shall be admitted to the Company as a substituted Member and shall be bound by the terms of this Agreement upon such transferee's written notice to the Company at the address specified in Section 1.4.

Section 8. Dissolution and Winding Up.

8.1 Liquidating Events. The death, retirement, bankruptcy or dissolution of the Member, or the occurrence of any other event that terminates the continued membership of a member in the Company, shall not cause the Company to be dissolved and its affairs wound up, but rather the business of the Company shall be continued without dissolution, provided that there remains at least one Member (including a transferee of one or more Interests who becomes a Member). The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following events (the "Liquidating Events"):

- (a) The written consent of the Member or any successor Member;
- (b) There is no Member or transferee of one or more Interests who becomes a Member; or
- (c) The occurrence of any other event causing the dissolution of the Company under the Act.

8.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member. To the extent not inconsistent with the foregoing, the terms of this Agreement shall continue in full force and effect until such time as all of the Property (including the proceeds of sales of Property) has been distributed pursuant to this Section 8.2 and the Company's existence has been terminated in accordance with the Act. The Member (or, in the event there is no remaining Member, any Person elected by those Persons succeeding to ownership of the Member's Interest) shall be responsible for overseeing the winding up of the Company, shall take full account of the Company's liabilities and Property, shall cause the Property other than cash to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- (a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors; and
- (b) The balance, if any, to the Member.

Section 9. Miscellaneous.

9.1 Amendment The Member may amend this Agreement at any time.

9.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

9.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

9.5 Governing Law. The laws of the State of Arkansas shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member.

The undersigned has executed this Agreement as of the day and year first above set forth.

FORREST HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Senior Vice President, Secretary and General Counsel

FIRST AMENDMENT
TO
OPERATING AGREEMENT
OF
FORREST CITY ARKANSAS HOSPITAL COMPANY, LLC

This First Amendment to Operating Agreement of Forrest City Arkansas Hospital Company, LLC (“Amendment”) is made and entered into as of April 19, 2006, by Forrest City Hospital Corporation, an Arkansas corporation (“Member”).

WHEREAS, the Member has heretofore executed and delivered that certain Operating Agreement of Forrest City Arkansas Hospital Company, LLC (the “Company”) dated as of January 31, 2006 (the “Operating Agreement”); and

WHEREAS, the Member desires to amend the Operating Agreement to authorize the issuance and certification of units.

NOW THEREFORE, IT IS

RESOLVED, that the Operating Agreement is hereby amended by deleting Section 2.1 in its entirety and inserting in lieu thereof the following:

2.1 Initial Capital Contribution of Member. The interest in the Company shall be divided into units (“Units”). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has been issued the number of Units listed on Exhibit A hereto attached. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

FURTHER RESOLVED, that the Operating Agreement is hereby amended to add the following text:

2.2 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Member. Such certificates shall be signed by the President or Vice President of the Member, if such offices be created and filled, or signed by an officer designated by the Member to sign such certificates. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Member may prescribe.

FURTHER RESOLVED, except as set forth in this Amendment, the terms and provisions of the Operating Agreement are hereby ratified and declared to be in full force and effect. This Amendment shall be governed by the provisions of the Operating Agreement; provided, however, to the extent that the terms of this Amendment and Operating Agreement conflict, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year first above set forth.

FORREST CITY HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Senior Vice President, Secretary and General Counsel

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Forrest City Hospital Corporation 7100 Commerce Way, Suite 100 Brentwood, Tennessee 37027	\$100.00	100(1)

(1) Represented by Unit Certificate Number 001 issued to the Member. Certificate has been pledged to JPMorgan Chase Bank, N.A.

CERTIFIED COPY

Arkansas Secretary of State

Charlie Daniels

State Capitol Little Rock, Arkansas 72201-1094
501-682-4409 • www.sosweb.state.ar.us

Instructions: File with the Secretary of State, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned after filing has been completed.

PLEASE TYPE OR CLEARLY PRINT IN INK

ARTICLES OF ORGANIZATION

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopts the following Articles of Organization of such Limited Liability Company:

First: The Name of the Limited Liability Company is:
Forrest City Clinic Company, LLC

Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited" may be abbreviated as "Ltd.," and the word "Company" may be abbreviated as "Co." Companies which perform Professional Service MUST additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC" and may not contain the name of a person who is not a member except that of a deceased member. The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co."

Second: Address of registered office of the Limited Liability Company which may be, but need not be, the place of business shall be:
c/o National Registered Agents, Inc. of AR
The Tower Building, 323 Center Street, Suite 1202
Little Rock, AR 72201

Third: The name of the registered agent and the physical business address of said agent shall be: National Registered Agents, Inc. of AR
The Tower Building, 323 Center Street, Suite 1202
Little Rock, AR 72201

(a) Acknowledgment and acceptance of appointment MUST be signed. I hereby acknowledge and accept the appointment of registered agent for and on behalf of the above named Limited Liability Company.

/s/ Eileen Chaddock
Eileen Chaddock
Special Asst. Secretary

Fourth: IF THE MANAGEMENT OF THIS COMPANY IS VESTED IN A MANAGER OR MANAGERS, A STATEMENT TO THAT EFFECT
MUST BE INCLUDED IN THE SPACE PROVIDED OR BY ATTACHMENT:
XX

PLEASE TYPE OR PRINT CLEARLY IN INK THE NAME OF THE PERSON (S) AUTHORIZED TO EXECUTE THIS DOCUMENT.

Robin J. Keck — Organizer

Signature of authorized manager, member, or person forming this Company: /s/ Robin Keck

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
FORREST CITY CLINIC COMPANY, LLC

This Limited Liability Company Operating Agreement (“Agreement”) is declared to be effective as of the 28th day of September, 2006, by Forrest City Hospital Corporation, as the sole Member (such corporation and any successor hereunder, the “Member”) of Forrest City Clinic Company, LLC (the “Company”), pursuant to the provisions of the Small Business Entity Tax Pass Through Act (the “Act”).

Section 1
THE COMPANY

- 1.1. Formation. The initial Member is forming the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.
- 1.2. Company Name. The name of the Company shall be as set forth in the Articles from time to time, and all business of the Company shall be conducted in such name. The Member may change the name of the Company at any time.
- 1.3. Purpose. The purpose of the Company shall be as set forth in the Articles from time to time.
- 1.4. Principal Place of Business. The principal place of business and address of the Company shall be at any place within or without the State of Arkansas as determined by the Member.
- 1.5. Existence. The existence of the Company shall commence on the date the Company’s Articles of Organization (as amended from time to time, the “Articles”) is filed in the office of the Secretary of State of Arkansas in accordance with the Act and shall continue until the winding up and liquidation of the Company following a Liquidating Event as provided in Section 8 hereof
- 1.6. Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity.
- 1.7. Independent Activities; Transactions With Affiliates.
 - (a) The Member shall be required to devote only such time to the affairs of the Company as the Member determines in its sole discretion may be necessary or appropriate, and the Member shall be free to serve any other Person or enterprise in any capacity that he may deem appropriate in his discretion.
 - (b) Insofar as permitted by applicable law, the Member may, notwithstanding this Agreement, engage in whatever activities it chooses, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company, and neither this Agreement nor any activity undertaken pursuant

hereto shall prevent the Member from engaging in such activities or require the Member to permit the Company to participate in any such activities.

1.8. Definitions. Certain capitalized words and phrases used in this Agreement have the following meanings:

“Interest” means the entire limited liability company interest in the Company of a Member or Interest Holder at any particular time, including the right of such Member or Interest Holder to any and all benefits to which the Member or Interest Holder may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

“Interest Holder” means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. “Interest Holders” means all such Persons.

“Net Cash Flow” means the gross cash proceeds from Company operations and from all sales and other dispositions and refinancings of Property, less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Member. “Net Cash Flow” shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

“Person” means any individual, partnership, limited liability company, corporation, trust, or other entity.

“Property” means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of. “Transferred” shall have a correlative meaning.

Section 2

CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contribution of Member. The interest in the Company shall be divided into units (“Units”). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has been issued the number of Units listed on Exhibit A hereto attached. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

2.2 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Member. Such certificates shall be signed by the President or Vice President of the Member, if such offices be created and filled, or signed by an officer designated by the Member to sign such certificates. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of

issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Member may prescribe.

Section 3
TAX ALLOCATIONS

3.1. No Allocations in Single-Member Entity. Forrest City Hospital Corporation, as the only Member, intends for the Company, as such a wholly-owned entity, to be disregarded for accounting and income tax purposes. Accordingly, all items of income, gain, loss, deduction, and credit that would, but for such single-member status, belong to the Company shall belong to the Member.

Section 4
DISTRIBUTIONS

4.1. Distributions. Subject to the Act, Net Cash Flow, if any, and any item of Property chosen by the Member, shall be distributed to or as directed by the Member, at such times as the Member may determine.

Section 5
MANAGEMENT

5.1. Authority and Duties of Member. The overall management and control of the Company shall be vested in the Member and the Member shall have the right and authority to enter into transactions on behalf of the Company, to bind the Company and to conduct, and to make decisions relating to, the day-to-day operations of the Company. Without limiting the foregoing and in each case without any further act, vote or approval, the Member is hereby specifically authorized for, and in the name of and on behalf of, the Company from time to time to:

- (a) Amend the Articles;
- (b) Issue Interests in the Company and admit other Persons as Members;
- (c) Acquire by purchase, lease, or otherwise any real or personal property;
- (d) Loan money to the Company, its affiliates or other third parties, upon such terms and conditions as the Member may determine;
- (e) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real or personal property;
- (f) Designate, authorize and direct one or more Persons to execute any and all agreements, contracts, documents, certifications, and instruments on behalf of the Company that are necessary or convenient in connection with the management, maintenance and operation of Property or managing the Company's affairs, including executing amendments to the Agreement

and the Articles in accordance with the terms of the Agreement, both as authorized agent for the Company and, if required, as attorney-in-fact for the Member pursuant to a power of attorney.

(g) Appoint individuals designated as officers and/or managers of the Company and delegate such authority to such officers and/or managers as the Member deems advisable.

(h) Borrow money and issue evidences of indebtedness (including bonds, notes and debentures) necessary, convenient or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Property;

(i) Care for and distribute funds to the Interest Holders by way of income, return of capital, or otherwise;

(j) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the Property or operations of the Company;

(k) Engage in any kind of activity and perform and carry out contracts of any kind as may be lawfully engaged in, carried out, or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified; and

(l) Make any and all elections for federal, state, and local tax purposes.

5.2. Indemnification of Member.

(a) The Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify, save harmless, and pay all judgments and claims against the Member relating to any liability or damage incurred by reason of: (i) ownership of an Interest in the Company, and (ii) any act performed or omitted to be performed by the Member in connection with the business of the Company, in any case including attorneys' fees incurred by the Member in connection with the defense of any action based on any of the foregoing.

(b) Notwithstanding anything to the contrary in Section 5.2(a) above, in the event that any provision in such Section is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

Section 6

ROLE OF THE MEMBER

6.1. Compensation. The Member may from time to time receive a salary, fee, or draw for services rendered to or on behalf of the Company in such amount as the Member deems appropriate.

6.2. Expenses. The Member may charge the Company for any expenses reasonably incurred by it in connection with the Company's business.

6.3. Loans. If the Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a capital contribution

but shall be a debt due from the Company. The amount of any such loan or advance by the Member shall be repayable out of the Company's cash and shall bear interest at such rate as the Company and the Member shall agree but not in excess of the maximum rate permitted by law. The Member shall not be obligated to make any loan or advance to, or on behalf of, the Company.

Section 7

TRANSFERS OF INTERESTS

7.1. No Restriction on Transfers. The Member may Transfer all or any portion of its Interest at any time.

7.2. Admission of Transferees as Members. Unless otherwise indicated in writing at the time of any Transfer of an Interest, a transferee of an Interest (including a transferee by operation of law) shall be admitted to the Company as a substituted Member and shall be bound by the terms of this Agreement upon such transferee's written notice to the Company at the address set forth in Section 1.4.

Section 8

DISSOLUTION AND WINDING UP

8.1. Liquidating Events. The death, retirement, bankruptcy or dissolution of the Member, or the occurrence of any other event that terminates the continued membership of a member in the Company, shall not cause the Company to be dissolved and its affairs wound up, but rather the business of the Company shall be continued without dissolution, provided that there remains at least one Member (including a transferee of one or more Interests who becomes a Member). The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following events (the "Liquidating Events"):

- (a) The written consent of the Member or any successor Member;
- (b) There is no Member or transferee of one or more Interests who becomes a Member; or
- (c) The occurrence of any other event causing the dissolution of the Company under the Act.

8.2. Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member. To the extent not inconsistent with the foregoing, the terms of this Agreement shall continue in full force and effect until such time as all of the Property (including the proceeds of sales of Property) has been distributed pursuant to this Section 8.2 and the Company's existence has been terminated in accordance with the Act. The Member (or, in the event there is no remaining Member, any Person elected by those persons succeeding to ownership of the Member's Interest) shall be responsible for overseeing the winding up of the Company, shall take full account of the Company's liabilities and Property, shall cause the Property other than cash to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefore, to be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors; and

(b) The balance, if any, to the Member.

Section 9

MISCELLANEOUS

9.1. Amendment. The Member may amend this Agreement at any time.

9.2. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

9.3. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.4. Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

9.5. Governing Law. The laws of the State of Arkansas shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member.

The undersigned has executed this Agreement as of the day and year first above set forth.

FORREST CITY HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Senior Vice President, Secretary and General Counsel

EXHIBIT A

Name and Address of Member

Amount of Contribution

Number of Units

Forrest City Hospital Corporation
7100 Commerce Way, Suite 100
Brentwood, Tennessee 37027

\$100.00

100

BYLAWS OF
FORREST CITY HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Little Rock, County of Pulaski, State of Arkansas.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Arkansas as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Arkansas, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Arkansas or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Arkansas.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the

corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Arkansas Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the

president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Arkansas, at such place or

places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Arkansas Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be

paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Arkansas Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Arkansas Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Arkansas Business Corporation Act nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Arkansas Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 31st day of January, 2006.

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ARTICLES OF INCORPORATION
OF
FORREST CITY HOSPITAL CORPORATION

In compliance with the requirements of the applicable provisions of the Arkansas Business Corporation Act (the “ABCA”), the undersigned natural person of the age of eighteen years or more, desiring to incorporate a corporation for profit hereby states the following:

ARTICLE I

The name of the Corporation is Forrest City Hospital Corporation.

ARTICLE II The period of its duration is perpetual.

ARTICLE III The corporation is for profit.

ARTICLE IV

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the ABCA.

ARTICLE V

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE VI

The address of the principal office of the Corporation’s registered office in this State, and the name of its registered agent at such address is:

National Registered Agents, Inc. of AR
323 Center Street, Suite 1202
Little Rock, AR 72201

ARTICLE VII

The complete address of the corporation’s principal office is 7100 Commerce Way, Suite 100, Brentwood, Williamson County, Tennessee 37027.

ARTICLE VIII

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE IX

The name and mailing address of the incorporator is:

Robin J. Keck
c/o Community Health Systems
7100 Commerce Way, Suite 100
Brentwood, TN 37027

ARTICLE X

To the fullest extent permitted by Arkansas law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the director derived any improper personal benefit. If the ABCA is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the ABCA, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE XI

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the ABCA as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue with respect to an indemnatee who has ceased to be a director or officer and shall inure to the benefit of the indemnatee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to

indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that if the ABCA requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the ABCA. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the ABCA, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the ABCA.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the

provisions of this Article or as otherwise permitted under the ABCA with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE XII

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of January, 2006.

/s/ Robin J. Keck

Name: Robin J. Keck, Incorporator

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Filed

Corporations Division

No 208 457

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ARTICLES OF INCORPORATION

OF

PHILLIPS HOSPITAL CORPORATI6N

In compliance with the requirements of the applicable provisions of the Arkansas Business Corporation Act (the “ABCA”), the undersigned natural person of the age of eighteen years or more, desiring to incorporate a corporation for profit hereby states the following:

ARTICLE I

The name of the Corporation is Phillips Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity or which corporations may be organized under the ABCA.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation’s registered office in this State, and the name of its registered agent at such address is:

Corporation Service Company

120 East Fourth Street

Little Rock, AR 72201

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Sherry Connelly
155 Franklin Road, Suite 400
Brentwood, TN 37027

ARTICLE VIII

To the fullest extent permitted by Arkansas law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the director derived any improper personal benefit. If the ABCA is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the ABCA, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the ABCA as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a

contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that if the ABCA requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the ABCA. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the ABCA, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the ABCA.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the ABCA with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of January, 2002.

/s/ Sherry Connelly
Sherry Connelly, Incorporator

CERTIFIED COPY 208457

Arkansas Secretary of State
Sharon Priest
State Capitol • Little Rock, Arkansas 72201-1094 • 501.682.1010

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is:

Helena Regional Medical Center

2. The character of the business being, or to be, conducted under such fictitious name is:

health care

3. a) The corporation name of the applicant and its date of qualification in Arkansas:

Phillips Hospital Corporation 1/24/02

b) The State of incorporation is:

Arkansas

c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

120 East Fourth Street
Little Rock, AR

Signature: /s/ Sherry Connelly, Incorporator

Address: 155 Franklin Road, Suite 400, Brentwood, TN 37027

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee \$25.00 DN-18/F-18/Rev. 11/99

Arkansas Secretary of State — Document No.: 4010660012 — Date Filed: 02-08-2002 09:57 AM -

CERTIFIED COPY

Arkansas Secretary of State
Sharon Priest
State Capitol • Little Rock, Arkansas 72201-1094 501.682.1010

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is:

Helena Regional Medical Center Home Health Agency

2. The character of the business being, or to be, conducted under such fictitious name is:

health care

3. a) The corporation name of the applicant and its date of qualification in Arkansas:

Phillips Hospital Corporation 1/24/02

b) The State of incorporation is:

Arkansas

c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

120 East Fourth Street
Little Rock, AR

Signature: /s/ Sherry Connelly, Incorporator

Address: 155 Franklin Road, Suite 400, Brentwood, TN 37027

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Arkansas Secretary of State — Document No.: 4010660013 — Date Filed: 02-08-2002 09:57 AM -

Fee \$25.00

ON-18/F-18/Rev. 11/99

Arkansas Secretary of State — Document No.: 4010660014 — Date Filed: 02-20-2002 10:25 AM — Total Pages: 1

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is:

Marvell Medical Clinic

2. The character of the business being, or to be, conducted under such fictitious name is:

health care

3. a) The corporation name of the applicant and its date of qualification in Arkansas:

Phillips Hospital Corporation 1/24/02

b) The State of incorporation is:

Arkansas

c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

120 East Fourth Street

Little Rock, AR

Signature: /s/ Sherry Connelly Assistant Secretary

Address: 155 Franklin Road, Suite 400, Brentwood, TN 37027

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Corporation and UCC Records • Elections • Capitol Building and Grounds

Arkansas Secretary of State

Sharon Priest

State Capitol • Little Rock, Arkansas 72201-1094 • 501.682.1010

Fee \$25.00 DN-18/F-18/Rev. 11/99

page 1 of 1

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Arkansas Secretary of State — Document No.: 4010660015 — Date Filed: 09-17-2002 02:13 PM — Total Pages: 1

APPLICATION FOR FICTITIOUS NAME

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is:

Helena Surgical, P.A.

2. The character of the business being, or to be, conducted under such fictitious name is:

health care

3. a) The corporation name of the applicant and its date of qualification in Arkansas:

Phillips Hospital Corporation 01/24/2002

b) The State of Incorporation is:

Arkansas

c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

Corporation Service Company
Little Rock, 120 East Fourth Street
AR, 72201-

Signature of the Chairman of the Board, President or other officers (if directors have not been selected, the incorporator may execute):

Sherry Connelly, Asst. Secretary
155 Franklin Road
Brentwood, TN 37027-

Arkansas Secretary of State — Document No.: 1420980008 — Date Filed: 11-12-2003 12:07 PM — Total Pages: 1

Arkansas Secretary of State

State Capitol • Little Rock, Arkansas 72201-1094

Charlie Daniels 501-682.3409 • www.sosweb.state.ar.us

NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH

To: Charlie Daniels

Secretary of State

Corporations Division

State Capitol

Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, (Act 958 of 1987), the undersigned corporation submits the following statement for the purpose of changing its registered office or its registered agent, or both in the State of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable corporations.

Foreign Domestic

1. Name of corporation: PHILLIPS HOSPITAL CORPORATION

2. Street address of present registered office:

120 E. Fourth Street
Little Rock, AR 72201

3. Street address to which registered office is to be changed:

The Tower Building
323 Center Street, Suite 1202
Little Rock, AR 72201

4. Name of present registered agent: Company Service Corporation

5. Name of successor registered agent: National Registered Agents, Inc. of AR

I, National Registered Agents, Inc. of AR hereby consent to serve as registered agent for this corporation.

/s/ Stephanie Thomas

Name: Stephanie Thomas, Successor Agent

A letter of consent from successor agent may be substituted in lieu of this signature.

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

A copy bearing the file marks of the Secretary of State shall be returned.

If this corporation is governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

Dated November 4, 2003

/s/ Robin Kech

Name: Robin Kech, Signature of Authorized Officer

Asst. Secretary

Title of Authorized Officer

Arkansas Secretary of State

Charlie Daniels

State Capitol
Little Rock, Arkansas 72201-1094
501.682-3409 • www.sosweb.state.ar.us

APPLICATION FOR FICTITIOUS NAME

To: Charlie Daniels
Secretary of State
Corporations Division
State Capitol

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is:

Regional Home Care, Helena

2. The character of the business being, or to be, conducted under such fictitious name is:

healthcare services

3. a) The corporation name of the applicant and its date of qualification in Arkansas:

Phillips Hospital Corporation — 1/24/02

b) The State of incorporation is: Arkansas

c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

c/o National Registered Agents, Inc. of AR
The Tower Building
323 Center Street, Suite 1202 Street
Little Rock, Arkansas 72201

/s/ Robin Kech
Signature: Robin Kech, Assistant Secretary

(Chairman of the Board a resident or other officers (if directors have not been selected, the incorporator may execute)

Address: 7100 Commerce Way, Suite 100, Brentwood, TN 37027

INSTRUCTIONS:

File with the Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee \$25.00 DN-18/F-18/Rev. 2/03

Arkansas Secretary of State — Document No.: 5820910003 — Date Filed: 06-30-2006 11:09 AM — Total Pages: 1

Arkansas Secretary of State

Charlie Daniels

State Capitol • Little Rock, Arkansas 722014094

501-682-3409 • www.sosweb.state.ar.us

APPLICATION FOR FICTITIOUS NAME

To: Charlie Daniels

Secretary of State

Corporations Division

State Capitol

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is:

Regional Home Care, Forrest City

2. The character of the business being, or to be, conducted under such fictitious name is:

healthcare services

3. a) The corporation name of the applicant and its date of qualification in Arkansas:

Phillips Hospital Corporation — 1/24/02

b) The State of incorporation is: Arkansas

c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

c/o National Registered Agents, Inc. of AR
The Tower Building
323 Center Street
Suite 1202 Street
Little Rock, Arkansas 72201

/s/ Robin Kech

Name: Robin Kech, Assistant Secretary

(Chairman of the Board, President or other officers (if directors have not been selected, the incorporator may execute)

Address:

7100 Commerce Way
Suite 100
Brentwood, TN 37027

INSTRUCTIONS:

File with the Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas 722011094. A copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee \$25.00 DN-18/F-18/Rev. 2/03

BYLAWS OF
PHILLIPS HOSPITAL CORPORATION

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Little Rock, County of Pulaski, State of Arkansas.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Arkansas as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Arkansas, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Arkansas or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Arkansas.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the

corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Arkansas Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the

president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Arkansas, at such place or

places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Arkansas Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be

paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Arkansas Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Arkansas Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Arkansas Business Corporation Act nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Arkansas Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 24th day of January, 2002.

ARTICLES OF INCORPORATION
OF
PEPONI, INC.

KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, hereby gather ourselves together for the purpose of forming a corporation under the laws of the State of Arizona, and for such purpose hereby adopt Articles of Incorporation as follows:

ARTICLE I.

NAME. The name of the corporation shall be:

PEPONI, INC.

ARTICLE II.

PURPOSE. The corporation is organized for the purpose of transacting any and lawful business for which the corporation may be incorporated under the laws of the State of Arizona.

ARTICLE III.

BUSINESS. The corporation initially intends to conduct the following described business in the State of Arizona: engage in the business of marketing and related services; however, the initial intention shall in no manner whatsoever limit the character of the business which the corporation may ultimately conduct.

ARTICLE IV

AUTHORIZED CAPITAL. The authorized capital stock of the corporation shall be One Million (1,000,000) shares, denominated as Common Stock at \$1.00 par value per share, which stock shall be issued and paid for as directed by the Board of Directors. Any portion of the capital stock of the corporation may be issued in payment for real or personal property, labor, services or any other right or things of value for the use and purpose of the corporation, and all such capital stock, when so issued, shall become and be fully paid for in cash, and in the absence of fraud, the directors shall be the sole judges of the value of any property, labor, services or rights or things acquired in exchange for capital stock of the corporation. The shares of the capital stock of the corporation shall be non-assessable.

ARTICLE V.

STATUTORY AGENT. The name and address of the initial Statutory Agent of the corporation is DONALD MAXWELL, 6909 Main Street, P.O. Box 876, Scottsdale, Arizona 85252.

ARTICLE VI.

KNOWN PLACE OF BUSINESS. The known place of business of the corporation shall be 2145 N. Kiowa Blvd., Suite 4, Lake Havasu City, AZ 86403; but other offices and places for conducting business, both within and without the State of Arizona, may be established, and the corporation may hold its meetings at such places, both within and without the State of Arizona, as the Board of Directors may designate.

ARTICLE VII.

BOARD OF DIRECTORS. The business and affairs of the corporation shall be managed by the Board of Directors. The number of persons which shall constitute the whole Board of Directors shall be fixed, from time to time, in accordance with the Bylaws. The following named persons shall constitute the initial Board of Directors and shall serve as directors until the first annual meeting of the members or until their successors be elected/appointed and qualify or until death or resignation if sooner occurring:

D. GORDON DREISBACH
2145 N. Kiowa Blvd., Ste 4
Lake Havasu City, Arizona 86403

LINDA J. DREISBACH
2145 N. Kiowa Blvd., Ste 4
Lake Havasu City, Arizona 86403

G. SCOTT DREISBACH
2145 N. Kiowa Blvd., Ste 4
Lake Havasu City, AZ 86403

ARTICLE VIII.

INCORPORATORS. The incorporators are:

D. GORDON DREISBACH
2145 N. Kiowa Blvd., Ste 4
Lake Havasu City, Arizona 86403

LINDA J. DREISBACH
2145 N. Kiowa Blvd., Ste 4
Lake Havasu City, Arizona 86403

G. SCOTT DREISBACH
2145 N. Kiowa Blvd., Ste 4
Lake Havasu City, AZ 86403

ARTICLE IX.

INDEMNIFICATION. The corporation shall indemnify any person who incurs expenses by reason of the fact that he is or was an officer, director, employee or agent of the corporation. This

indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

ARTICLE X.

FISCAL YEAR. The fiscal year of the corporation shall commence on June 1 to May 31 of each year.

IN WITNESS WHEREOF, we, the undersigned, hereunto set our hands this 2nd day of May, 1997.

/s/ D. Gordon Dreisbach
D. GORDON DREISBACH

/s/ Linda J. Dreisbach
LINDA J. DREISBACH

/s/ G. Scott Dreisbach
G. SCOTT DREISBACH

STATE OF ARIZONA)

ss

County of Maricopa)

ON THIS, the 2nd day of May, 1997, before me, the undersigned officer, personally appeared D. GORDON DREISBACH, known to me to be the person whose name is subscribed to the within Articles of Incorporation and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/s/Roxanne Hawbaker

ROXANNE HAWBAKER, Notary Public

My Commission Expires:

OFFICIAL SEAL

NOTARY PUBLIC — ARIZONA

STATE OF ARIZONA)

ss

County of Maricopa)

ON THIS, the 2nd day of May, 1997, before me, the undersigned officer, personally appeared LINDA J. DRESIBACH, known to me to be the person whose name is subscribed to the within Articles of Incorporation and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto to set and official seal.

/s/Roxanne Hawbaker

ROXANNE HAWBAKER, Notary Public

My Commission Expires:

OFFICIAL SEAL

NOTARY PUBLIC — ARIZONA

STATE OF ARIZONA)

ss

County of Maricopa)

ON THIS, the 2nd day of 1997, before me, the undersigned officer, personally appeared C. SCOTT DREISBACH, known to me to be the person whose name is subscribed to the within Articles of Incorporation and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand official seal.

/s/Roxanne Hawbaker

ROXANNE HAWBAKER, Notary Public

My Commission Expires:

OFFICIAL SEAL

NOTARY PUBLIC — ARIZONA

LAW OFFICES OF DONALD MAXWELL, P.C.

6909 Main Street

Scottsdale, Arizona 85251

ACCEPTANCE OF APPOINTMENT

BY STATUTORY AGENT

The undersigned acknowledges and accepts the appointment as statutory agent of PEPONI, INC. effective the 2nd day of May, 1997.

LAW OFFICES OF DONALD MAXWELL, P.C.

By: /s/ Donald Maxwell

Donald Maxwell

6909 Main Street

Scottsdale, Arizona 85251

CERTIFICATE OF DISCLOSURE **[unreadable]**

A.C.C. Corporations Div.

Received

Jan 31 2001

Documents are subject to review before filing

February 1, 2001

Arizona Corporation Commission
1300 W. Washington Street
Room 101
Phoenix, AZ 85007

Attention: Records Section

This is to inform you that Corporation Service Company, statutory agent for:

File Number t8080240

Corp Name PAYSON HOSPITAL CORPORATION

is moving from: 3636 North Central Avenue
Phoenix, Arizona 85012

The new address is: 818 East Osborn Road Phoenix, Arizona 85014

If the address for the corporation is "in care" of the statutory agent, please change the address to reflect the new address of the statutory agent.

The statutory agent has given the above corporation written notice of-this change

CORPORATION SERVICE COMPANY

/s/ John H. Pelletier

John H. Pelletier

Assistant Vice President

CORPORATION

STATEMENT OF CHANGE OF

KNOWN PLACE OF BUSINESS OR STATUTORY AGENT ADDRESS

1. The exact name of the corporation on file with the Arizona Corporation Commission (ACC) is: PAYSON HOSPITAL CORPORATION

2. The ACC File Number is 08080240

3. The known place of business currently on file with the ACC is:

4. The address of the current statutory agent on file with the ACC is:

818 E OSBORN RD
PHOENIX, AZ 850145.

5. The name of the current statutory agent is:
CORPORATION SERVICE COMPANY

6. The new address of the statutory agent in Arizona is:
2338 W. ROYAL PALM ROAD SUITE
PHOENIX, AZ 85021

7. The statutory agent has given the Corporation written notice of this change.

8. If the corporation indicates its known place of business is to be our (the statutory agent) address, please update accordingly.

Dated: August 27, 2003

CORPORATION SERVICE COMPANY

/s/ John H. Pelletier
John H. Pelletier, Asst. VP

Received
August 25, 2003
Arizona Corporation Commission
Corporations Division

STATEMENT OF CHANGE OF KNOWN
PLACE OF BUSINESS AND OF
STATUTORY AGENT
OF
PAYSON HOSPITAL CORPORATION
(an Arizona corporation)

Received
June 28, 2005
Arizona Corporation Commission
Corporations Division

To the Arizona Corporation Commission
State of Arizona

Pursuant to the provisions of the General Corporation Law of the State of Arizona, the corporation hereinafter named delivers the following statement:

1. The name of the corporation is PAYSON HOSPITAL CORPORATION:
2. The ACC file number is: -0808024-0:
3. The present address of the known place of business of the corporation in the State of Arizona is 155 FRANKLIN RD #400, BRENTWOOD, TN 37027.
4. The present address of the known place of business of the corporation in the State of Arizona is as do National Registered Agents, Inc, 1850 N. Central Avenue, Suite 1160, Phoenix, AZ 85004.
5. The name and the address of the present statutory agent of the corporation in the State of Arizona are as follows: National Registered Agents, Inc., 1850 N. Central Avenue, Suite 1160, Phoenix, AZ 85004, County of Maricopa
6. The registered agent of the corporation hereby changes the aforesaid statutory address as follows: The name and new address of the corporation's statutory agent in the State of Arizona are:

Name	Address
National Registered Agents, Inc:	638 North Fifth Avenue Phoenix, AZ 85003 County of Maricopa

8. The corporation has been given written notice of the change.

Dated: June 28, 2005

National Registered Agents, Inc:

By: /s/

Dennis E: Howarth, President

BYLAWS OF
PAYSON HOSPITAL CORPORATION

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Phoenix, State of Arizona.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Arizona as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Arizona, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Arizona or shareholders of the corporation:

Section 3:3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal: The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall

be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors: Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings: Regular or special meetings of the board of directors may be held either within or without the State of Arizona.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its

members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the

corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Arizona Business Corporation Act (the "Arizona Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal

representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends: Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Arizona, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Arizona Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Arizona Code requires, an advancement of expenses incurred by an indemnitee shall be made

only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Arizona Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Arizona Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Arizona Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance

herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 19th day of May, 1997.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CHESTERFIELD/MARLBORO, L.P.

This Certificate of Limited Partnership is made, executed and dated as of February 27, 1995 by Dynamic Health, Inc., as general partner of Chesterfield/Marlboro, L.P., pursuant to Sections 17-101 to 17-1109 of the Delaware Revised Uniform Limited Partnership Act, as amended.

FIRST: The name of the limited partnership is:

CHESTERFIELD/MARLBORO, L.P.

SECOND: The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The name and the business mailing address of the sole general partner is:

Dynamic Health, Inc.
550 North Reo Street
Suite 300
Tampa, Florida 33609-1013

IN WITNESS WHEREOF, the undersigned, the sole general partner of Chesterfield/Marlboro, L.P., has executed this Certificate as of the 27th day of February, 1995.

CHESTERFIELD/MARLBORO, L.P.

By: Dynamic Health, Inc.,
its general partner

By: /s/ Jonathan J. Spees,
Jonathan J. Spees,
Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 07/29/1996
960220551 — 2484564

CERTIFICATE TO RESTORE TO GOOD STANDING

A DELAWARE LIMITED PARTNERSHIP

PURSUANT TO TITLE 6, SEC. 17-1109

1. Name of Limited Partnership: Chesterfield/Marlboro, L.P.

2. Date of original filing with Delaware Secretary of State:

2/27/95.

Dynamic Health, Inc., General Partner of the above-named limited partnership, does hereby certify that this limited partnership is paying all annual taxes, penalties and interest due to the State of Delaware.

The General Partner does hereby request this limited partnership be restored to Good Standing.

Dated: July 29, 1996

DYNAMIC HEALTH, INC.,
a Delaware corporation
as General Partner

By: /s/ Richard J. Pajor
Richard J. Pajor
Chief Financial Officer

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/14/1996
960238022 — 2484564

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CHESTERFIELD/MARLBORO, LP., a Delaware limited partnership

This Certificate of Amendment of the Certificate of Limited Partnership is made, executed and dated as of August 14, 1996 by Dynamic Health, Inc. and Community GP Corp., as general partners of Chesterfield/Marlboro, L.P., pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act, as amended.

FIRST: The name of the limited partnership is: Chesterfield/Marlboro, L.P.

SECOND: Article THIRD of the Certificate of Limited Partnership is hereby amended in its entirety to read as follows:

THIRD: The names and the business mailing addresses of the general partners are:

Dynamic Health, Inc.
One Harbour Place
777 South Harbour Island Boulevard
Suite 890
Tampa, Florida 33602

Community GP Corp.
c/o Community Health Systems, Inc.
155 Franklin Road
Suite 400
Brentwood, Tennessee 37027-4600

THIRD: The effective time of this Certificate of Amendment of Certificate of Limited Partnership shall be 11:58 PM on August 14, 1996.

IN WITNESS WHEREOF, the undersigned, the general partners of CHESTERFIELD/MARLBORO, L.P., have executed this Certificate as of the 14th day of August, 1996.

DYNAMIC HEALTH, INC.

By: /s/ Jonathan J. Spees
Jonathan J. Spees
Assistant Secretary

COMMUNITY GP CORP.

By: /s/ Tyree G. Wilburn
Tyree G. Wilburn
Executive Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/15/1996
960239406 — 2484564

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CHESTERFIELD/MARLBORO, LP., a Delaware limited partnership

This Certificate of Amendment of the Certificate of Limited Partnership is made, executed and dated as of August 14, 1996 by Community GP Corp., as general partner of Chesterfield/Marlboro, LP., pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act, as amended.

FIRST: The name of the limited partnership is:

Chesterfield/Marlboro, LP.

SECOND: Article THIRD of the Certificate of Limited Partnership is hereby amended in its entirety to read as follows:

THIRD: The name and the business mailing address of the general partner is:

Community GP Corp.
c/o Community Health Systems, Inc.
155 Franklin Road
Suite 400
Brentwood, Tennessee 37027-4600

IN WITNESS WHEREOF, the undersigned, the general partner of CHESTERFIELD/MARLBORO, LP., has executed this Certificate as of the 14th day of August, 1996.

COMMUNITY GP CORP.

By: /s/ Tyree G. Wilburn
Tyree G. Wilburn
Executive Vice President

AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP OF

CHESTERFIELD/MARLBORO, L.P.

This Amendment to the Certificate of Limited Partnership of Chesterfield/Marlboro, L.P. (the "Limited Partnership"), made by Community GP Corp., the general partner of the Limited Partnership, pursuant to the provisions of Section 17-202 of the Delaware Revised Uniform Limited Partnership Act, as amended.

FIRST: The name of the Limited Partnership is Chesterfield/Marlboro, L.P.

SECOND: The Second provision of the Certificate of Limited Partnership is hereby amended in its entirety to read as follows:

"The address of its registered office in the State of Delaware is 1013 Centre Road, Wilmington, New Castle County, Delaware and the name of its registered agent at such address is Corporation Service Company."

THIRD: This Amendment to the Certificate of Limited Partnership shall be effective upon filing by the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned, the general partner of the Limited Partnership, has executed this Amendment as of the 24th day of October, 1996.

Community GP Corp.

By: /s/ Sara Martin-Michels
Sara Martin-Michels
Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 10/31/1996
960317920 — 2484564

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 07/28/1998
981299291 — 2484564

FILE NO.: 2484564

STATE OF DELAWARE
CERTIFICATE TO RESTORE TO GOOD
STANDING A DELAWARE LIMITED PARTNERSHIP
(Pursuant to Title 6, Sec. 17-1109)

1. Name of Limited Partnership:

CHESTERFIELD/MARLBORO, L.P.

2. Date of original filing with Delaware Secretary of State: FEBRUARY 27, 1995.

I, Virginia D. Lancaster, Assistant Secretary of Community G.P. Corp., General Partner or Liquidating Trustee of the above named limited partnership do hereby certify that this limited partnership is paying all annual taxes, penalties and interest due to the State of Delaware.

I do hereby request this limited partnership be restored to Good Standing.

By: /s/ Virginia D. Lancaster
on behalf of General Partner, Community G.P. Corp.
or
Liquidating Trustee

Name: Virginia D. Lancaster
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:49 PM 11/05/2003
FILED 07:17 PM 11/05/2003
SRV 030712470 — 2484564 FILE

CERTIFICATE OF AMENDMENT

TO

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CHESTERFIELD/MARLBORO, L.P.

CHESTERFIELD/MARLBORO, L.P. (hereinafter called the “partnership”), a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act (the “Act”), for the purpose of amending Certificate of Limited Partnership filed with the office of the Secretary of State of Delaware on Feb. 27, 1995, hereby certifies that:

1. The name of the limited partnership is CHESTERFIELD/MARLBORO, L.P.
2. Pursuant to the provisions of Section 17-202, Title 6, Delaware Code, the amendment to the Certificate of Limited partnership effected by this Certificate of Amendment is to change the address of the registered office of the partnership in the State of Delaware to 9 East Loockerman Street, Suite 1B, Dover, Delaware 19901, and to change the name of the registered agent of the partnership in the State of Delaware at the said address to National Registered Agents, Inc.

The undersigned, a general partner of the partnership, executes this Certificate of Amendment on October 23, 2003

/s/ Community GP Corp by Kimberly A. Wright, Asst. Sec.
General Partner

Printed Name and Title: Kimberly A. Wright, Asst. Sec.

CHESTERFIELD/MARLBORO, L.P.
LIMITED PARTNERSHIP AGREEMENT

By And
Among

COMMUNITY GP CORP.,
A Delaware Corporation,

And

COMMUNITY LP CORP.,
A Delaware Corporation,

DATED AS OF AUGUST 14, 1996

LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT (this "Agreement") is made and entered into by and among Community GP Corp., a Delaware corporation, as general partner, and Community LP Corp., a Delaware corporation, as the limited partner, effective as of the 14th day of August, 1996.

WITNESSETH:

WHEREAS, the parties acquired all of the general partnership and limited partnership interests of Chesterfield/Marlboro, L.P. on August 14, 1996, pursuant to a certain Partnership Interest Purchase Agreement between the Partners, Dynamic Health, Inc., and DHI Hospitals, L.P.;

WHEREAS, the parties desire to enter this limited partnership agreement to reflect the intention of the parties as to the matters set forth herein.

NOW, THEREFORE, in consideration of the premises, and mutual covenants and promises contained herein, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, and all agreements supplemental hereto which may be entered into in accordance herewith, the terms defined in this Article I shall have the meanings herein specified:

"Agreement" means this Limited Partnership Agreement as the same may be supplemented or amended from time to time.

"Capital Account" means the account described in Section 4.1 of this Agreement. "Cash Flow" shall mean Net Income computed on the accrual basis of accounting, plus:

(a) the amortization of financing costs (including points) and other prepaid items (insurance, supplies, etc.) taken as deductions in computing the aforementioned Net Income to the extent that such amortization relates to such costs that were paid in a year or period other than the one in which such Net Income is computed;

(b) any cash received in the current year included in Net Income of prior or future years or periods;

Minus:

(c) regularly scheduled payments upon the principal of any Partnership indebtedness plus prepayments by the General Partner;

- (d) such expenditures for acquisition of property, capital improvements or replacements, except to the extent financed through capital contributions, mortgages on property or other partnership loans;
- (e) any amounts included in Net Income for which no cash was received by the Partnership in such year or period; and
- (f) any reserves as determined by the General Partner.

The General Partner shall have the sole authority to make any adjustments deemed necessary in computing the Cash Flow of the Partnership.

“Code” means the Internal Revenue Code of 1986, as amended.

“Delaware Act” means the Delaware Revised Uniform Limited Partnership Act, as amended.

“General Partner” means Community GP Corp., a Delaware corporation, its successors and assigns.

“Hospital” means Chesterfield General Hospital located in Cheraw, South Carolina, and Marlboro Park Hospital located in Bennettsville, South Carolina.

“Limited Partner” means Community LP Corp., a Delaware corporation, its successors and assigns.

“Net Income” means operating income less operating expenses, the amount of financing costs (including points) and other prepaid items paid during the year or period for which such Net Income is computed, but excluding depreciation which shall not be considered an operating expense).

“Ownership Interest” shall have the meaning ascribed to such term in Section 5.1 of this Agreement.

“Partner” or “Partners” mean the General Partner and Limited Partner, singularly or collectively, as partners under this Agreement.

“Partnership” means Chesterfield/Marlboro, L.P., the limited partnership formed pursuant to this Agreement, its successors and assigns.

“Profits” and “Losses” shall have the meanings ascribed to those terms in Section 6.2 of this Agreement.

ARTICLE II.

FORMATION OF LIMITED PARTNERSHIP

Section 2.1 Formation of Limited Partnership.

(a) The Partners hereto are the only parties to the Partnership Agreement. The authority of the Partners shall be strictly limited to the purposes and scope set forth in this Agreement.

(b) The rights and obligations of the Partners and the administration and termination of the Partnership shall be governed as expressly provided for herein. A Partner's interest in the Partnership shall be personal property for all purposes. All real and other property owned by the Partnership shall be deemed owned by the Partnership as an entity and no Partner, individually, shall have any ownership of such property.

Section 2.2 Purposes and Scope of Partnership.

(a) The purposes of the Partnership are:

(i) To carry on any activities which may lawfully be carried on by a limited partnership organized under the Delaware Act, including, without limitation, to own, operate, sell and otherwise dispose of the Hospital, and to acquire, finance, hold, develop, improve, maintain, operate, lease, sell, and otherwise dispose of any direct or indirect interests in hospitals and other related healthcare and/or health service organizations; and

(ii) To invest Partnership funds and cash balances in such investments as selected or determined by the General Partner.

(b) The Partners intend that the interpretation of this Agreement and of their general rights and duties shall be governed by the Delaware Act.

Section 2.3 Legal Name. For purposes of legal designation of this Partnership, the Partners agree:

(a) With respect to legal name, that all business and affairs of the Partnership be conducted solely under the name of "Chesterfield/Marlboro, L.P."

(b) Legal notice of the Partnership name and any modification thereof shall be made, if required by applicable state law:

(i) Through the filing of a Certificate of Limited Partnership with the office of the Secretary of State of Delaware showing the Partnership name; and

(ii) The General Partner shall execute all assumed, fictitious, or business name certificates required by law to be filed referencing the use of the aforesaid name and shall file such certificates, if allowed, in the records of the county where the Hospital is located, in the county of the principal place of business of the Partnership (if this differs from the county of the Hospital), and with the Secretary of State of Delaware, if permitted; and

(iii) As the General Partner may otherwise deem advisable or appropriate.

ARTICLE III.

MANAGEMENT OF THE PARTNERSHIP

Section 3.1 Management of Partnership. The overall day-to-day management and control of the business and affairs of the Partnership shall be vested in the General Partner. The Partners hereby delegate to and vest in the General Partner full, exclusive and complete discretion, authority and power in the management and control of the business and affairs of the Partnership in respect of all decisions related to the management, marketing and ownership of the Hospital and the investment of Partnership funds. The General Partner shall have the right, power, authority and obligation to implement the overall management and control of the business and affairs of the Partnership.

Section 3.2 Authority of General Partner. It is the intent of the parties that the General Partner shall have unilateral authority to conduct the business affairs of the Partnership, and it shall not be necessary for any third party to confirm the authority of the General Partner to take any and all action on behalf of the Partnership.

ARTICLE IV.

CAPITAL ACCOUNTS

Section 4.1 Capital Account. The Partnership will maintain for each Partner an account designated as his "Capital Account" in accordance with the following provisions:

(i) To each Partner's Capital Account there shall be credited the amount of cash and the fair market value of any property contributed to the Partnership by such Partner, such Partner's distributive share of Profits, and any items in the nature of income or gain that are specially allocated pursuant to Section 6.4 hereof, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner.

(ii) To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provision of this Agreement, such Partner's distributive share of Losses, and any items in the nature of loss or deduction specifically allocated pursuant to Section 6.4 hereof and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Partner upon the dissolution of the Partnership.

ARTICLE V.

ACCOUNTING AND DISTRIBUTIONS

Section 5.1 Ownership of Partnership, Distributions of Cash Flow.

(a) The ownership interest of the Partners in the Partnership shall be in the percentage interests (hereinafter referred to as the "Ownership Interest") set forth opposite each of their names below, to wit:

General Partner	.5%
Limited Partner	99.5%
Total	100.0%

(b) The General Partner may distribute Cash Flow at such time and in such amounts as the General Partner determines, in its sole discretion. Any distributions of Cash Flow shall be divided among the Partners in proportion to their Ownership Interests.

Section 5.2 Distribution upon Sale of All Assets. Notwithstanding any other provision of this Article V, upon the sale of all of the Partnership's assets, liquidating distributions shall be made, in all cases, in accordance with Article IX hereof.

ARTICLE VI.

TAX STATUS AND ALLOCATION

Section 6.1 Tax Status. Any provision hereof to the contrary notwithstanding, solely for United States federal income tax purposes, each of the Partners hereby recognizes that the Partnership will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the United States Internal Revenue Code of 1986; provided, however, that the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Partnership or expand the obligations or liabilities of the Partners.

Section 6.2 Profits" and "Losses means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

- (i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this Section 6.2 shall be added to such taxable income or loss;
- (ii) Notwithstanding any other provision of this Section 6.2, any items which are specially allocated pursuant to Section 6.4 hereof shall not be taken into account in computing Profits or Losses.

Section 6.3 Allocation of Profits and Losses. Except as provided in Section 6.4 below, Profits and Losses for any fiscal year of the Partnership shall be allocated among the Partners in proportion to their Ownership Interests.

Section 6.4 Other Allocations. The following allocations shall be made in the order set forth below:

(a) Except as otherwise provided in Treasury Regulation Section 1.704-2(f) of Article VI, notwithstanding any other provision of this Article VI, if there is a net decrease in Partnership minimum gain, as defined in Treasury Regulation Section 1.704-2(b)(2) and Section 1.704-2(d) during any fiscal year, each Partner shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's share of the net decrease in Partnership minimum gain, determined in accordance with Treasury Regulation Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulation Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.4(a) is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Except as otherwise provided in Treasury Regulation Section 1.704-2(i)(4), notwithstanding any other provision of this Article VI, if there is a net decrease in Partner nonrecourse debt minimum gain attributable to a Partner nonrecourse debt, as defined in Treasury Regulation Section 1.704-2(i) during any Partnership fiscal year, each Partner who has a share of the Partner nonrecourse debt minimum gain attributable to such Partner nonrecourse debt, determined in accordance with Treasury Regulation Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's share of the net decrease in Partner nonrecourse debt minimum gain attributable to such Partner nonrecourse debt, determined in accordance with Treasury Regulation Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 6.4(b) is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704-2(i)(4), and shall be interpreted consistently therewith.

(c) In the event any Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulation Section 1.704-1(b)(2), any deficit in such Partner's Capital Account as quickly as possible, provided that an allocation pursuant to this Section 6.4(c) shall be made only if and to the extent that such Partner would have a deficit balance in its Capital Account after all other allocations provided for in this Article VI have been tentatively made as if this Section 6.4(c) were not in the Agreement.

(d) All nonrecourse deductions shall be allocated among the Partners in accordance with their Ownership Interests. For purposes of this Section 6.4(d), nonrecourse deductions shall have the meaning ascribed thereto in Treas. Reg. Section 1.704-2(b)(1), including all amendments or successor regulations thereto.

(e) Any Partner nonrecourse deductions as defined in Treasury Regulation Section 1.704-2(i)(2) for any fiscal year shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner nonrecourse debt to which such Partner nonrecourse deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(f) The allocations set forth in Sections 6.4(a) through 6.4(e) (the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulations Section 1.704-1(b). Notwithstanding any other provision of this Article VI (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other Profits, Losses and items of income, gain, loss and deduction among the Partners so that, to the extent possible, the net amount of such allocations of other Profits, Losses and other items and the Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner if the Regulatory Allocations had not occurred.

(g) In no event shall the General Partner's interest in each item of income, gain, loss, deduction or credit be less than 1% of each such item at all times during the existence of the Partnership.

Section 6.5 Modification. The Partners intend that the provisions in Article VI and elsewhere in this Agreement providing for the distribution of Cash Flow, the proceeds of a sale or refinancing of the Hospital, and all other distributions from the Partnership will govern the economic relations between the Partners, and have designed the allocations of Profits and Losses in this Article VI so that such allocations will have substantial economic effect under Section 704(b) of the Internal Revenue Code and support the desired distributions to the Partners. To the extent such allocations of Profits and Losses are inconsistent with such objective, the Partners agree to amend this Article VI so that the allocation of Profits and Losses (including items of income, gain, loss or deduction) will be consistent with the distributions provided for in this Agreement.

ARTICLE VII.

RECORD KEEPING, REPORTS, INSURANCE

Section 7.1 Tax Returns. The General Partner shall select a certified or registered public accountant for the preparation of federal and state income tax schedules and returns for the Partnership. The General Partner shall use reasonable efforts to cause the tax return to be delivered to each Partner within seventy-five (75) days of the end of each fiscal year of the Partnership. The fees paid to the said accountant or accountants shall be borne by the Partnership and shall be considered an operating expense.

Section 7.2 Record Keeping. All Partners shall have access to all reasonable times to the books and records associated with the management and operation of the Hospital.

Section 7.3 Bank Accounts. The General Partner on its behalf shall maintain bank accounts necessary for the operation of the Hospital. The General Partner will be the authorized signatory.

Section 7.4 Insurance. The Partnership shall carry and maintain in force such insurance and in such amounts as the General Partner shall determine.

ARTICLE VIII.

ADMISSION AND WITHDRAWAL OF PARTNERS AND TRANSFERS OF PARTNERSHIP INTERESTS

Section 8.1 No Assignment. No Limited Partner shall have the right to assign all or a portion of its interest in the Partnership and no substitute Limited Partner shall be admitted as a Partner.

Section 8.2 Representatives of Limited Partner. Upon the bankruptcy, insolvency, dissolution, or other cessation of existence as a legal entity of the Limited Partner, the authorized representative of such entity shall have all the rights of a Limited Partner for the purpose of settling, managing, or effecting the orderly winding up and dissolution of the business of such entity.

Section 8.3 Bankruptcy of the Limited Partner. The or bankruptcy of the Limited Partner shall not dissolve the Partnership.

Section 8.4 Additional General Partners; Transfer of General Partners's Interest. No additional General Partner shall be admitted to the Partnership without the prior written consent of the Limited Partners. A General Partner may transfer its interest in the Partnership, but any such transferee may not become a substitute General Partner without the written consent of the Limited Partners.

ARTICLE IX.

DISSOLUTION AND TERMINATION

Section 9.1 Events Causing Dissolution and Termination. The Partnership shall be dissolved: (i) upon the expiration of the term of the Partnership stated in this Partnership Agreement; (ii) upon the sale of all of the assets of the Partnership and the distribution of the net proceeds therefrom; (iii) in the event of the dissolution and liquidation, effective resignation or conversion of a General Partner if no General Partner remains and no substitute General

Partner is elected by the unanimous vote of the Limited Partners prior thereto; or (v) as may be provided by law. The Partnership shall be terminated when the winding up of Partnership affairs has been completed following dissolution.

Section 9.2 Winding Up Affairs on Dissolution. Upon dissolution of the Partnership, the General Partner, or the persons required or permitted by law to carry out the winding up of the affairs of the Partnership (the "Distributor"), shall promptly notify all Partners of such dissolution; shall wind up the affairs of the Partnership; shall prepare and file all instruments or documents required by law to be filed to reflect the dissolution of the Partnership; and, after paying or providing for the payment of all liabilities and obligations of the Partnership, shall distribute the assets of the Partnership as provided by law and the terms of this Partnership Agreement.

Section 9.3. Distributions on Dissolution.

After dissolution, distributions of cash to Partners on account of their interests as Partners shall be made in accordance with the provisions of Article V. Assets of the Partnership may be distributed in kind on the basis of the then fair market value thereof as determined by an independent appraiser selected by the distributor appointed by the General Partner, or the persons

carrying out the winding up of the affairs of the Partnership in accordance with Section 5.2. If assets are distributed in kind, they may be distributed to the Partners as tenants in common.

Section 9.4. Distributions in Accordance with Capital Accounts.

Notwithstanding any other provision of this Agreement, upon liquidation of the Partnership (or any Partner's interest in the Partnership) liquidating distributions shall be made, in all cases, in accordance with the Partners' positive capital account balances determined after all adjustments to the Partners' capital accounts for the taxable year. Such distribution shall be made within the time periods required by Treasury Regulation Section 1.704-1(b). In the event that upon liquidation of the Partnership, the General Partner has a deficit balance in its capital account, the General Partner shall contribute to the capital of the Partnership an amount of money equal to the lesser of (a) such deficit balance, or (b) the excess of 1.01 percent of the total capital contributions by the Limited Partners to the Partnership over the total amount of capital contributions made to the Partnership by the General Partner. Any amounts contributed by the General Partner shall be added to the amounts described above and shall be distributed in the manner provided in this Section 9.4.

ARTICLE X.

GENERAL

Section 10.1 Notices.

(a) All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing.

(b) All notices, demands, or requests to be sent to the General Partner pursuant hereto shall be deemed to have been properly given or served by delivery by a nationally recognized overnight delivery service or by depositing the same in the United States Mail, addressed to the General Partner, postpaid, and registered or certified with return receipt requested at the following address:

Community GP Corp.
c/o Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, TN 37027

(c) All notices, demands, and requests shall be effective upon being deposited in the United States Mail as aforesaid. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the next business day after the date sent by overnight delivery or, if sent by U.S. Mail, the date of receipt noted on the return receipt of the notice, demand, or request by the addressee thereof, or if each return receipt is refused, then five (5) days following the date of the United States Postal Service postmark noted thereon.

(d) By giving to the other parties at least ten (10) days' written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time

during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

(e) All payments to be made pursuant hereto to any Partner shall be made at the address set forth above for such Partner. All such payments shall be effective upon receipt.

(f) The Partners hereby agree to furnish the other Partner with such resolutions or notices designating any changes in the address used for purpose of sending notices pursuant to this Agreement, and designating such party or parties within each Partner as shall be delegated the authority to sign documents binding each Partner to the Agreement contained therein for purposes of convenience and avoiding delay in the operation of this Partnership.

Section 10.2 Governing Laws. This agreement and the obligations of the Partners hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Entire Agreement. This Agreement contains the entire agreement between the parties hereto relative to the formation of the Partnership.

Section 10.4 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 10.5 Binding Agreement. Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Partners and their respective heirs, executors, legal representatives, successors, and assigns. Whenever in this instrument a reference to any party or Partner is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, and assigns of such party or Partner.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

COMMUNITY GP CORP.,
a Delaware corporation

By: /s/ Y. Mark Bedford
Title: Vice Pres.

COMMUNITY LP CORP.,
a Delaware corporation

By: /s/ Y. Mark Bedford
Title: Vice Pres.

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

- First: The name of the limited liability company is CHHS Holdings, LLC
- Second: The address of its registered office in the State of Delaware is 9 East Loockerman Street, Suite 18 in the City of Dover.
The name of its Registered agent at such address is National Registered Agents, Inc.
- Third: (Use this paragraph only if the company is to have a specific effective date of dissolution.) “The latest date on which the limited liability company is to dissolve is _____.”
- Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of CHHS Holdings, LLC this 19th day of January 2005.

By: /s/ Robin Joi Keck
Authorized Person(s)
Name: Robin Joi Keck
Title: Organizer

Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:05 PM 01/19/2005
FILED 07:05 PM 01/19/2005
SRV 050046662 — 3914324 FILE

LIMITED LIABILITY COMPANY AGREEMENT
OF
CHHS HOLDINGS, LLC

January 19, 2005

LIMITED LIABILITY COMPANY AGREEMENT
OF
CHHS HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (“Agreement”) is made as of the 19th day of January, 2005, by and between (i) Pennsylvania Hospital Company, LLC, a Delaware limited liability company, and (ii) Hallmark Healthcare Corporation, a Delaware corporation. The foregoing parties are collectively referred to herein as “Members” and individually as a “Member.” For purposes of this Agreement, the term “Members” includes all persons then acting in such capacity in accordance with the terms of this Agreement.

1. FORMATION.

1.1 Formation. The Members do hereby form a limited liability company (the “Company”) pursuant to the provisions of the Delaware Limited Liability Company Act (“Act”).

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be CHHS Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such registered place of business or such other place that the Board shall deem appropriate. The Company shall designate an agent for service of process in Delaware in accordance with the provisions of the Act.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

- (a) To acquire, own, manage and operate certain healthcare facilities.
 - (b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Members from time to time.
 - (c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.
-

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contributions of Members. The interests of the Members shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. Each of the Members has been issued the number of Units listed on Exhibit A.

4.2 Additional Capital Contributions. In order to raise additional capital or for any other proper purpose, the Board is authorized (without the consent of the Members) to issue additional Units from time to time to Members or to other persons and to admit such persons as Members. The Board shall have sole and complete discretion in determining the consideration and terms and conditions with respect to any future issuance of Units. In addition, the Board is authorized to cause the issuance of any other type of security (including, without limitation, secured or unsecured debt securities and securities convertible into or otherwise granting a right to acquire any class of Units) from time to time to Members or other persons on terms and conditions established in the sole and complete discretion of the Board. In connection with future issuances of Units, the Board shall do all things necessary to comply with the Act and is authorized and directed to do all things it deems to be necessary or advisable in connection with any such future issuances, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any stock exchange on which the Units are listed for trading.

4.3 Loans from Interest Holders. If the Company has a temporary need for funds, the Company may borrow such funds from, among others, one or more of its Members or assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as "Interest Holders") on such terms and conditions as shall be agreed to by the Board and such Interest Holders.

4.4 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. Except as provided in Section 4.1, no Interest Holder shall be obligated to contribute funds or loan money to the Company.

4.5 No Interest on Capital Contributions. No Interest Holder shall be entitled to interest on any capital contributions made to the Company.

4.6 No Withdrawal of Capital. No Member shall be entitled to withdraw any part of the Member's capital contributions to the Company, except as provided in Section 15. No Member shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

4.7 Capital Account. There shall be established on the books of the Company a capital account (“Capital Account”) for each Interest Holder. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the initial capital contribution of the Interest Holder and thereafter shall be increased by (i) any cash or the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the contributed property is subject) and (ii) the amount of all net income (whether or not exempt from tax) and gain allocated to such Interest Holder hereunder, and decreased by (i) the amount of all net losses allocated to such Interest Holder hereunder (including expenditures described in section 705(a)(2)(B) of the Internal Revenue Code of 1986, as amended (“Code”), or treated as such an expenditure by reason of Treas. Reg. § 1.704-1(b)(2)(iv)(i) and (ii) the amount of cash, and the fair market value of property (net of any liabilities assumed by such Interest Holder or to which the distributed property is subject), distributed to such Interest Holder pursuant to Sections 9 and 15. If the Company has made an election under section 754 of the Code, Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-1(b)(2)(iv)(m). If an Interest Holder transfers all or any part of such Interest Holder’s Units in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Units transferred.

4.8 No Preemptive Rights. No Interest Holder shall have any preemptive, preferential or other right with respect to (i) additional contributions to the capital of the Company, (ii) issuance or sale of Units, whether unissued or treasury, (iii) issuance of any obligations, evidences of indebtedness or other securities of the Company convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase or subscribe to, any such unissued or treasury Units, (iv) issuance of any right of subscription to or right to receive, or any warrant or option for the purchase of, any of the foregoing securities or (v) issuance or sale of any other securities that may be issued or sold by the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company’s principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company’s business and affairs. Upon reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by such Member’s duly authorized representatives during normal business hours and may be copied at such Member’s expense.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year (“Fiscal Year”).

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such

funds in connection with the cash management system employed by Community Health System, Inc. on behalf of its affiliated hospitals and health care facilities.

7. ALLOCATION OF NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, the net income and net loss of the Company for each Fiscal Year, computed without regard to net gains resulting from the sale or other disposition of any hospital owned by the Company, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests. For purposes of this Agreement, the term “Percentage Interest” shall mean the percentage that the number of Units owned by an Interest Holder bears to the aggregate number of Units owned by all of the Interest Holders.

(b) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder’s Capital Account (excluding from such Interest Holder’s deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder’s Capital Account as quickly as possible. If there is an allocation to an Interest Holder pursuant to this Section 7.1(b), then future allocations of net income pursuant to Section 7.1 shall be adjusted so that those Interest Holders who were allocated less income, or a greater amount of loss, by reason of the allocation made pursuant to this Section 7.1(b), shall be allocated additional net income in an equal amount. It is the intention of the parties that the provisions of this Section 7.1(b) constitute a “qualified income offset” within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(d), and such provisions shall be so construed.

(c) If there is a net decrease in the Company’s Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year (and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder’s share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1.704-2(i)(5), as applicable) of the net decrease in the Company’s Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if any of the exceptions set forth in Treas. Reg. §§ 1.704-2(f) or 1.704-2(i)(4) apply. It is the intention of the parties that this provision constitute a “minimum gain chargeback” within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(d) Notwithstanding anything herein to the contrary, the Company’s partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(1).

(e) Notwithstanding the provisions of Section 7.1(a), no net losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a deficit balance in such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)). In such case, the net loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders to whom such loss can be allocated without violation of the provisions of this Section 7.1(e) in proportion to their respective Percentage Interests among themselves.

(f) Notwithstanding the provisions of Section 7.1(a), to the extent losses are allocated to the Interest Holders by virtue of Section 7.1(e), the net income of the Company thereafter recognized shall be allocated to such Interest Holders (in proportion to the losses previously allocated to them pursuant to Section 7.1(e)) until such time as the net income of the Company allocated to them pursuant to this Section 7.1(f) equals the net losses allocated to them pursuant to Section 7.1(e).

(g) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Board. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each taxable year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

7.2 Allocation of Excess Non recourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3)(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests.

7.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event of (i) the transfer of all or any part of an Interest Holder's Units (in accordance with the provisions of this Agreement), (ii) the admission of a new Member or (iii) disproportionate capital contributions, at any time other than at the end of a Fiscal Year, the transferring Interest Holder's, new Member's or Interest Holders' shares of the Company's income, gain, loss, deductions and credits allocable to such Units, as computed both for accounting purposes and for Federal income tax purposes, shall be allocated between the transferor Interest Holder and the transferee Interest Holder (or Interest Holders), the new Member and the other Interest Holders, or among the Interest Holders, as the case may be, in the same ratio as the number of days in such Fiscal Year before and after the date of such transfer, admission or disproportionate capital contributions; provided, however, that the Board shall have the option to treat the periods before and after the date of such transfer, admission or disproportionate capital contributions as separate Fiscal Years and allocate the Company's net income, gain, net loss, deductions and credits for each of such deemed separate Fiscal Years in accordance with the Interest Holders' respective interests in the Company for such deemed separate Fiscal Years. Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

8. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

8.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the net income or net loss of the Company allocated to them pursuant to Section 7.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of gain provided for in Section 7.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated in the manner provided in Treas. Reg. § 1.1245-1(e) (regardless of whether real property or personal property is involved).

8.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Board.

8.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

8.4 Tax Matters Partner.

(a) The tax matters partner ("TMP") for the Company shall be Pennsylvania Hospital Company, LLC so long as it is a Member. The TMP shall have such authority as is granted a TMP under the Code.

(b) The TMP shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service and in

connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel, as well as all other expenses incurred by the TMP in serving as the TMP, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the TMP against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be involved by reason of it being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be the scope of the TMP's authority and for a purpose which the TM') reasonably believed to be in the best interests of the Company or the Interest Holders. The TMP shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the TMP would otherwise be subject by reason of willful misconduct or gross negligence in its duties involved in acting as TMP.

9. DISTRIBUTIONS. The Board shall determine whether distributions shall be made to the Members or whether the cash of the Company shall be reinvested for Company purposes.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Gary D. Newsome, W. Larry Cash and Rachel A. Seifert. Directors shall be elected at the first annual members' meeting and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Members. A director shall be removed by the Members only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Members may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice-Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice-Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 11.11. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and Members'

meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Members and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Members. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Members' meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Members, which shall be furnished to the Secretary by the Members, sign with the President or a Vice-President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice-President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Members or the Company for any act or omission on behalf of

the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

12.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Members or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(d) Any repeal or modification of this Section 12.2 by the Members shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Interest Holders, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor any interest Holder shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Interest Holders shall not be obligated to present any particular noncompeting business opportunity of a character which, if presented to the Company, could be taken by the Company and each Interest Holder and their Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company and the Interest Holders. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived there from. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, no Member, solely by virtue of his or her status as a Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. No Interest Holder shall have any right to participate in the management or control of the Company's business.

14.2 Meetings. Meetings of the Members may be called by the Chairman, the chief executive officer or the Board, and shall be called by the chief executive officer at the demand of the holders of at least 20% of all votes entitled to be cast on any issue proposed to be considered at the proposed meeting, provided that such requisite number of Members sign, date and deliver to the Secretary of the Company one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a meeting shall be the date the first Member signs the demand.

14.3 Place of Members' Meeting. The Board may designate any place within or without the State of Delaware as the place for any meeting of the Members called by the Board. If no designation of place is properly made, the place of the meeting shall be at the principal office. If a meeting is called at the demand of the Members and the Members designate any place, either within or without the State of Delaware, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the principal office.

14.9 Action Without Meeting. Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

14.5 Notice of Meetings. Meetings of the Members may be held without notice of the date, time, place or purpose of the meeting.

14.6 Quorum and Voting. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Members shall be entitled to one vote for each Unit owned. Unless this Agreement provides otherwise, if a quorum exists, action on any matter shall be approved if the votes cast favoring the action exceed the votes cast opposing the action.

14.7 Record Date. The Board may fix a record date of the Members of not more than 70 days before the meeting or action requiring a determination of the Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote at, a Members' meeting shall be effective for any adjournment of the meeting unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Board in accordance with this Agreement, the record date for determining the Members entitled to notice of and to vote at an annual or special Members' meeting shall be the day before the first notice is delivered to the Members, and the record date for any consent action taken by the Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

19.8 Proxies. At all meetings of the Members, the Members may vote their Units in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Secretary, or other officer or agent authorized to tabulate votes. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Secretary or such other

officer or agent authorized to tabulate votes has received written notice thereof. All proxies shall be filed with the Secretary or the person authorized to tabulate votes before or at the time of the meeting.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Members to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Members' resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Board determines to create for unsecured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Interest Holders, in accordance with their respective Capital Accounts; provided, however, that if the Board has established any reserves in accordance with the provisions of Section 15.3(a), then the distributions pursuant to this Section 15.3(b) (including distributions of such reserve) shall be pro rata in accordance with the balances of the Interest Holders' Capital Accounts.

16. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

16.1 Assignment of an Interest Holder's Units. An Interest Holder may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Interest Holder's Units. If the Interest Holder was a Member, the transferee of the Units shall automatically become a substitute Member in the place of the Member.

16.2 Bankruptcy, Dissolution, Etc. of Interest Holders. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act, the successor-in-interest of such Member shall have all of the rights of a Member for the purposes of managing such Member's affairs and, if the Interest Holder was a Member, automatically become a substitute Member in place of the Member.

16.3 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice-President and by the Secretary or an Assistant Secretary, if such offices be created and filled, or signed by two officers designated by the Board to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Board may prescribe.

17. GENERAL. 17.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery, transmitted by confirmed telephonic facsimile (fax) or transmitted by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office; and

(2) If given to an Interest Holder, to the Interest Holder at the address set forth in the records of the Company.

(b) All notices, demands and requests shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service, upon transmission of a confirmed fax, or upon being deposited in the United States mail in the manner provided in Section 17.1. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service, the date on the confirmation of a fax, or the date on the return receipt, as applicable; provided, however, that if any party rejects delivery, then the time for a response shall commence to run two days following the mailing of the notice.

17.2 Amendment.

(a) Except as provided in Section 17.2(b), this Agreement may be modified or amended from time to time only upon the consent of the holders of a majority of the Units.

(b) In addition to any amendments authorized by Section 17.1(a), this Agreement may be amended from time to time by the Board without the consent of the Members to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

17.3 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or

describe the scope of this Agreement, or the intent of any pro-vision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

17.4 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information or trade secrets of the Company, including personnel information, secret processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (i) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (ii) any information which is disclosed upon the consent of the Board. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) Each Interest Holder agrees that the Company would be irreparably damaged by reason of any violation of the provisions of Section 17.4(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 17.4 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

17.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

17.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circum-stances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.7 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

17.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

17.9 Entire Agreement This Agreement contains the entire agreement with respect to the subject matter hereof.

17.10 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the date and year first written above.

PENNSYLVANIA HOSPITAL COMPANY, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Senior Vice President and General Counsel

HALLMARK HEALTHCARE CORPORATION

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Senior Vice President and General Counsel

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Pennsylvania Hospital Company, LLC 155 Franklin Road, Suite 400 Brentwood, Tennessee 37027	\$99.00	99
Hallmark Healthcare Corporation 155 Franklin Road, Suite 400 Brentwood, Tennessee 37027	\$ 1.00	1

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 03/04/1991
721063057 — 2057824

FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
COMMUNITY HEALTH SYSTEMS, INC.

(Adopted pursuant to sections 245 and 242 of Title 8,
Chapter 1 of the Delaware Code of 1953)

Community Health Systems, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of Title 8, Chapter 1 of the Delaware Code of 1953, does hereby amend and restate its certificate of incorporation, originally filed with the Secretary of State of the State of Delaware on March 25, 1985, as follows:

ARTICLE I
NAME

The name of the Corporation is
COMMUNITY HEALTH SYSTEMS, INC.

ARTICLE II
REGISTERED OFFICE

The registered office of the Corporation in the State of Delaware is located at 1209 Orange Street in the City of Wilmington, county of New Castle. The name of its registered agent at that address is The Corporation Trust Company.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV
STOCK

The total number of shares of stock which the corporation shall have authority to issue is 20,000,000 shares of which

- (a) 5,000,000 shares shall be Preferred Stock, issuable in series of the par value of \$.01 per share, and
- (b) 15,000,000 shares shall be Common Stock of the par value of \$.01 per share.

The designations, powers, preferences and rights and the qualifications, limitations or restrictions of the Preferred Stock and the Common Stock are as follows:

A. PREFERRED STOCK

The Preferred Stock may be issued from time to time in one or more series and with such designation for each such series as shall be stated and expressed in the resolution or resolutions providing for the issue of each such series adopted by the Board of Directors. The Board of Directors in any such resolution or resolutions is expressly authorized to state and express for each such series.

- (1) Voting rights, if any, including without limitation the authority to confer multiple votes per share, voting rights as to specified matters or issues such as mergers, consolidations or sales of assets, or voting rights to be exercised either together with holders of common stock as a single class, or independently as a separate class;
- (2) The rate per annum and the times at and conditions upon which the holders of stock of such series shall be entitled to receive dividends, and whether such dividends shall be cumulative or noncumulative and if cumulative the terms upon which such dividends shall be cumulative;
- (3) The price or prices and the time or times at and the manner in which the stock of such series shall be redeemable;
- (4) The rights to which the holders of the shares of stock of such series shall be entitled upon any voluntary or involuntary liquidation or winding up of the corporation;
- (5) The terms, if any, upon which the shares of stock of such series shall be convertible into, or exchangeable for, shares of stock of any other class or classes or of any other series of the same or any other class or classes, including the price or price or the rate or rates of conversion or exchange and the terms of adjustments if any; and
- (6) Any other designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof so far as they are not inconsistent with the provisions of the Certificate of Incorporation, as amended, and to the full extent now or hereafter permitted by the laws of Delaware.

All shares of the Preferred Stock of any one series shall be identical to each other in all respects, except that shares of any one series issued at different times may differ as to the dates from which dividends thereon, if cumulative, shall be cumulative.

B. COMMON STOCK

- (1) Whenever dividends upon the Preferred Stock at the time outstanding shall have been paid in full for all past dividend periods or declared and set apart for payment, such dividends as may be determined by the Board of Directors may be declared by the Board of Directors and paid from time to time to the holders of the Common Stock.

(2) In the event of any liquidation, dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, all assets remaining after the payment to the holders of the Preferred Stock at the time outstanding of the full amounts to which they shall be entitled, shall be divided and distributed among the holders of the Common Stock according to their respective shares.

(3) Each holder of the Common Stock shall have one vote in respect of each share of such stock held by him.

(4) Holders of the Common Stock shall not have the pre-emptive right to subscribe for any new or increased shares of any class of stock of the corporation.

ARTICLE V DURATION

The Corporation is to have perpetual existence.

ARTICLE VI BOARD OF DIRECTORS

SECTION 6.1 Powers. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

(a) To make, alter or repeal the Bylaws of the Corporation;

(b) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation;

(c) To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created;

(d) By a majority of the whole Board of Directors, to designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution or in the Bylaws of the Corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, the Bylaws may provide that in the absence or disqualification of any member of such committee or committees the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member; and

(e) Except as otherwise required by this Certificate of Incorporation, when and as authorized by the affirmative vote of the holders of a majority of the voting power of the stock issued and outstanding having voting power given at a stockholders' meeting duly

called upon such notice as is required by statute, or when authorized by the written consent of the holders of a majority of the voting power of the stock issued and outstanding, to sell, lease or exchange all or substantially all the property and assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property, including, without limitation, securities of any other corporation or corporations, as the Board of Directors shall deem expedient and for the best interests of the Corporation.

SECTION 6.2 Number. Election and Terms of Directors. The number of the directors of the Corporation shall be fixed from time to time by or pursuant to the Bylaws of the Corporation. The directors shall be classified, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as possible, as shall be provided in the manner specified in the Bylaws of the corporation, one class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 1992, another class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 1993, and another class to be originally elected for a term expiring at the annual meeting of stockholders to be held in 1994, with each class to hold office until its successor is elected and qualified. At each annual meeting of the stockholders of the Corporation, the successors of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election.

SECTION 6.3 Created Directorships and Vacancies. Newly created directorships resulting from any increase in the number of directors and any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other cause shall be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor shall have been elected and qualified. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

SECTION 6.4 Removal. Any director may be removed from office for cause by the affirmative vote of the holders of seventy-five percent of the combined voting power of the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class.

SECTION 6.5 Amendment or Repeal. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least seventy-five percent of the voting power of all shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend, adopt any provision inconsistent with or repeal Sections 6.2, 6.3, 6.4 or 6.5 this Article VI.

ARTICLE VII
STOCKHOLDERS MEETINGS; BOOKS AND
RECORDS; ELECTION OF DIRECTORS

SECTION 7.1 Location of Meetings; Books and Records; Use of Ballots in the Elections of Directors. Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to applicable law) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation. Elections of Directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

SECTION 7.2 Actions by Shareholders; Special Meetings; Amendment. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders. Special meetings of stockholders of the Corporation may be called only by the Board of Directors pursuant to a resolution approved by a majority of the entire Board of Directors. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least seventy-five percent of the voting power of all shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend, adopt any provision inconsistent with or repeal this Section 7.2.

ARTICLE VIII
INDEMNIFICATION

SECTION 8.1. Third Party Actions. The Corporation shall indemnify any person who was or is a party or is or was threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a director, officer, employee or agent (including without limitation members of advisory boards of hospitals and other facilities owned by the Corporation and physicians serving on medical staff committees of such hospitals) of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or not taken by such person while acting in any such capacity, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (whether with or without court approval) actually and reasonably incurred by such person in connection with such action, suit or proceeding if he acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 8.2. Actions By or In the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is or was threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent (including without limitation members of advisory boards of hospitals and other facilities owned by the Corporation and physicians serving on medical staff committees of such hospitals) of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or not taken by him while acting in any such capacity, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation. The termination of any such threatened or actual action or suit by a settlement or by an adverse judgment or order shall not of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Corporation. Nevertheless, there shall be no indemnification with respect to expenses incurred in connection with any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless, and only to the extent that, the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

SECTION 8.3. Absolute Right. To the extent that a director, officer, employee or agent of the Corporation, or a person serving in any other enterprises at the request of the Corporation, shall have been successful on the merits or otherwise in defending against any threatened or actual action, suit or proceeding referred to in Section 8.1 or any threatened or actual action or suit referred to in Section 8.2, or in defense of any claim, issue or matter therein, he shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 8.4 Determination of Conduct. Any indemnification under Section 8.1, or under Section 8.2 (unless ordered by a court), shall be made by the Corporation only as authorized in the specific cases upon a determination that indemnification is proper in the circumstances because the person claiming indemnification has met the applicable standard of conduct set forth in such sections. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (2) if such quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

SECTION 8.5. Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of a director, officer,

employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article VIII.

SECTION 8.6. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VIII.

SECTION 8.7. Definition. For purposes of this Article VIII, references to “the Corporation” shall include, in addition to the resulting Corporation, any constituent corporation (including nay constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or who was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VIII, with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued. In addition, “the Corporation” shall also include all subsidiary corporations owned by the Corporation.

SECTION 8.8. Indemnity Not Exclusive. The indemnification provided hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any other bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation or engaged in any other enterprise at the request of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE IX BUSINESS COMBINATIONS

SECTION 9.1. Business Combinations. The provisions of this Article IX shall apply to any of the following transactions (hereinafter referred to as “Business Combinations”):

- (1) any merger or consolidation of the Corporation with or into any other corporation, person, or other entity which is the beneficial owner, directly or indirectly, of ten percent or more of the outstanding Voting Securities (as hereinafter defined) of the Corporation;
- (2) any sale, lease, exchange, pledge, transfer, or other disposition (in one transaction or in a series of transactions) of all or substantially all of the assets of the Corporation to any other corporation, person or other entity which is the beneficial owner, directly or indirectly, of ten percent or more of the outstanding Voting Securities of the Corporation;

(3) any sale, lease, exchange, or other disposition (in one transaction or a series of related transactions) to the Corporation or any subsidiary of the Corporation of any assets in exchange for Voting Securities (or securities convertible into or exchangeable for Voting Securities) of the Corporation or any subsidiary of the Corporation by any other corporation, person, or entity which is the beneficial owner, directly or indirectly, of ten percent or more of the outstanding Voting Securities of the Corporation, if the effect of such transaction is to increase by more than ten percent the total number of Voting Securities held by such entity; or

(4) any reclassification of securities (including any reverse stock split), recapitalization, or other transaction of the Corporation which has the effect, directly or indirectly, of decreasing the number of holders of the Corporation's Voting Securities remaining after any other corporation, person, or entity has become the beneficial owner, directly or indirectly, of ten percent or more of the outstanding Voting Securities of the Corporation.

A corporation, person or other entity which is the beneficial owner, directly or indirectly, of ten percent or more of the Corporation's outstanding Voting Securities (taken together as a single class) is herein referred to as the "Acquiring Entity."

SECTION 9.2. Board Action. If the Board of Directors unanimously approves a Business Combination with seventy-five percent of the members of the entire Board of Directors voting in favor of such Business Combination, then regular rules governing said Business Combination shall apply, and the provisions of this Article IX hereinafter set forth shall be disregarded.

SECTION 9.3. Vote Required. Notwithstanding the provisions of Section 216 of the General Corporation Laws of the State of Delaware, and any other provisions of this Certificate of Incorporation or the Bylaws, the affirmative vote of seventy-five percent of the voting power of the issued and outstanding capital stock of the Corporation present, in person, or by proxy at such meeting, excluding all Voting Securities owned beneficially, directly or indirectly, by the Acquiring Entity, shall be required for approval of any such Business Combination.

SECTION 9.4. Voting Securities. The term "Voting Securities" shall mean the voting power represented by all outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, and each reference to a proportion of shares of Voting Securities shall refer to the voting power represented by shares having such proportion to the voting power of shares entitled to be cast.

SECTION 9.5. Beneficial Ownership. For the purposes of this Article IX, any corporation, person, or entity will be deemed to be the beneficial owner of any Voting Securities of the Corporation:

(1) which it owns directly, whether or not of record, Or

(2) which it has the right to acquire pursuant to any agreement or arrangement or understanding or upon exercise of conversion rights, exchange rights, warrants, or options or otherwise, or

(3) which are beneficially owned, directly or indirectly (including shares deemed to be owned through application of Section 9.5(2) above), by an “affiliate” or “associate” as those terms are defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934 as in effect on June 1, 1990, or

(4) which are beneficially owned, directly or indirectly (including shares deemed owned through application of -Section 9.5(2) above), by any other corporation, person, or entity with which it or any of its “affiliates” or “associates” (as those terms are defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934 as in effect on June 1, 1990) has any agreement or arrangement or understanding for the purpose of acquiring, holding, voting or disposing of Voting Securities of the Corporation.

For the purposes only of determining whether a corporation, person, or other entity owns beneficially, directly or indirectly, ten percent or more of the outstanding Voting Securities of the Corporation, the outstanding Voting Securities of the Corporation will be deemed to include any Voting Securities that may be issuable pursuant to any agreement, arrangement, or understanding or upon exercise of conversion rights, exchange rights, warrants, options, or otherwise which are deemed to be beneficially owned by such corporation, person, or other entity pursuant to the foregoing provisions of this Section 9.5.

SECTION 9.6. Exemptions. The provisions of this Article IX shall not apply to a Business Combination which (i) does not change any Voting Security holder’s percentage ownership of Voting Securities in any successor to the Corporation from the percentage of Voting Securities beneficially owned by such holder in the Corporation, (ii) provides for the provisions of this Article IX, without any amendment, change, alteration, or deletion, to apply to any successor to the Corporation, and (iii) does not transfer all or substantially all of the Corporation’s assets, other than to a wholly-owned subsidiary of the Corporation.

SECTION 9.7. Additional Voting Requirements. The affirmative vote required by this Article IX will be in addition to the vote of the holders of any class or series of stock of the Corporation otherwise required by law or this Certificate of Incorporation, or a resolution providing for the issuance of a class or series of stock which has been adopted by the Board of Directors, or any agreement between the Corporation and any national securities exchange.

SECTION 9.8. Amendment. No amendment, alteration, change, or repeal of any provision of this Article IX may be effected unless it is approved at a meeting of the Corporation’s stockholders called for that purpose. Notwithstanding any other provision of this Certificate of Incorporation, there shall be required to amend, alter, change or repeal, directly or indirectly, any provision of this Article IX the affirmative vote of seventy-five percent of the voting power of the issued and outstanding capital stock of the Corporation present, in person or by proxy, at such meeting, excluding all Voting Securities owned beneficially, directly or indirectly, by any Acquiring Entity.

ARTICLE X
AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute or, as applicable, by this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE XI
LIMITATION OF LIABILITY OF DIRECTORS

No member of the Board of Directors of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however, that this Article XI shall not eliminate or limit the liability of a director (a) for any act or omission occurring prior to the date this Article XI becomes effective pursuant to the Delaware General Corporation Law or (b) (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derives an improper personal benefit.

ARTICLE XII
AMENDMENT OF BYLAWS

The Board of Directors shall have power to adopt, amend and repeal the Bylaws of the Corporation. Any Bylaws adopted by the directors under the powers conferred hereby may be amended or repealed by the directors or by the stockholders. Notwithstanding the foregoing and anything contained in this Certificate of Incorporation to the contrary, provisions of the Bylaws of the Corporation regulating the number, qualification and election of directors; newly created directorships and vacancies, removal of directors and election of directors shall not be amended or repealed and no provision inconsistent with provisions regulating such matters in the then existing Bylaws shall be adopted without the affirmative vote of the holders of at least seventy-five percent of the voting power of all the shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, the affirmative vote of the holders of at least seventy-five percent of the voting power of all the shares of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend, adopt any provision inconsistent with or repeal this Article XII.

ARTICLE XIII
RECAPITALIZATION

Each holder of record of the \$.01 par value Class A Common Stock, \$.01 par value Class B Common Stock and \$.01 par value Preferred Stock of the Corporation issued and outstanding as of the close of business on the date this Fourth Amended and Restated Certificate of Incorporation is filed with the Office of the Secretary of State of Delaware shall be entitled to receive certificates representing one share of \$.01 par value common stock (the "Common Stock") for each outstanding share of Class A Common Stock, Class B Common Stock or Preferred Stock, held by such holder, as the case may be, with any fractional shares to be paid in cash.

We, the undersigned, President and Secretary of Community Health Systems, Inc., for the purpose of amending and restating the Certificate of Incorporation of said Community Health Systems, Inc., do make this certificate, hereby declaring and certifying that this Fourth Amended and Restated Certificate of Incorporation was adopted by written consent of a majority of the stockholders of Community Health Systems, Inc. in accordance with the provisions of Section 228 of the general Corporation Law of Delaware and written notice has been given to those stockholders of Community Health Systems, Inc. who have not consented in writing in accordance with said Section 228, and further that this instrument is our act and deed and that the facts herein stated are true. Accordingly, we have hereunto set our hands and seals this 1st day of March, 1991.

/s/ E. Thomas Chaney

E. Thomas Chaney, President

/s/ Linda K. Parsons

Secretary

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this date personally appeared E. Thomas Chaney and Linda Parsons, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 1st day of Mar, 1991.

/s/ Gloria Chavez

Notary Public, in and for the State of Texas

My Commission Expires 1-27-92

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 05/10/1994
944082284 — 2057824

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
COMMUNITY HEALTH SYSTEMS, INC.

Community Health Systems, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, whose Fourth Amended and Restated Certificate of Incorporation, filed with the Delaware Secretary of State on March 4, 1991, and whose original Certificate of Incorporation was filed with the Delaware Secretary of State on March 25, 1985,

DOES HEREBY CERTIFY:

1. The Fourth Amended and Restated Certificate of Incorporation of the Corporation is hereby amended by deleting the first two paragraphs of Article IV in their entirety and inserting in lieu thereof the following:

"The total number of shares of stock which the Corporation shall have authority to issue is 35,000,000 shares of which

(a) 5,000,000 shares shall be Preferred Stock, issuable in series of the par value of \$.01 per share, and

(b) 30,000,000 shares shall be Common Stock of the par value of \$.01 per share."

2. Such amendment was duly adopted in accordance with the provision of Sections 212 and 242 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, Community Health Systems, Inc. has caused this Certificate to be signed by its duly authorized officer this 9th day of May, 1994.

COMMUNITY HEALTH SYSTEMS, INC.

/s/ Tyree G. Wilburn

Tyree G. Wilburn, Senior Vice President

Attest:

/s/ Sara Martin-Michels

Sara Martin-Michels, Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/23/1954
944179306 — 2057824

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED
OFFICE AND REGISTERED AGENT
OF
COMMUNITY HEALTH SYSTEMS, INC.

The Board of Directors of:

COMMUNITY HEALTH SYSTEMS, INC.

a Corporation of the State of Delaware, on this 19th day of September, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is CORPORATION SERVICE COMPANY.

COMMUNITY HEALTH SYSTEMS, INC.

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this

Certificate to be signed by its duly authorized Assistant Secretary this 19th day of September A.D. 1994.

/s/ Sara Martin Michels

Authorized Officer

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
COMMUNITY HEALTH SYSTEMS, INC.

Community Health Systems, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, whose Fourth Amended and Restated Certificate of Incorporation, filed with the Delaware Secretary of State on March 4, 1991, and whose original Certificate of Incorporation was filed with the Delaware Secretary of State on March 25, 1985,

DOES HEREBY CERTIFY:

1. The Fourth Amended and Restated Certificate of Incorporation of the Corporation is hereby amended by deleting the first paragraph of Article IV in its entirety and inserting in lieu thereof the following:

"The total number of shares of stock which the Corporation shall have authority to issue is 50,000,000 shares of which

(a) 5,000,000 shares shall be Preferred Stock, issuable in series of the par value of \$.01 per share, and

(b) 45,000,000 shares shall be Common Stock of the par value of \$.01 per share."

2. Such amendment was duly adopted in accordance with the provision of Sections 212 and 242 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, Community Health Systems, Inc. has caused this Certificate to be signed by its duly authorized officer this 4th day of May, 1995.

COMMUNITY HEALTH SYSTEMS, INC.

/s/ Tyree G. Wilburn

Tyree G. Wilburn, Senior Vice President

Attest:

/s/ Sara Martin-Michels

Sara Martin-Michels, Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 05/05/1995
950099963 — 2057824

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 09/07/1995
950203109 — 2057824

CERTIFICATE OF DESIGNATIONS
of
COMMUNITY HEALTH SYSTEMS, INC.

(Pursuant to Section 151 of the
Delaware General Corporation Law)

Community Health Systems, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (hereinafter called the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation as required by Section 151 of the General Corporation Law at a meeting duly called and held on September 7, 1995:

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors of the corporation in accordance with the provisions of the Certificate of Incorporation, as amended and restated, the Board of Directors hereby creates a series of Preferred Stock, par value \$.01 per share (the "Preferred Stock"), of the Corporation and hereby states the designation and number of shares, and fixes the relative rights, preferences and limitations thereof as follows:

Series A Junior Participating Preferred Stock;

Section 1. Designation of Amount. The shares of such series shall be designated as "Series A Junior Participating Preferred Stock" (the "Series A Preferred stock") and the number of shares constituting the Series A Preferred Stock shall be 830,000. Such number of shares may be increased or decreased by resolution of the Board of Directors; provided, that no decrease shall reduce the number of shares of Series A Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants, or upon the conversion of any outstanding securities issued by the Corporation convertible into Series A Preferred Stock.

Section 2. Dividends and Distributions.

(A) Subject to the rights of the holders of any shares of any series of Preferred Stock (or any similar stock) ranking prior and superior to the Series A Preferred Stock with respect to dividends, the holders of shares of Series A Preferred Stock, in preference to the holders of Common Stock of the Corporation (the "Common Stock"), and of any other junior stock, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the last day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on

the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) \$1 or (b) subject to the provision for adjustment hereinafter set forth, 1,000 times the aggregate per share amount of all cash dividends and 1,000 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Series A Preferred Stock. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series A Preferred Stock as provided in paragraph (A) of this Section 2 immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided, that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of \$1 per share on the Series A Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series A Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of series A Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights. The holders of shares of Series A Preferred Stock shall have the following voting rights:

(A) Subject to the provision for adjustment hereinafter set forth, each share of Series A Preferred Stock shall entitle the holder thereof to 1,000 votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of voting Common stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of voting Common Stock, then in each such case the number of votes per share to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of voting Common Stock outstanding immediately after such event and the denominator of which is the number of shares of voting common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein, in any other Certificate of Designations creating a series of Preferred Stock or any similar stock, or by law, the holders of shares of Series A Preferred Stock and the holders of shares of voting Common Stock and any other capital stock of the Corporation having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) Except as set forth herein, or as otherwise provided by law, holders of Series A Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of voting Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(A) Whenever quarterly dividends or other dividends or distributions payable on the Series A Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock;

(ii) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except dividends paid ratably on the Series A Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series

A Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Preferred Stock; or (iv) redeem or purchase or otherwise acquire for consideration any shares of Series A Preferred Stock, or any shares of stock ranking on a parity with the Series A Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock subject to the conditions and restrictions on issuance set forth herein, in the Certificate of Incorporation, or in any other Certificate of Designations creating a series of Preferred Stock or any similar stock or as otherwise required by law.

Section 6. Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of the Corporation, no distribution shall be made (1) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock unless, prior thereto, the holders of shares of Series A Preferred Stock shall have received \$1,000 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, provided that the holders of shares of Series A Preferred Stock shall be entitled to receive an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to 1,000 times the aggregate amount to be distributed per share to holders of shares of Common Stock, or (2) to the holders of shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, except distributions made ratably on the Series A Preferred Stock and all such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under the proviso in clause (1) of the preceding sentence shall be adjusted by

multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section. 7 Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case each share of Series A Preferred Stock shall at the same time be similarly exchanged or changed into an amount per share, subject to the provision for adjustment hereinafter set forth, equal to 1,000 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series A Preferred Stock shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. No Redemption. The shares of Series A Preferred Stock shall not be redeemable.

Section 9. Rank. The Series A Preferred Stock shall rank, with respect to the payment of dividends and the distribution of assets, junior to all series of any other class of the Corporation's Preferred Stock.

Section 10. Amendment. The Certificate of Incorporation of the Corporation shall not be amended in any manner which would materially alter or change the powers, preferences or special rights of the Series A Preferred stock so as to affect them adversely without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Series A Preferred Stock, voting together as single class.

Section 11. Fractional Shares. Series A Preferred Stock may be issued in fractions of a share, which shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions and have the benefit of all other rights of holders of series A Preferred Stock.

IN WITNESS WHEREOF, this Certificate of Designations is executed on behalf of the Corporation by its President and attested by its Secretary this 7th day of September, 1995.

/s/ E. Thomas Chaney

E. Thomas Chaney
President

Attest:

/s/ Linda Parsons

Linda Parsons
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 07/22/1996
960213255 — 2057824

Certificate Of Ownership And Merger
Merging
FLCH Acquisition Corp.
Into
Community Health Systems, Inc,

Pursuant to Section 253 of the
General Corporation Law of the State of Delaware

FLCH Acquisition Corp., a Delaware corporation ("FLCH"), hereby certifies as follows:

First: Community Health Systems, Inc. ("Community") and FLCH were incorporated pursuant to the General Corporation Law of the State of Delaware on March 25, 1985 and June 6, 1996, respectively.

Second: FLCH owns at least 90% of the outstanding shares of the Common Stock, par value \$.01 per share, of Community.

Third: On July 22, 1996, the sole director of FLCH adopted, by written consent, the resolutions attached hereto as Exhibit A which are incorporated herein by reference.

Fourth: The Merger contemplated herein was approved by the holders of all of the outstanding stock of FLCH entitled to vote thereon by written consent dated July 22, 1996, pursuant to Section 228 of the Delaware General Corporation Law.

Fifth: The Amended and Restated Certificate of Incorporation of Community, as amended and restated hereby, shall constitute the Restated Certificate of Incorporation of Community which shall be the surviving corporation in the Merger ("Surviving Corporation"), and, as so amended, shall read in its entirety as set forth in Appendix I to Exhibit A hereto.

Sixth: This Certificate of Ownership and Merger shall be effective upon its filing date.

Seventh: FLCH has caused this Certificate to be signed by Winston E. Hutchins, its Executive Vice President, this 22 day of July, 1996.

FLCH ACQUISITION CORP.

By: /s/ Winston E. Hutchins

Winston E. Hutchins
Executive Vice President

EXHIBIT A

WRITTEN CONSENT OF
THE SOLE DIRECTOR
OF FLCH ACQUISITION CORP.

WHEREAS, FLCH Acquisition Corp. (“FLCH”) is the record and beneficial owner of at least ninety percent of the outstanding shares of common stock, par value \$.01 per share (the “Community Common Stock”), of Community Health Systems, Inc., a Delaware corporation (“Community”); and

WHEREAS, said Community Common Stock is the only issued and outstanding class of capital stock of Community; and

WHEREAS, FLCH desires to merge itself into Community pursuant to the provisions of Section 253 of the General Corporation Law of the State of Delaware;

NOW, THEREFORE, BE IT RESOLVED, that effective upon the filing of an appropriate Certificate of Ownership and Merger, embodying these resolutions, with the Secretary of State of the State of Delaware (the “Certificate of Merger”), FLCH shall merge itself into Community (the “Merger”), and Community shall be the surviving corporation in the Merger (the “Surviving Corporation”) and shall assume all the obligations of FLCH (the date and time of such filing being hereinafter referred to as the “Effective Time”); and

RESOLVED, that the terms and conditions of the Merger are as follows:

- (1) At the Effective Time, the Amended and Restated Certificate of Incorporation of Community shall be amended to read in its entirety as set forth in Appendix I hereto, and, as so amended, shall constitute the Restated Certificate of Incorporation of the Surviving Corporation;
- (2) At the Effective Time, the By-Laws of FLCH shall constitute the By-Laws of the Surviving Corporation;
- (3) At the Effective Time, the sole director of FLCH shall be the sole director of the Surviving Corporation, until her successors are duly elected or appointed and qualified in the manner provided by the Restated Certificate of Incorporation and By-Laws of the Surviving Corporation, or as otherwise provided by law;
- (4) At the Effective Time, the officers of Community shall be the officers of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Restated Certificate of Incorporation and By-Laws of the Surviving Corporation, or as otherwise provided by law;
- (5) At the Effective Time, by virtue of the Merger, without any action on the part of the holder thereof, each share of Community Common Stock that is issued and outstanding immediately prior to the Effective Time (other than Dissenters’ Shares, as

defined below, and except as provided in clause (7) below) shall be converted into the right to receive \$52.00 in cash, without interest (the “Merger Consideration”);

(6) At the Effective Time, each of the outstanding shares of Community Common Stock held by stockholders who shall have properly exercised and perfected appraisal rights with respect thereto under Section 262 of the Delaware General Corporation Law (“Dissenters’ Shares”) shall not be converted as set forth in paragraph (5) above pursuant to the Merger, but shall instead be entitled to receive payment of the appraised value of such shares in accordance with the provisions of such Section 262, except that any Dissenters’ Shares held by a stockholder who shall thereafter withdraw his or her demand for appraisal of such shares or lose his or her right to such payment shall be converted, as of the Effective Time, as set forth in paragraph (5) above;

(7) At the Effective Time, each of the shares of Community Common Stock held by Community as treasury shares or owned by FLCH or its parent prior to the Effective Time shall be canceled;

(8) At the Effective Time, each share of the common stock, par value \$0.01 per share, of FLCH that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into a validly issued, fully paid and non-assessable share of common stock, par value \$0.01 per share, of the Surviving Corporation;

(9) At and after the Effective Time, the stock transfer books of Community shall be closed and no transfer of shares shall thereafter be made; and the holders of certificates for shares of Community Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to their shares of Community Common Stock, except the right to receive the Merger Consideration upon surrender of the certificates representing such shares and except such rights as to Dissenters’ Shares as are described in clause (6) above;

(10) At the Effective Time, the Surviving Corporation shall possess all of the assets and property of every description, and all of the rights, privileges, powers, franchises and authority, of each of FLCH and Community and the obligations belonging to or due either of them shall be vested in the Surviving Corporation without further act or deed;

RESOLVED, that the officers of FLCH be, and each of them hereby is, directed and authorized to make, execute and deliver, in the name and on behalf of FLCH, a Certificate of Ownership and Merger setting forth a copy of these resolutions providing for the merger of FLCH into Community, and the date of adoption hereof, and to cause the same to be filed with the Secretary of State of the State of Delaware and a certified copy thereof recorded in the office of the Recorder of Deeds in the County of New Castle in the State of Delaware; and

RESOLVED, that, at or after the Effective Time, Chase Mellon Shareholder Services L.L.C. (or such other person as is determined by the officers of the Surviving Corporation) shall be appointed as Paying Agent with respect to the shares of Community Common Stock surrendered pursuant to the Merger; and

RESOLVED, that the officers of FLCH be, and each of them is, authorized to take or cause to be taken all such further actions and to execute and deliver all such further agreements, documents, certificates and undertakings in the names and on behalf of FLCH and to incur all fees and expenses as in his judgment shall be necessary, appropriate or advisable to carry into effect the purpose and intent of any and all of the foregoing resolutions; and

RESOLVED, that a copy of this Written Consent be filed in the Minute Book of FLCH.

Appendix I

RESTATED
CERTIFICATE OF INCORPORATION
OF
COMMUNITY HEALTH SYSTEMS, INC.

FIRST: The name of the Corporation is Community Health Systems, Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares which the Corporation shall have authority to issue is 100,000 shares of Common Stock par value \$.01 per share.

FIFTH: The Board of Directors is expressly authorized to adopt, amend, or repeal the by-laws of the Corporation.

SIXTH: Elections of directors need not be by written ballot unless the by-laws of the Corporation shall otherwise provide.

SEVENTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director; provided, however that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of Delaware is hereafter amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of Delaware as so amended. Any repeal or modification of this Article SEVENTH by the stockholders of the Corporation or otherwise shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

EIGHTH: The Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED
OFFICE AND REGISTERED AGENT
OF
COMMUNITY HEALTH SYSTEMS, INC.

The Board of Directors of Community Health Systems, Inc., a Delaware corporation (the "Corporation"), on the 2nd day of June, AD, 1990, did thereby resolve and order that the location of the Registered Office of the Corporation within the State of Delaware be, and the same hereby is: 1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is: CORPORATION SERVICE COMPANY.

The Corporation, does hereby certify that the foregoing is a true copy of a resolution adopted by its Board of Directors by written consent dated June 2, 1998.

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by its President and Secretary this 17th day of June, 1998.

By: Wayne T. Smith
Wayne T. Smith, President and CEO

Attested By: /s/ Rachel A. Seifert

Rachel A. Seifert, Vice President,
General Counsel and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/19/1998
981237227— 2057824

UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
COMMUNITY HEALTH SYSTEMS, INC.

Pursuant to Section 141(f) of the
General Corporation Law of the State of Delaware

The undersigned, being all of the members of the Board of Directors of Community Health Systems, Inc., a Delaware corporation (the "Corporation"), hereby consent, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, to the adoption of the following resolutions:

Change of Registered Agent

RESOLVED, that the location of the Registered Office of the Corporation within the State of Delaware be, and the same hereby is: 1013 Centre Road, in the City of Wilmington, County of New Castle, Delaware, 19805.

RESOLVED, that the name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is Corporation Service Company.

RESOLVED, that the officers of the Corporation are hereby authorized to take any actions necessary to notify the Delaware Secretary of State of the change in registered agent and registered address in the State of Delaware.

RESOLVED, that a copy of this written consent be filed with the minutes of the proceedings of the Board of Directors of the Corporation.

Dated: June 2, 1998.

/s/ Sandra J. Horbach

Sandra J. Horbach

/s/ Wayne T. Smith

Wayne T. Smith

/s/ Thomas H. Lister

Thomas H. Lister

/s/ W. Larry Cash

W. Larry Cash

CERTIFICATE OF AMENDMENT OF
THE RESTATED CERTIFICATE OF INCORPORATION
OF
COMMUNITY HEALTH SYSTEMS, INC.
(to be renamed "CHS/Community Health Systems, Inc.")

(Pursuant to Section 242 of the
General Corporation Law of the State of Delaware)

The undersigned, Rachel Seifert, certifies that she is the Vice President and Secretary of Community Health Systems Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and does hereby further certify as follows:

(1) This Certificate of Amendment to the Restated Certificate of Incorporation, which amends the certificate of incorporation of the Corporation by changing the name of the Corporation, was duly adopted in accordance with Sections 228 and 242 of the General Corporation Law of the State of Delaware.

(2) The FIRST paragraph of the Restated Certificate of Incorporation of the Corporation is hereby amended to read in its entirety as follows:

"FIRST: The name of the Corporation is CHS/Community Health Systems, Inc. (the "Corporation")."

IN WITNESS WHEREOF, Community Health Systems, Inc. has caused this Certificate of Amendment of the Restated Certificate of Incorporation to be signed by Rachel Seifert, its Vice President and Secretary on this 25 day of February, 2000.

COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ Rachel Seifert

Name: Rachel Seifert

Title: Vice President and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 02/24/2000
001092675 — 2057824

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is: CHS/Community Health Systems, Inc.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on. 10-31-03

/s/ Sherry Connelly

Sherry Connelly
Asst Secretary

State of Delaware
Secretary of State
Division of Corporations

Delivered 10:46 AM 11/12/2003

FILED 09:47 AM 11/12/2003

SRV 030724054 — 2057824 FILE

COMMUNITY HEALTH SYSTEMS, INC.
(Now known as CHS/Community Health Systems, Inc.)
UNANIMOUS WRITTEN CONSENT OF

THE BOARD OF DIRECTORS

Pursuant to Section 141(f) of the
General Corporation Law of the State of Delaware

The undersigned, being all of the members of the Board of Directors of Community Health Systems, Inc., a Delaware corporation (the "Company"), hereby consent, pursuant to Section 141(f) of the Delaware General Corporation Law, to the adoption of the following resolutions:

Amendment of By-Laws

RESOLVED, that, pursuant to Article VIII of the Restated Certificate of Incorporation of the Company on file with the Delaware Secretary of State and Article VII of the By-Laws of the Company, dated as of July 22, 1996, Article IV, Section 5 of the By-Laws of the Company be, and hereby is, amended and restated as follows:

"SECTION 5. The President. The President shall, in the absence of the Chairman of the Board or if the Chairman of the Board shall not have been elected, preside at each meeting of the Board of Directors or the stockholders. He shall perform all duties incident to the office of President and such other duties as may from time to time be assigned to him by the Board of Directors or the Chief Executive Officer, if one shall have been elected."

RESOLVED, that the Secretary of the Company be, and she hereby is, directed to place a copy of the amended Article IV, Section 5 of the By-Laws of the Company with the corporate records of the Company.

Chief Executive Officer

RESOLVED, that E. Thomas Chaney be, and he hereby is, elected to the office of Chief Executive Officer of the Company, to hold office until his successor shall have been duly elected and qualified.

RESOLVED, that a copy of this written consent be filed with the minutes of the proceedings of the Board of Directors of the Company.

Dated: January 13, 1997,

/s/ E. Thomas Chaney

E. Thomas Chaney

/s/ Sandra J. Horbach

Sandra J. Horbach

/s/ Thomas H. Lister

Thomas H. Lister

/s/ Richard E. Ragsdale

Richard E. Ragsdale

BY-LAWS OF
COMMUNITY HEALTH SYSTEMS, INC.

(Now known as CHS/Community Health Systems, Inc.)

(A Delaware Corporation)

ARTICLE I

Offices

SECTION 1. Registered Office. The registered office of the Corporation within the State of Delaware shall be in the City of Wilmington, County of New Castle.

SECTION 2. Other Offices. The Corporation may also have an office or offices other than said registered office at such place or places, either within or without the State of Delaware, as the Board of Directors shall from time to time determine or the business of the Corporation may require.

ARTICLE II

Meetings of Stockholders

SECTION 1. Place of Meetings. All meetings of the stockholders for the election of directors or for any other purpose shall be held at any such place, either within or without the State of Delaware, as shall be designated from time to time by the Board of Directors and stated in the notice of meeting or in a duly executed waiver thereof.

SECTION 2. Annual Meeting. The annual meeting of stockholders shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of meeting or in a duly executed waiver thereof. At such annual meeting, the stockholders shall elect, by a plurality vote, a Board of Directors and transact such other business as may properly be brought before the meeting.

SECTION 3. Special Meetings. Special meetings of stockholders, unless otherwise prescribed by statute, may be called at any time by the Board of Directors or the Chairman of the Board, if one shall have been elected, or the President.

SECTION 4. Notice of Meetings. Except as otherwise expressly required by statute, written notice of each annual and special meeting of stockholders stating the date, place and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each stockholder of record entitled to vote thereat not less than ten nor more than sixty days before the date of the meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. Notice shall be given personally or by mail and, if by mail, shall be sent in a postage prepaid envelope, addressed to the stockholder at his address as it appears on the records of the Corporation. Notice by mail shall be deemed given at the time when the same shall be deposited in the United States mail, postage prepaid. Notice of any meeting

shall not be required to be given to any person who attends such meeting, except when such person attends the meeting in person or by proxy for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, or who, either before or after the meeting, shall submit a signed written waiver of notice, in person or by proxy. Neither the business to be transacted at, nor the purpose of, an annual or special meeting of stockholders need be specified in any written waiver of notice.

SECTION 5. List of Stockholders. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, showing the address of and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city, town or village where the meeting is to be held, which place shall be specified in the notice of meeting, or, if not specified, at the place where the meeting is to be held. The list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 6. Quorum, Adjournments. The holders of a majority of the voting power of the issued and outstanding stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders, except as otherwise provided by statute or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented by proxy at any meeting of stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or, if after adjournment a new record date is set, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 7. Organization. At each meeting of stockholders, the Chairman of the Board, if one shall have been elected, or, in his absence or if one shall not have been elected, the President shall act as chairman of the meeting. The Secretary or, in his absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting shall act as secretary of the meeting and keep the minutes thereof.

SECTION 8. Order of Business. The order of business at all meetings of the stockholders shall be as determined by the chairman of the meeting.

SECTION 9. Voting. Except as otherwise provided by statute or the Certificate of Incorporation, each stockholder of the Corporation shall be entitled at each meeting of stockholders to one vote for each share of capital stock of the Corporation standing in his name on the record of stockholders of the Corporation:

(a) on the date fixed pursuant to the provisions of Section 7 of Article V of these By-Laws as the record date for the determination of the stockholders who shall be entitled to notice of and to vote at such meeting; or

(b) if no such record date shall have been so fixed, then at the close of business on the day next preceding the day on which notice thereof shall be given, or, if notice is waived, at the close of business on the date next preceding the day on which the meeting is held.

Each stockholder entitled to vote at any meeting of stockholders may authorize another person or persons to act for him by a proxy signed by such stockholder or his attorney-in-fact, but no proxy shall be voted after three years from its date, unless the proxy provides for a longer period. Any such proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for so delivering such proxies. When a quorum is present at any meeting, the vote of the holders of a majority of the voting power of the issued and outstanding stock of the Corporation entitled to vote thereon, present in person or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute or of the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Unless required by statute, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by his proxy, if there by such proxy, and shall state the number of shares voted.

SECTION 10. Inspectors. The Board of Directors may, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act, the chairman of the meeting shall, or if inspectors shall not have been appointed, the chairman of the meeting may, appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares of capital stock of the Corporation outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be stockholders.

SECTION 11. Action by Consent. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, by any provision of statute or of the Certificate of Incorporation or of these By-Laws, the meeting and vote of stockholders may be dispensed with, and the action taken without such meeting and vote, if a consent in writing, setting forth the action so taken, shall be

signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of stock of the Corporation entitled to vote thereon were present and voted.

ARTICLE III

Board of Directors

SECTION 1. General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of incorporation directed or required to be exercised or done by the stockholders:

SECTION 2. Number, Qualifications, Election and Term of Office. The number of directors constituting the initial Board of Directors shall be one. Thereafter, the number of directors may be fixed, from time to time, by the affirmative vote of a majority of the entire Board of Directors or by action of the stockholders of the Corporation. Any decrease in the number of directors shall be effective at the time of the next succeeding annual meeting of stockholders unless there shall be vacancies in the Board of Directors, in which case such decrease may become effective at any time prior to the next succeeding annual meeting to the extent of the number of such vacancies. Directors need not be stockholders. Except as otherwise provided by statute or these By-Laws, the directors (other than members of the initial Board of Directors) shall be elected at the annual meeting of stockholders. Each director shall hold office until his successor shall have been elected and qualified, or until his death, or until he shall have resigned, or have been removed, as hereinafter provided in these By-Laws.

SECTION 3. Place of Meetings. Meetings of the Board of Directors shall be held at such place or places, within or without the State of Delaware, as the Board of Directors may from time to time determine or as shall be specified in the notice of any such meeting.

SECTION 4. Annual Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such other time or place (within or without the State of Delaware) as shall be specified in a notice thereof given as hereinafter provided in Section 7 of this Article III.

SECTION 5. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors may fix. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board of Directors need not be given except as otherwise required by statute or these By-Laws.

SECTION 6. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, if one shall have been elected, or by two or more directors of the Corporation or by the President.

SECTION 7. Notice of Meetings. Notice of each special meeting of the Board of Directors (and of each regular meeting for which notice shall be required) shall be given by the Secretary as hereinafter provided in this Section 7, in which notice shall be stated the time and place of the meeting. Except as otherwise required by these By-Laws, such notice need not state the purposes of such meeting. Notice of each such meeting shall be mailed, postage prepaid, to each director, addressed to him at his residence or usual place of business, by first class mail, at least two days before the day on which such meeting is to be held, or shall be sent addressed to him at such place by telegraph, cable, telex, telecopier or other similar means, or be delivered to him personally or be given to him by telephone or other similar means, at least twenty-four hours before the time at which such meeting is to be held. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting, except when he shall attend for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 8. Quorum and Manner of Acting. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and, except as otherwise expressly required by statute or the Certificate of Incorporation or these By-Laws, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of the time and place of any such adjourned meeting shall be given to all of the directors unless such time and place were announced at the meeting at which the adjournment was taken, in which case such notice shall only be given to the directors who were not present thereat. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The directors shall act only as a Board and the individual directors shall have no power as such.

SECTION 9. Organization. At each meeting of the Board of Directors, the Chairman of the Board, if one shall have been elected, or, in the absence of the Chairman of the Board or if one shall not have been elected, the President (or, in his absence, another director chosen by a majority of the directors present) shall act as chairman of the meeting and preside thereat. The Secretary or, in his absence, any person appointed by the chairman shall act as secretary of the meeting and keep the minutes thereof.

SECTION 10. Resignations. Any director of the Corporation may resign at any time by giving written notice of his resignation to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 11. Vacancies. Any vacancy in the Board of Directors, whether arising from death, resignation, removal (with or without cause), an increase in the number of directors or any other cause, may be filled by the vote of a majority of the directors then in office, though less than a quorum, or by the sole remaining director or by the stockholders at the next annual meeting thereof or at a special meeting thereof. Each director so elected shall hold office until his successor shall have been elected and qualified.

SECTION 12. Removal of Directors. Any director may be removed, either with or without cause, at any time, by the holders of a majority of the voting power of the issued and outstanding capital stock of the Corporation entitled to vote at an election of directors.

SECTION 13. Compensation. The Board of Directors shall have authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

SECTION 14. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, including an executive committee, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In addition, in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Except to the extent restricted by statute or the Certificate of Incorporation, each such committee, to the extent provided in the resolution creating it, shall have and may exercise all the powers and authority of the Board of Directors and may authorize the seal of the Corporation to be affixed to all papers which require it. Each such committee shall serve at the pleasure of the Board of Directors and have such name as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors.

SECTION 15. Action by Consent. Unless restricted by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors or such committee, as the case may be.

SECTION 16. Telephonic Meeting. Unless restricted by the Certificate of incorporation, any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting.

ARTICLE IV

Officers

SECTION 1. Number and Qualifications. The officers of the Corporation shall be elected by the Board of Directors and shall include the President, one or more Vice-Presidents, the Secretary and the Treasurer. If the Board of Directors wishes, it may also elect as an officer of the Corporation a Chairman of the Board and may elect other officers (including one or more Assistant Treasurers and one or more Assistant Secretaries) as may be necessary or desirable for the business of the Corporation. Any two or more offices may be held by the same person, and no officer except the Chairman of the Board need be a director. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned or have been removed, as hereinafter provided in these By-Laws.

SECTION 2. Resignations. Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon receipt. Unless otherwise specified therein, the acceptance of any such resignation shall not be necessary to make it effective.

SECTION 3. Removal. Any officer of the Corporation may be removed, either with or without cause, at any time, by the Board of Directors at any meeting thereof.

SECTION 4. Chairman of Board. The Chairman of the Board, if one shall have been elected, shall be a member of the Board, an officer of the Corporation and, if present, shall preside at each meeting of the Board of Directors or the stockholders. He shall advise and counsel with the President, and in his absence with other executives of the Corporation, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

SECTION 5. The President. The President shall be the chief executive officer of the Corporation. He shall, in the absence of the Chairman of the Board or if a Chairman of the Board shall not have been elected, preside at each meeting of the Board of Directors or the stockholders. He shall perform all duties incident to the office of President and chief executive officer and such other duties as may from time to time be assigned to him by the Board of Directors.

SECTION 6. Vice-President. Each Vice-President shall perform all such duties as from time to time may be assigned to him by the Board of Directors or the President. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice-President, or if there shall be more than one, the Vice-Presidents in the order determined by the Board of Directors (or if there be no such determination, then the Vice-Presidents in the order of their election), shall perform the duties of the President, and, when so acting, shall have the powers of and be subject to the restrictions placed upon the President in respect of the performance of such duties.

SECTION 7. Treasurer. The Treasurer shall

- (a) have charge and custody of, and be responsible for, all the funds and securities of the Corporation;
- (b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation;
- (c) deposit all moneys and other valuables to the credit of the Corporation in such depositories as may be designated by the Board of Directors or pursuant to its direction;
- (d) receive, and give receipts for, moneys due and payable to the Corporation from any source whatsoever;
- (e) disburse the funds of the Corporation and supervise the investments of its funds, taking proper vouchers therefore;
- (f) render to the Board of Directors, whenever the Board of Directors may require, an account of the financial condition of the Corporation; and
- (g) in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 8. Secretary. The Secretary shall

- (a) keep or cause to be kept in one or more books provided for the purpose, the minutes of all meetings of the Board of Directors, the committees of the Board of Directors and the stockholders;
- (b) see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law;
- (c) be custodian of the records and the seal of the Corporation and affix and attest the seal to all certificates for shares of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal;
- (d) see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and
- (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 9. The Assistant Treasurer. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as from time to time may be assigned by the Board of Directors.

SECTION 10. The Assistant Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties as from time to time may be assigned by the Board of Directors.

SECTION 11. Officers' Bonds or Other Security. If required by the Board of Directors, any officer of the Corporation shall give a bond or other security for the faithful performance of his duties, in such amount and with such surety as the Board of Directors may require.

SECTION 12. Compensation. The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board of Directors. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE V

Stock Certificates and Their Transfer

SECTION 1. Stock Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the Chairman of the Board or the President or a Vice-President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restriction of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the General Corporation Law of the State of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

SECTION 2. Facsimile Signatures. Any or all of the signatures on a certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

SECTION 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the

Corporation alleged to have been lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as it may direct sufficient to indemnify it against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

SECTION 4. Transfers of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its records; provided, however, that the Corporation shall be entitled to recognize and enforce any lawful restriction on transfer. Whenever any transfer of stock shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of transfer if, when the certificates are presented to the Corporation for transfer, both the transferor and the transferee request the Corporation to do so.

SECTION 5. Transfer Agents and Registrars. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

SECTION 6. Regulations. The Board of Directors may make such additional rules and regulations, not inconsistent with these By-Laws, as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

SECTION 7. Fixing the Record date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 8. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its records as the owner of shares of stock to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments a person registered on its records as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares of stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VI

Indemnification of Directors and Officers

SECTION 1. General. The Corporation shall indemnify any person who was or is a party or is or was threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent (including without limitation members of advisory boards of hospitals and other facilities owned by the Corporation and physicians serving on medical staff committees of such hospitals) of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or not taken by such person while acting in any such capacity, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (whether with or without court approval) actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 2. Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

SECTION 3. Indemnification in Certain Cases. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article VI, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 4. Procedure. Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in such Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or (c) by the stockholders.

SECTION 5. Advances for Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall be ultimately determined that he is not entitled to be indemnified by the Corporation as authorized in this Article VI.

SECTION 6. Rights Not-Exclusixe. The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

SECTION 7. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VI.

SECTION 8. Definition of Corporation. For the purposes of this Article VI, references to "the Corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as he would if he had served the resulting or surviving corporation in the same capacity.

SECTION 9 Survival of Rights. The indemnification and advancement of expenses provided by, or granted pursuant to this Article VI shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII

General Provisions

SECTION 1 Dividends. Subject to the provisions of statute and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting. Dividends may be paid in cash, in property or in shares of stock of the Corporation, unless otherwise provided by statute or the Certificate of Incorporation.

SECTION 2. Reserves. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors may, from time to time, in its absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors may think conducive to the interests of the Corporation. The Board of Directors may modify or abolish any such reserves in the manner in which it was created.

SECTION 3. Seal. The seal of the Corporation shall be in such form as shall be approved by the Board of Directors.

SECTION 4. Fiscal Year. The fiscal year of the Corporation shall be fixed, and once fixed, may thereafter be changed, by resolution of the Board of Directors.

SECTION 5. Checks, Notes, Drafts, Etc. All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

SECTION 6. Execution of Contracts, Deeds, Etc. The Board of Directors may authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

SECTION 7. Voting of Stock in Other Corporations. Unless otherwise provided by resolution of the Board of Directors, the Chairman of the Board or the President, from time to time, may (or may appoint one or more attorneys or agents to) cast the votes which the Corporation may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose shares or securities may be held by the Corporation, at meetings of the holders of the shares or other securities of such other corporation. In the event one or more attorneys or agents are appointed, the Chairman of the Board or the President may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent. The Chairman of the Board or the President may, or may instruct the attorneys or agents appointed to, execute or cause to be executed in the name and on behalf of the Corporation and under its seal or otherwise, such written proxies,

consents, waivers or other instruments as may be necessary or proper in the circumstances.

ARTICLE VIII

Amendments

These By-Laws may be amended or repealed or new by-laws adopted (a) by action of the stockholders entitled to vote thereon at any annual or special meeting of stockholders or (b) if the Certificate of Incorporation so provides, by action of the Board of Directors at a regular or special meeting thereof. Any by-law made by the Board of Directors may be amended or repealed by action of the stockholders at any annual or special meeting of stockholders.

July 22, 1996

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10.00 AM 12/21/1993
723355032 — 2364708

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CLEVELAND REGIONAL MEDICAL CENTER, L.P.

This Certificate of Limited Partnership is made, executed and dated as of December 20, 1993 by Dynamic Health, Inc., as general partner of Cleveland Regional Medical Center, L.P., pursuant to Sections 17-101 to 17-1109 of the Delaware Revised Uniform Limited Partnership Act, as amended.

FIRST: The name of the limited partnership is: Cleveland Regional Medical Center, L.P.

SECOND: The address of its registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The name and the business mailing address of the sole general partner is:

Dynamic Health, Inc.
550 North Reo Street
Suite 300
Tampa, Florida 33609-1013

IN WITNESS WHEREOF, the undersigned, the sole general partner of CLEVELAND REGIONAL MEDICAL CENTER, L.P., has executed this Certificate as of the 20th day of December, 1993.

CLEVELAND REGIONAL MEDICAL CENTER, L.P.

By: Dynamic Health, Inc.,
its general partner

By: /s/ Jonathan J. Spees
Name: Jonathan J. Spees
Title: Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/14/1996
960238010 — 2364708

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CLEVELAND REGIONAL MEDICAL CENTER, L.P.,
a Delaware limited partnership

This Certificate of Amendment of the Certificate of Limited Partnership is made, executed and dated as of August 14, 1996 by Dynamic Health, Inc. and Community GP Corp., as general partners of Cleveland Regional Medical Center, L.P., pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act, as amended.

FIRST: The name of the limited partnership is:

Cleveland Regional Medical Center, L.P.

SECOND: Article THIRD of the Certificate of Limited Partnership is hereby amended in its entirety to read as follows:

THIRD: The names and the business mailing addresses of the general partners are:

Dynamic Health, Inc.
One Harbour Place
777 South Harbour Island Boulevard
Suite 890
Tampa, Florida 33602

Community GP Corp.
c/o Community Health Systems, Inc.
155 Franklin Road
Suite 400
Brentwood, Tennessee 37027-4600

THIRD: The effective time of this Certificate of Amendment of Certificate of Limited Partnership shall be 11:58 PM on August 14, 1996.

IN WITNESS WHEREOF, the undersigned, the general partners of CLEVELAND REGIONAL MEDICAL CENTER, L.P., have executed this Certificate as of the 14th day of August, 1996.

DYNAMIC HEALTH, INC.

By: /s/ Jonathan J. Spees
Name: Jonathan J. Spees
Title: Assistant Secretary

COMMUNITY GP CORP.

By: /s/ Tyree G. Wilburn
Name: Tyree G. Wilburn
Title: Executive Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/15/1996
960239410 — 2364708

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CLEVELAND REGIONAL MEDICAL CENTER, LP.,
a Delaware limited partnership

This Certificate of Amendment of the Certificate of Limited Partnership is made, executed and dated as of August 14, 1996 by Community GP Corp., as general partner of Cleveland Regional Medical Center, LP., pursuant to Section 17.202 of the Delaware Revised Uniform Limited Partnership Act, as amended.

FIRST: The name of the limited partnership is:

Cleveland Regional Medical Center, L.P.

SECOND: Article THIRD of the Certificate of Limited Partnership is hereby amended in its entirety to read as follows:

THIRD: The name and the business mailing address of the general partner is:

Community GP Corp.
c/o Community Health Systems, Inc.
155 Franklin Road
Suite 400
Brentwood, Tennessee 37027-4600

IN WITNESS WHEREOF, the undersigned, the general partner of CLEVELAND REGIONAL MEDICAL CENTER, LP., has executed this Certificate as of the 14th day of August, 1996.

COMMUNITY GP CORP.

By: /s/ Tyree G. Wilburn
Name: Tyree G. Wilburn
Title: Executive Vice President

AMENDMENT TO THE CERTIFICATE OF
LIMITED PARTNERSHIP OF

CLEVELAND REGIONAL MEDICAL CENTER, L.P.

This Amendment to the Certificate of Limited Partnership of Cleveland Regional Medical Center, L.P. (the "Limited Partnership"), made by Community GP Corp., the general partner of the Limited Partnership, pursuant to the provisions of Section 17-202 of the Delaware Revised Uniform Limited Partnership Act, as amended.

FIRST: The name of the Limited Partnership is Cleveland Regional Medical Center, L. P.

SECOND: The Second provision of the Certificate of Limited Partnership is hereby amended in its entirety to read as follows:

"The address of its registered office in the State of Delaware is 1013 Centre Road, Wilmington, New Castle County, Delaware and the name of its registered agent at such address is Corporation Service Company."

THIRD: This Amendment to the Certificate of Limited Partnership shall be effective upon filing by the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned, the general partner of the Limited Partnership, has executed this Amendment as of the 24th day of October, 1996.

Community GP Corp.

By: /s/ Sara Martin-Michels

Name: Sara Martin-Michels

Title: Assistant Secretary

STATE OF DELAWARE

SECRETARY OF STATE

DIVISION OF CORPORATIONS

FILED 09:00 AM 10/31/1996

960317912 — 2364708

File No. 2364708

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 07/28/1998
981299282 — 2364708

STATE OF DELAWARE
CERTIFICATE TO RESTORE TO GOOD
STANDING A DELAWARE LIMITED PARTNERSHIP
(Pursuant to Title 6, Sec. 17-1109)

1. Name of Limited Partnership:

CLEVELAND REGIONAL MEDICAL CENTER, L.P.

2. Date of original filing with Delaware Secretary of State: DECEMBER 21, 1993.

I, Virginia D. Lancaster, Assistant Secretary of Community G.P. Corp., General Partner or Liquidating Trustee of the above named limited partnership do hereby certify that this limited partnership is paying all annual taxes, penalties and interest due to the State of Delaware.

I do hereby request this limited partnership be restored to Good Standing.

By: /s/ Virginia D. Lancaster

On behalf of General Partner , Community G.P. Corp.

or

Liquidating Trustee

Name: /s/ Virginia D. Lancaster

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:48 PM 11/05/2003
FILED 06:53 PM 11/05/2003
SRV 030712438 – 2364708 FILE

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CLEVELAND REGIONAL MEDICAL CENTER, L.P.

CLEVELAND REGIONAL MEDICAL CENTER, L.P, (hereinafter called the “partnership”), a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act (the “Act”), for the purpose of amending Certificate of Limited Partnership filed with the office of the Secretary of State of Delaware on Dec. 21, 1993, hereby certifies that

1. The name of the limited partnership is CLEVELAND REGIONAL MEDICAL CENTER, L.P.
2. Pursuant to the provisions of Section 17-202, Title 6, Delaware Code, the amendment to the Certificate of Limited partnership effected by this Certificate of Amendment is to change the address of the registered office of the partnership in the State of Delaware to 9 East Loockerman Street, Suite 1B, Dover, Delaware 19901, and to change the name of the registered agent of the partnership in the State of Delaware at the said address to National Registered Agents, Inc.

The undersigned, a general partner of the partnership, executes this Certificate of Amendment on October 23, 2003

/s/ Community GP Corp. By Kimberly A. Wright, Asst. Sec.
General Partner

Community GP Corp.
By Kimberly A. Wright, Asst. Sec.

CLEVELAND REGIONAL MEDICAL CENTER, L.P.

LIMITED PARTNERSHIP AGREEMENT

By And
Among

COMMUNITY GP CORP.,
A Delaware Corporation,

And

COMMUNITY LP CORP.,
A Delaware Corporation,

DATED AS OF AUGUST 14, 1996

LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT (this "Agreement") is made and entered into by and among Community GP Corp., a Delaware corporation, as general partner, and Community LP Corp., a Delaware corporation, as the limited partner, effective as of the 14th day of August, 1996.

WITNESSETH:

WHEREAS, the parties acquired all of the general partnership and limited partnership interests of Cleveland Regional Medical Center, L.P. on August 14, 1996, pursuant to a certain Partnership Interest Purchase Agreement between the Partners, Dynamic Health, Inc., and DHI Hospitals, L.P.;

WHEREAS, the parties desire to enter this limited partnership agreement to reflect the intention of the parties as to the matters set forth herein.

NOW, THEREFORE, in consideration of the premises, and mutual covenants and promises contained herein, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, and all agreements supplemental hereto which may be entered into in accordance herewith, the terms defined in this Article I shall have the meanings herein specified:

"Agreement" means this Limited Partnership Agreement as the same may be supplemented or amended from time to time.

“Capital Account” means the account described in Section 4.1 of this Agreement. “Cash Flow” shall mean Net Income computed on the accrual basis of accounting, plus:

(a) the amortization of financing costs (including points) and other prepaid items (insurance, supplies, etc.) taken as deductions in computing the aforementioned Net Income to the extent that such amortization relates to such costs that were paid in a year or period other than the one in which such Net Income is computed;

(b) any cash received in the current year included in Net Income of prior or future years or periods;

Minus:

(c) regularly scheduled payments upon the principal of any Partnership indebtedness plus prepayments by the General Partner;

(d) such expenditures for acquisition of property, capital improvements or replacements, except to the extent financed through capital contributions, mortgages on property or other partnership loans;

(e) any amounts included in Net Income for which no cash was received by the Partnership in such year or period; and

(f) any reserves as determined by the General Partner.

The General Partner shall have the sole authority to make any adjustments deemed necessary in computing the Cash Flow of the Partnership.

“Code” means the Internal Revenue Code of 1986, as amended.

“Delaware Act” means the Delaware Revised Uniform Limited Partnership Act, as amended.

“General Partner” means Community GP Corp., a Delaware corporation, its successors and assigns.

“Hospital” means Cleveland Regional Medical Center located in Cleveland, Texas.

“Limited Partner” means Community LP Corp., a Delaware corporation, its successors and assigns.

“Net Income” means operating income less operating expenses, the amount of financing costs (including points) and other prepaid items paid during the year or period for which such Net Income is computed, but excluding depreciation which shall not be considered an operating expense).

“Ownership Interest” shall have the meaning ascribed to such term in Section 5.1 of this Agreement.

“Partner” or “Partners” mean the General Partner and Limited Partner, singularly or collectively, as partners under this Agreement.

“Partnership” means Cleveland Regional Medical Center, L.P., the limited partnership formed pursuant to this Agreement, its successors and assigns.

“Profits” and “Losses” shall have the meanings ascribed to those terms in Section 6.2 of this Agreement.

ARTICLE II.

FORMATION OF LIMITED PARTNERSHIP

Section 2.1 Formation of Limited Partnership.

(a) The Partners hereto are the only parties to the Partnership Agreement. The authority of the Partners shall be strictly limited to the purposes and scope set forth in this Agreement.

(b) The rights and obligations of the Partners and the administration and termination of the Partnership shall be governed as expressly provided for herein. A Partner’s interest in the Partnership shall be personal property for all purposes. All real and other property owned by the Partnership shall be deemed owned by the Partnership as an entity and no Partner, individually, shall have any ownership of such property.

Section 2.2 Purposes and Scope of Partnership.

(a) The purposes of the Partnership are:

(i) To carry on any activities which may lawfully be carried on by a limited partnership organized under the Delaware Act, including, without limitation, to own, operate, sell and otherwise dispose of the Hospital, and to acquire, finance, hold, develop, improve, maintain, operate, lease, sell, and otherwise dispose of any direct or indirect interests in hospitals and other related healthcare and/or health service organizations; and

(ii) To invest Partnership funds and cash balances in such investments as selected or determined by the General Partner.

(b) The Partners intend that the interpretation of this Agreement and of their general rights and duties shall be governed by the Delaware Act.

Section 2.3 Legal Name. For purposes of legal designation of this Partnership, the Partners agree:

(a) With respect to legal name, that all business and affairs of the Partnership be conducted solely under the name of “Cleveland Regional Medical Center, L.P.”

(b) Legal notice of the Partnership name and any modification thereof shall be made, if required by applicable state law:

- (i) Through the filing of a Certificate of Limited Partnership with the office of the Secretary of State of Delaware showing the Partnership name; and
- (ii) The General Partner shall execute all assumed, fictitious, or business name certificates required by law to be filed referencing the use of the aforesaid name and shall file such certificates, if allowed, in the records of the county where the Hospital is located, in the county of the principal place of business of the Partnership (if this differs from the county of the Hospital), and with the Secretary of State of Delaware, if permitted; and
- (iii) As the General Partner may otherwise deem advisable or appropriate.

ARTICLE III.

MANAGEMENT OF THE PARTNERSHIP

Section 3.1 Management of Partnership. The overall day-to-day management and control of the business and affairs of the Partnership shall be vested in the General Partner. The Partners hereby delegate to and vest in the General Partner full, exclusive and complete discretion, authority and power in the management and control of the business and affairs of the Partnership in respect of all decisions related to the management, marketing and ownership of the Hospital and the investment of Partnership funds. The General Partner shall have the right, power, authority and obligation to implement the overall management and control of the business and affairs of the Partnership.

Section 3.2 Authority of General Partner. It is the intent of the parties that the General Partner shall have unilateral authority to conduct the business affairs of the Partnership, and it shall not be necessary for any third party to confirm the authority of the General Partner to take any and all action on behalf of the Partnership.

ARTICLE IV.

CAPITAL ACCOUNTS

Section 4.1 Capital Account. The Partnership will maintain for each Partner an account designated as his "Capital Account" in accordance with the following provisions:

- (i) To each Partner's Capital Account there shall be credited the amount of cash and the fair market value of any property contributed to the Partnership by such Partner, such Partner's distributive share of Profits, and any items in the nature of income or gain that are specially allocated pursuant to Section 6.4 hereof, and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner.
- (ii) To each Partner's Capital Account there shall be debited the amount of cash and the fair market value of any Partnership property distributed to such Partner pursuant to any provision of this Agreement, such Partner's distributive share of Losses, and any items in the nature of loss or deduction specifically allocated pursuant to Section 6.4 hereof and the amount of any liabilities

of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Partner upon the dissolution of the Partnership.

ARTICLE V.

ACCOUNTING AND DISTRIBUTIONS

Section 5.1 Ownership of Partnership, Distributions of Cash Flow.

(a) The ownership interest of the Partners in the Partnership shall be in the percentage interests (hereinafter referred to as the "Ownership Interest") set forth opposite each of their names below, to wit:

General Partner	.5%
Limited Partner	99.5%
Total	100.0%

(b) The General Partner may distribute Cash Flow at such time and in such amounts as the General Partner determines, in its sole discretion. Any distributions of Cash Flow shall be divided among the Partners in proportion to their Ownership Interests.

Section 5.2 Distribution upon Sale of All Assets. Notwithstanding any other provision of this Article V, upon the sale of all of the Partnership's assets, liquidating distributions shall be made, in all cases, in accordance with Article IX hereof.

ARTICLE VI.

TAX STATUS AND ALLOCATION

Section 6.1 Tax Status. Any provision hereof to the contrary notwithstanding, solely for United States federal income tax purposes, each of the Partners hereby recognizes that the Partnership will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the United States Internal Revenue Code of 1986; provided, however, that the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Partnership or expand the obligations or liabilities of the Partners.

Section 6.2 Profits" and "Losses means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be

stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this Section 6.2 shall be added to such taxable income or loss;

(ii) Notwithstanding any other provision of this Section 6.2, any items which are specially allocated pursuant to Section 6.4 hereof shall not be taken into account in computing Profits or Losses.

Section 6.3 Allocation of Profits and Losses. Except as provided in Section 6.4 below, Profits and Losses for any fiscal year of the Partnership shall be allocated among the Partners in proportion to their Ownership Interests.

Section 6.4 Other Allocations. The following allocations shall be made in the order set forth below:

(a) Except as otherwise provided in Treasury Regulation Section 1.704-2(f) of Article VI, notwithstanding any other provision of this Article VI, if there is a net decrease in Partnership minimum gain, as defined in Treasury Regulation Section 1.704-2(b)(2) and Section 1.704-2(d) during any fiscal year, each Partner shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's share of the net decrease in Partnership minimum gain, determined in accordance with Treasury Regulation Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulation

Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.4(a) is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Except as otherwise provided in Treasury Regulation Section 1.704-2(i)(4), notwithstanding any other provision of this Article VI, if there is a net decrease in Partner nonrecourse debt minimum gain attributable to a Partner nonrecourse debt, as defined in Treasury Regulation Section 1.704-2(i) during any Partnership fiscal year, each Partner who has a share of the Partner nonrecourse debt minimum gain attributable to such Partner nonrecourse debt, determined in accordance with Treasury Regulation Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's share of the net decrease in Partner nonrecourse debt minimum gain attributable to such Partner nonrecourse debt, determined in accordance with Treasury Regulation Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 6.4(b) is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704-2(i)(4), and shall be interpreted consistently therewith.

(c) In the event any Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5) or Section 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulation Section 1.704-1(b)(2), any deficit in such Partner's Capital Account as quickly as possible, provided that an allocation pursuant to this Section 6.4(c) shall be made only if and to the extent that such Partner would have a deficit balance in its Capital Account after all other allocations provided for in this Article VI have been tentatively made as if this Section 6.4(c) were not in the Agreement.

(d) All nonrecourse deductions shall be allocated among the Partners in accordance with their Ownership Interests. For purposes of this Section 6.4(d), nonrecourse deductions shall have the meaning ascribed thereto in Treas. Reg. Section 1.704-2(b)(1), including all amendments or successor regulations thereto.

(e) Any Partner nonrecourse deductions as defined in Treasury Regulation Section 1.704-2(i)(2) for any fiscal year shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner nonrecourse debt to which such Partner nonrecourse deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(f) The allocations set forth in Sections 6.4(a) through 6.4(e) (the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulations Section 1.704-1(b). Notwithstanding any other provision of this Article VI (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other Profits, Losses and items of income, gain, loss and deduction among the Partners so that, to the extent possible, the net amount of such allocations of other Profits, Losses and other items and the Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner if the Regulatory Allocations had not occurred.

(g) In no event shall the General Partner's interest in each item of income, gain, loss, deduction or credit be less than 1% of each such item at all times during the existence of the Partnership.

Section 6.5 Modification. The Partners intend that the provisions in Article VI and elsewhere in this Agreement providing for the distribution of Cash Flow, the proceeds of a sale or refinancing of the Hospital, and all other distributions from the Partnership will govern the economic relations between the Partners, and have designed the allocations of Profits and Losses in this Article VI so that such allocations will have substantial economic effect under Section 704(b) of the Internal Revenue Code and support the desired distributions to the Partners. To the extent such allocations of Profits and Losses are inconsistent with such objective, the Partners agree to amend this Article VI so that the allocation of Profits and Losses (including items of income, gain, loss or deduction) will be consistent with the distributions provided for in this Agreement.

ARTICLE VII.

RECORD KEEPING, REPORTS, INSURANCE

Section 7.1 Tax Returns. The General Partner shall select a certified or registered public accountant for the preparation of federal and state income tax schedules and returns for the Partnership. The General Partner shall use reasonable efforts to cause the tax return to be delivered to each Partner within seventy-five (75) days of the end of each fiscal year of the Partnership. The fees paid to the said accountant or accountants shall be borne by the Partnership and shall be considered an operating expense.

Section 7.2 Record Keeping. All Partners shall have access to all reasonable times to the books and records associated with the management and operation of the Hospital.

Section 7.3 Bank Accounts. The General Partner on its behalf shall maintain bank accounts necessary for the operation of the Hospital. The General Partner will be the authorized signatory.

Section 7.4 Insurance. The Partnership shall carry and maintain in force such insurance and in such amounts as the General Partner shall determine.

ARTICLE VIII.

ADMISSION AND WITHDRAWAL OF PARTNERS AND TRANSFERS OF PARTNERSHIP INTERESTS

Section 8.1 No Assignment. No Limited Partner shall have the right to assign all or a portion of its interest in the Partnership and no substitute Limited Partner shall be admitted as a Partner.

Section 8.2 Representatives of Limited Partner. Upon the bankruptcy, insolvency, dissolution, or other cessation of existence as a legal entity of the Limited Partner, the authorized representative of such entity shall have all the rights of a Limited Partner for the purpose of settling, managing, or effecting the orderly winding up and dissolution of the business of such entity.

Section 8.3 Bankruptcy of the Limited Partner. The or bankruptcy of the Limited Partner shall not dissolve the Partnership.

Section 8.4 Additional General Partners; Transfer of General Partners's Interest. No additional General Partner shall be admitted to the Partnership without the prior written consent of the Limited Partners. A General Partner may transfer its interest in the Partnership, but any such transferee may not become a substitute General Partner without the written consent of the Limited Partners.

ARTICLE IX.

DISSOLUTION AND TERMINATION

Section 9.1 Events Causing Dissolution and Termination. The Partnership shall be dissolved: (i) upon the expiration of the term of the Partnership stated in this Partnership Agreement; (ii) upon the sale of all of the assets of the Partnership and the distribution of the net proceeds therefrom; (iii) in the event of the dissolution and liquidation, effective resignation or conversion of a General Partner if no General Partner remains and no substitute General Partner is elected by the unanimous vote of the Limited Partners prior thereto; or (v) as may be provided by law. The

Partnership shall be terminated when the winding up of Partnership affairs has been completed following dissolution.

Section 9.2 Winding Up Affairs on Dissolution. Upon dissolution of the Partnership, the General Partner, or the persons required or permitted by law to carry out the winding up of the affairs of the Partnership (the "Distributor"), shall promptly notify all Partners of such dissolution; shall wind up the affairs of the Partnership; shall prepare and file all instruments or documents required by law to be filed to reflect the dissolution of the Partnership; and, after paying or providing for the payment of all liabilities and obligations of the Partnership, shall distribute the assets of the Partnership as provided by law and the terms of this Partnership Agreement.

Section 9.3. Distributions on Dissolution.

After dissolution, distributions of cash to Partners on account of their interests as Partners shall be made in accordance with the provisions of Article V. Assets of the Partnership may be distributed in kind on the basis of the then fair market value thereof as determined by an independent appraiser selected by the distributor appointed by the General Partner, or the persons carrying out the winding up of the affairs of the Partnership in accordance with Section 5.2. If assets are distributed in kind, they may be distributed to the Partners as tenants in common.

Section 9.4. Distributions in Accordance with Capital Accounts.

Notwithstanding any other provision of this Agreement, upon liquidation of the Partnership (or any Partner's interest in the Partnership) liquidating distributions shall be made, in all cases, in accordance with the Partners' positive capital account balances determined after all adjustments to the Partners' capital accounts for the taxable year. Such distribution shall be made within the time periods required by Treasury Regulation Section 1.704-1(b). In the event that upon liquidation of the Partnership, the General Partner has a deficit balance in its capital account, the General Partner shall contribute to the capital of the Partnership an amount of money equal to the lesser of (a) such deficit balance, or (b) the excess of 1.01 percent of the total capital contributions by the Limited Partners to the Partnership over the total amount of capital contributions made to the Partnership by the General Partner. Any amounts contributed by the General Partner shall be added to the amounts described above and shall be distributed in the manner provided in this Section 9.4.

ARTICLE X.

GENERAL

Section 10.1 Notices.

(a) All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing.

(b) All notices, demands, or requests to be sent to the General Partner pursuant hereto shall be deemed to have been properly given or served by delivery by a nationally recognized overnight delivery service or by depositing the same in the United States Mail, addressed to the

General Partner, postpaid, and registered or certified with return receipt requested at the following address:

Community GP Corp.
c/o Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, TN 37027

(c) All notices, demands, and requests shall be effective upon being deposited in the United States Mail as aforesaid. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the next business day after the date sent by overnight delivery or, if sent by U.S. Mail, the date of receipt noted on the return receipt of the notice, demand, or request by the addressee thereof, or if each return receipt is refused, then five (5) days following the date of the United States Postal Service postmark noted thereon.

(d) By giving to the other parties at least ten (10) days' written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

(e) All payments to be made pursuant hereto to any Partner shall be made at the address set forth above for such Partner. All such payments shall be effective upon receipt.

(f) The Partners hereby agree to furnish the other Partner with such resolutions or notices designating any changes in the address used for purpose of sending notices pursuant to this Agreement, and designating such party or parties within each Partner as shall be delegated the authority to sign documents binding each Partner to the Agreement contained therein for purposes of convenience and avoiding delay in the operation of this Partnership.

Section 10.2 Governing Laws. This agreement and the obligations of the Partners hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Delaware.

Section 10.3 Entire Agreement. This Agreement contains the entire agreement between the parties hereto relative to the formation of the Partnership.

Section 10.4 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 10.5 Binding Agreement. Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Partners and their respective heirs, executors, legal representatives, successors, and assigns. Whenever in this instrument a reference to any party or Partner is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, and assigns of such party or Partner.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date first set forth above.

COMMUNITY GP CORP.,
a Delaware corporation

By: /s/ T. Mark Banford [unreadable]
Title: Vice Pres.

COMMUNITY LP CORP.,
a Delaware corporation

By: /s/ T. Mark Banford [unreadable]
Title: Vice Pres.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 07/23/1996
960213597 — 2642128

CERTIFICATE OF INCORPORATION

OF

COMMUNITY GP CORP.

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Delaware General Corporation Law, as amended, hereby adopts the following Certificate of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Community GP Corp.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Delaware General Corporation Law, as amended (the "Delaware General Corporation Law").

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of \$.01 par value per share common stock.

ARTICLE FIVE

The street address of its initial registered office is 1013 Centre Road, Wilmington, New Castle County, Delaware and the name of its initial registered agent at such address is Corporation Service Company.

ARTICLE SIX

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE SEVEN

The name and address of the incorporator is:

Robin J. Payton
414 Union Street, Suite 1600
Nashville, TN 37219

ARTICLE EIGHT

To the fullest extent permitted by Delaware law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derives an improper personal benefit. If the Delaware General Corporation Law is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE NINE

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) of this Article Nine with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware

General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Delaware General Corporation Law with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE TEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 22nd day of July, 1996.

/s/ Robin J. Payton
Robin J. Payton, Incorporator
414 Union Street
Suite 1600
Nashville, TN 37219

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:34 PM 11/05/2003
FILED 07:20 PM 11/05/2003
SRV 030712472 — 2642128 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is: Community GP Corp.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on October 23, 2003

/s/ Kimberly A. Wright, Asst.Sec
Kimberly A. Wright

BYLAWS OF
COMMUNITY GP CORP.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on

which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Delaware or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law (the "Delaware Law"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an

indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Law. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware Law, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture,

trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 23rd day of July, 1996.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 10/22/1991
721295057 — 2066922

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF
CHS MANAGEMENT CORPORATION

The original Certificate of Incorporation
was filed with the Office of the
Secretary of State of the
State of Delaware on July 19, 1985

ARTICLE I

NAME

The name of the Corporation is:

COMMUNITY HEALTH INVESTMENT CORPORATION

ARTICLE II

REGISTERED OFFICE AND REGISTERED AGENT

The address of the Corporation's registered office in this State, and the name of its registered agent at such address is:

The Corporation Trust Company
1209 Orange Street
Wilmington, New Castle County, Delaware 19801

ARTICLE III

PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware (the "Delaware Code").

ARTICLE IV

CAPITAL STOCK

(a) The total number of shares of all classes of stock that the Corporation shall have the authority to issue is Five Thousand (5,000) shares of \$1.00 per share par value Common Stock.

ARTICLE V

ELECTION OF DIRECTORS

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VI

LIABILITIES OF DIRECTORS

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware Code or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VII

INDEMNIFICATION

A. RIGHTS TO INDEMNIFICATION. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys, fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article VII shall be a contract right

and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. RIGHT OF INDEMNITEE TO BRING SUIT. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Delaware Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct, or in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. NON-EXCLUSIVITY OF RIGHTS. The rights to indemnification and to the advancement of expenses conferred in this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. INSURANCE. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Code.

E. INDEMNITY OF EMPLOYEES AND AGENTS OF THE CORPORATION. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article VII or as otherwise permitted

under the Delaware Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE VIII

POWER TO ADOPT BYLAWS

The Board of Directors of the Corporation shall have the power to adopt and amend the Bylaws of the Corporation in accordance with the provisions of this Amended and Restated Certificate of Incorporation.

Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware the undersigned, being the President of CHS Management Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware, the Certificate of Incorporation of which was filed with the Office of the Secretary of State of Delaware on July 19, 1985, does hereby certify that this Amended and Restated Certificate of Incorporation was duly adopted on September 12, 1991 by the Board of Directors and on September 12, 1991 by the Stockholders of the Corporation in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware.

CHS MANAGEMENT CORPORATION

By: /s/ E. Thomas Chaney
President

ATTEST:

/s/ Linda K. Parsons
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/23/1994
944179298 — 2066922

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED
OFFICE AND REGISTERED AGENT
OF

COMMUNITY HEALTH INVESTMENT CORPORATION

The Board of Directors of:

COMMUNITY HEALTH INVESTMENT CORPORATION

A Corporation of the State of Delaware, on this 19th day of September, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same here by is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is:

CORPORATION SERVICE COMPANY.

COMMUNITY HEALTH INVESTMENT CORPORATION

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by its duly authorized Assistant Secretary this 19th day of September A.D. 1994.

/s/ Sara Martin-Michels
Authorized Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:48 AM 11/12/2003
FILED 10:05 AM 11/12/2003
SRV 030724229 — 2066922 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation" is
COMMUNITY HEALTH INVESTMENT CORPORATION
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901,
County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is
identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 11-4-03.

/s/ Robin Keck
Robin Keck
Asst. Secretary

BYLAWS OF
COMMUNITY HEALTH INVESTMENT CORPORATION
[FORMERLY CHS MANAGEMENT CORPORATION]
[FORMERLY COMMUNITY HEALTH SYSTEMS OF TEXAS, INC.]

BYLAWS
OF
COMMUNITY HEALTH SYSTEMS OF TEXAS, INC.

ARTICLE I
OFFICES

SECTION 1.1. Registered Office. The registered office of the corporation in the State of Delaware shall be in the City of Wilmington, County of New Castle, and the name of its registered agent shall be The Corporation Trust Company.

SECTION 1.2. Places of Business. The corporation may have offices at such places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

SECTION 2.1. Place of Meeting. All meetings of stockholders for the election of directors shall be held at the principal business office of the corporation or at such other place, either within or without the State of Delaware, as shall be designated from time to time by the caller of the meeting and stated in the notice of the meeting.

SECTION 2.2. Annual Meeting. The annual meeting of stockholders shall be held at such date and time as shall be designated by the Board of Directors and stated in the notice of the meeting.

SECTION 2.3. Voting List. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of such meeting, or if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. Failure to comply with this Section shall not affect the validity of any action taken at such meeting.

SECTION 2.4. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President or by the Board of Directors or by written order of a majority of the directors and shall be called by the President or the Secretary at the request in writing of stockholders owning not less than fifty percent (50%) of the voting power of the entire capital

stock of the corporation issued and outstanding and entitled to vote at such meeting. Such request shall state the purposes of the proposed meeting. The President, the Board of Directors or directors so calling, or the stockholders so requesting, any such meeting shall fix the time and any place for holding such meeting.

SECTION 2.5. Notice of Meeting. Written or printed notice of the annual, and each special meeting of stockholders, stating the time, place and purpose or purposes thereof, shall be given to each stockholder entitled to vote thereat, not less than ten (10) nor more than fifty (50) days before the meeting. Such further or earlier notice shall be given as may be required by law. A stockholder's attendance at a meeting shall constitute a waiver of notice by such stockholder, unless such attendance is for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, or called or convened as herein required. In addition, a stockholder may waive notice of a meeting in writing signed by him as provided in Section 2.8 hereof.

SECTION 2.6. Quorum. The holders of a majority of the voting power of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at any meeting of stockholders for the transaction of business except as otherwise provided by statute or by the Certificate of Incorporation. Notwithstanding the other provisions of the Certificate of Incorporation or these bylaws, the holders of a majority of the voting power of the shares of capital stock entitled to vote thereat, present in person or represented by proxy, whether or not a quorum is present, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 2.7. Voting. When a quorum is present at any meeting of the stockholders, the vote of the holders of a majority of the voting power of the stock having voting rights present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the statutes, of the Certificate of Incorporation or of these bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Every stockholder having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such stockholder, bearing a date not more than three years prior to voting, unless such instrument provides for a longer period, and filed with the Secretary of the corporation before, or at the time of, the meeting. If such instrument shall designate two (2) or more persons to act as proxies, unless such instrument shall provide the contrary, a majority of such persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or if only one (1) be present, then such powers may be exercised by that one (1); or, if any even number attend and a majority do not agree on any particular issue, each proxy so attending shall be entitled to exercise such powers in respect of the same portion of the shares as he is of the proxies representing such shares.

SECTION 2.8. Consent of Stockholders. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action by any provision of the statutes, the Certificate of Incorporation or the bylaws, the meeting and vote of stockholders may be dispensed with if all the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken; or on the written consent of the holders of the voting power of stock having not less than the minimum percentage of the vote required by statute for the proposed corporate action, and provided that prompt notice must be given to all stockholders of the taking of corporate action without a meeting and by less than unanimous written consent.

SECTION 2.9. Voting of Stock of Certain Holders. Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or in the absence of such provision, as the Board of Directors of such corporation may determine. Shares standing in the name of a deceased person may be voted by the executor or administrator of such deceased person, either in person or by proxy. Shares standing in the name of a guardian, conservator or trustee may be voted by such fiduciary, either in person or by proxy, but no such fiduciary shall be entitled to vote shares held in such fiduciary capacity without a transfer of such shares into the name of such fiduciary. Shares standing in the name of a receiver may be voted by such receiver. A stockholder whose shares are pledged shall be entitled to vote such shares, unless in the transfer by the pledgor on the books of the corporation, he has expressly empowered the pledgee to vote thereon, in which case only the pledgee, on his proxy, may represent the stock and vote thereon.

SECTION 2.10. Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it; and such shares shall not be counted in determining the total number of outstanding shares.

SECTION 2.11. Fixing Record Date. The Board of Directors may fix in advance a date, not exceeding sixty (60) days preceding the date of any meeting of stockholders, or the date for payment of any dividend or distribution, or the date for the allotment of rights, or the date when any change, or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining a consent, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting and any adjournment thereof, or entitled to receive payment of any such dividend or distribution, or to receive any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to give such consent, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, any such meeting and any adjournment thereof, or to receive payment of such dividend or distribution, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

SECTION 2.12. Balloting. Upon the demand of any stockholder, the vote upon any question before the meeting shall be by ballot. At each meeting inspectors of election may be appointed by the presiding officer of the meeting, and at any meeting for the election of directors, inspectors shall be so appointed on the demand of any stockholder present or represented by proxy and entitled to vote at the election of Directors. No director or candidate for the office of

director shall be appointed as such inspector. The number of votes cast by shares in the election of directors shall be recorded in the minutes.

SECTION 2.13. Record of Stockholders. The Corporation shall keep at its principal business office, or the office of its transfer agents or registrars, a record of its stockholders, giving the names and addresses of all stockholders and the number and class of the shares held by each.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.1. Powers. The business and affairs of the corporation shall be managed by the Corporation's Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

SECTION 3.2. Number, Qualification and Term. The number of directors which shall constitute the whole Board shall be not less than one (1) nor more than eight (8). Such number of directors shall from time to time be fixed and determined by the Board of Directors and shall be set forth in the notice of any meeting of stockholders held for the purpose of electing directors. The number of directors may be decreased from time to time, however, no such decrease shall have the effect of shortening the term of any incumbent director. The directors shall be elected at the annual meeting of stockholders, except as provided in Section 3.3, and each director elected shall hold office for a one (1) year term or until the director's successor shall be elected and shall qualify. Directors need not be residents of Delaware or stockholders of the corporation. The Board of Directors may, by resolution, appoint one of its members as Chairman to preside over meetings of the Board of Directors. The position of Chairman of the Board of Directors shall not be an office of the corporation.

SECTION 3.3. Vacancies, Additional Directors and Removal From Office. If any vacancy occurs in the Board of Directors caused by death, resignation, retirement, disqualification or removal from office of any director, or otherwise, or if any new directorship is created by an increase in the authorized number of directors, a majority of the directors then in office, though less than a quorum, or a sole remaining director, may choose a successor or fill the newly created directorship; and a director so chosen shall hold office until the next annual election of directors and until his successor shall be duly elected and shall qualify, unless sooner displaced. Any director may be removed either with or without cause at any duly constituted special meeting of stockholders duly called and held for such purpose by the affirmative vote of eighty percent (80%) of the voting power of the issued and outstanding capital stock of the corporation. This section may not be amended except upon the affirmative vote of stockholders holding at least eighty percent (80%) of the voting power of the issued and outstanding capital stock of the corporation.

SECTION 3.4. Regular Meeting. A regular meeting of the Board of Directors shall be held each year, without other notice than this bylaw, at the place of, and immediately following, the annual meeting of stockholders; and other regular meetings of the Board of Directors shall be held

during the year, at such time and place as the Board of Directors may provide, by resolution, either within or without the State of Delaware, without other notice than such resolution.

SECTION 3.5. Special Meeting. A special meeting of the Board of Directors may be called by the Chairman of the Board or by the President and shall be called by the Secretary on the written request of any two directors. The Chairman or President so calling, or the directors so requesting, any such meeting shall fix the time and any place, either within or without the State of Delaware, as the place for holding such meeting.

SECTION 3.6. Notice of Special Meetings. Written notice of special meetings of the Board of Directors shall be given to each director at least twenty-four (24) hours prior to the time of such meeting. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except as may be otherwise provided by law, the Certificate of Incorporation or these bylaws neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except that notice shall be given of any proposed amendment to the bylaws if it is to be adopted at any special meeting.

SECTION 3.7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, the Certificate of Incorporation or these bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 3.8. Action Without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof as provided in Article IV of these bylaws, may be taken without a meeting, if a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

SECTION 3.9. Telephonic Meetings. Unless otherwise restricted by law, the Certificate of Incorporation, or these Bylaws, members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

SECTION 3.10. Compensation. Directors, as such, shall not be entitled to any stated compensation for their services unless voted by the stockholders or the Board of Directors; but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors or any meeting of a committee of directors. No provision of these bylaws shall be construed to preclude

any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

COMMITTEE OF DIRECTORS

SECTION 4.1. Designation, Powers and Name. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one (1) or more committees, including, if they shall so determine, an Executive Committee, each such committee to consist of two (2) or more of the directors of the corporation. The committee shall have and may exercise such of the powers of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution. The committee may authorize the seal of the corporation to be affixed to all papers which may require it; provided, however, that in no event shall any such committee have any power or authority in reference to (i) amending the Certificate of Incorporation, (ii) adopting an agreement of merger or consolidation, (iii) recommending to the stockholders the sale, lease, or exchange of all or substantially all of the corporation's property and assets, (iv) recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, (v) amending the bylaws of the corporation, or (vi) unless specifically so authorized by resolution passed by a majority of the whole Board of Directors, declaring a dividend or authorizing the issuance of stock. The Board of Directors may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names and such limitations of authority as may be determined from time to time by resolution adopted by the Board of Directors.

SECTION 4.2. Minutes. Each committee of the Board of Directors shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

SECTION 4.3. Compensation. Members of special or standing committees may be allowed compensation for attending committee meetings, if the Board of Directors shall so determine.

ARTICLE V

NOTICE

SECTION 5.1. Methods of Giving Notice. Whenever under the provisions of the statutes, the Certificate of Incorporation or these bylaws, notice is required to be given to any director, member of any committee or stockholder, such notice shall be in writing and delivered personally or mailed to such director, member or stockholder; provided that in the case of a director or a member of any committee such notice may be given orally or by telephone or telegram. If mailed, notice to a director, member of a committee or stockholder shall be deemed to be given when deposited in the United States mail first class in a sealed envelope, with postage thereon prepaid, addressed, in the case of a stockholder, to the stockholder at the

stockholder's address as it appears on the records of the corporation or, in the case of a director or a member of a committee, to such person at his business address. If sent by telegram, notice to a director or member of a committee shall be deemed to be given when the telegram, so addressed, is delivered to the telegraph company.

SECTION 5.2. Written Waiver. Whenever any notice is required to be given under the provisions of the statutes, the Certificate of Incorporation or these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI

OFFICERS

SECTION 6.1. Officers. The officers of the corporation shall be a President, one or more Vice Presidents, any one or more of which may be designated Executive Vice President or Senior Vice President, a Secretary, a Treasurer and a Controller. The position of Chairman of the Board of Directors shall not be an office of the corporation. The Board of Directors may appoint such other officers and agents, including Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the Board. Any two (2) or more offices may be held by the same person. None of the officers need be a director, and none of the officers need be a stockholder of the corporation.

SECTION 6.2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at its first regular meeting held after the annual meeting of stockholders or as soon thereafter as conveniently possible. Each officer shall hold office until his successor shall have been chosen and shall have qualified or until his death or the effective date of his resignation or removal.

SECTION 6.3. Removal and Resignation. Any officer or agent elected or appointed by the Board of Directors may be removed without cause by the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the corporation shall be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contract rights. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6.4. Vacancies. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 6.5. Compensation. The compensation of all officers and agents of the corporation shall be fixed by the Board of Directors or pursuant to its direction; and no officer shall be prevented from receiving such compensation by reason of his also being a director.

SECTION 6.6. Duties. The Officers of the Corporation shall have such powers and duties, except as modified by the Board of Directors, as generally pertain to their offices, respectively, as well as such powers and duties as from time to time shall be conferred by the Board of Directors and by these bylaws.

SECTION 6.7. President. The President shall be the chief executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control the business and affairs of the corporation and shall exercise general supervision over the corporation's several offices. In the absence of the Chairman of the Board (if such position is created by the Board of Directors), the President shall preside at all meetings of the Board of Directors and of the stockholders. He shall have the power to appoint and remove subordinate officers, agents and employees and to fix their compensation, except those elected or appointed by the Board of Directors, to remove or suspend any employee or agent who shall have been appointed or employed under authority of an officer subordinate to him and to suspend for cause, pending final action by the authority that shall have elected or appointed such officer, any officer subordinate to the President. The President shall keep the Board of Directors and the Executive Committee (if created) fully informed and shall consult them concerning the business of the corporation and all matters within his knowledge, which, in his opinion, the interest of the corporation may require to be brought to their attention. He may sign with the Secretary or any other officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation and, without the joinder of the Secretary any deeds, bonds, mortgages, contracts, checks, notes, drafts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by these bylaws or by the Board of Directors to some other officer or agent of the corporation, or shall be required by law to be otherwise executed. He shall vote, or give a proxy to any other officer of the corporation to vote, all shares of stock of any other corporation standing in the name of the corporation and in general he shall perform all other duties normally incident to the office of President and such other duties as may be prescribed, from time to time, by the stockholders, the Board of Directors or the Executive Committee (if created) or as are prescribed by these bylaws.

SECTION 6.8. Vice Presidents. In the absence of the President, or in the event of his inability or refusal to act, the Executive Vice President (or in the event there shall be no Vice President designated Executive Vice President, any Senior Vice President or in the event there shall be no Vice President designated Senior Vice President, any Vice President designated by the Board of Directors) shall perform the duties and exercise the powers of the President. Any Vice President may sign, with the Secretary or Assistant Secretary, certificates for shares of the corporation. The Vice Presidents shall perform such other duties as from time to time may be assigned to them by the President, the Board of Directors or the Executive Committee (if created).

SECTION 6.9. Secretary. The Secretary shall keep the minutes of the meetings of the stockholders, the Board of Directors and committees of directors; see that all notices are duly given in accordance with the provisions of these bylaws and as required by law or the Certificate of Incorporation; be custodian of the corporate records and of the seal of the corporation, and see that the seal of the corporation or a facsimile thereof is affixed to all certificates for shares prior to the issue thereof and to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these bylaws; keep or cause

to be kept a register of the post office address of each stockholder which shall be furnished by such stockholder; sign with the President, or an Executive Vice President, Senior Vice President or Vice President, certificates for shares of the corporation, the issue of which shall have been authorized by resolution of the Board of Directors; have general charge of the stock certificate books, transfer books, stock ledgers and such other books and records of the corporation as the Board of Directors may reasonably direct; and in general, perform all duties normally incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President, the Board of Directors or the Executive Committee (if created).

SECTION 6.10. Treasurer. The Treasurer shall have active control of and shall be responsible for all matters pertaining to the finances of the corporation and shall have the care and custody of all monies, funds and securities of the corporation. The Treasurer shall deposit or cause to be deposited all such funds in and with such depositories as shall be selected in accordance with procedure established by the Board of Directors; shall advise upon all terms of credit granted to the corporation; and shall be responsible for the collection of all its accounts and shall cause to be kept full and accurate accounts of all receipts and disbursements of the corporation. He shall have the power to endorse for deposit or collection or otherwise all checks, drafts, notes, bills of exchange, or the commercial papers payable to the corporation and to give proper receipts or discharges for all payments to the corporation. The Treasurer shall generally perform all the duties usually appertaining to the office of Treasurer of a corporation.

SECTION 6.11. Controller. The Controller shall be the chief accounting officer of the corporation and shall have active control of and shall be responsible for all matters pertaining to the accounts of the corporation. The Controller shall keep complete and accurate records of account, showing accurately at all times the financial condition of the corporation; prepare, or cause to be prepared, for submission at each regular meeting of the Board of Directors, at each annual meeting of the stockholders, and at such other times as may be required by the Board of Directors, the President or the Executive Committee (if created) a statement of the financial condition of the corporation in such detail as may be required; audit all payrolls and vouchers of the corporation and shall direct the manner of certifying the same; shall supervise the manner of keeping all vouchers for payments by the corporation and all other documents relating to such payments; shall receive, audit and consolidate all operating and financial statements of the corporation and its various departments; shall have supervision of the books of account of the corporation, their arrangement, and their classification; shall supervise the account and auditing practices of the corporation; and shall have charge of all matters relating to taxation.

SECTION 6.12. Assistant Secretary or Treasurer. The Assistant Secretaries and Assistant Treasurers shall, in general, perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President, the Board of Directors or the Executive Committee (if created). The Assistant Secretaries and Assistant Treasurers shall, in the absence of the Secretary or Treasurer, respectively, perform all functions and duties which such absent officers may delegate, but such delegation shall not relieve the absent officer from the responsibilities and liabilities of his office. The Assistant Secretaries may sign with the President, or an Executive Vice President, Senior Vice President or Vice President, certificates for shares of the corporation, the issue of which shall have been authorized by a resolution of the Board of Directors. The Assistant Treasurers shall respectively, if required by the Board of

Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE VII

CONTRACTS, CHECKS AND DEPOSITS

SECTION 7.1. Contracts. The Board of Directors may authorize any officer, officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 7.2. Checks, Etc. All checks, demands, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers or such agent or agents of the corporation, and in such manner, as shall be determined by the Board of Directors.

SECTION 7.3. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VIII

CERTIFICATES OF STOCK

SECTION 8.1. Issuance. Each stockholder of this corporation shall be entitled to a certificate or certificates showing the number of shares of stock registered in his name on the books of the corporation. The certificates shall be in such form or forms as comply with the requirements of law and the Certificate of Incorporation and as the Board of Directors shall approve. The certificates shall be issued in numerical order and shall be entered in the books of the corporation as they are issued. Such certificates shall exhibit the holder's name and number of shares and shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. If any certificate is countersigned (1) by a transfer agent other than the corporation or any employee of the corporation, or (2) by a registrar other than the corporation or any employee of the corporation, any other signature on the certificate may be a facsimile. In the event any officer or officers who have signed or whose facsimile signature or signatures have been placed upon such certificate shall have ceased to be such officer or officers before such certificate is issued, it may be adopted and issued by the Corporation with the same effect as if he or they had not ceased to be such officer or officers as of the date of its issuance, and issuance and delivery thereof by the corporation shall constitute adoption thereof by the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class of stock; provided that, except as otherwise provided by statute, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class

of stock or series thereof and the qualifications, limitations or restrictions of such preferences and rights. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in the case of a lost, stolen, destroyed or mutilated certificate a new one may be issued therefor upon such terms and with such indemnity, if any, to the corporation as the Board of Directors may prescribe. Certificates shall not be issued representing fractional shares of stock.

SECTION 8.2. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate or certificates alleged to have been lost, stolen or destroyed, or both.

SECTION 8.3. Transfers. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Transfers of shares shall be made only on the books of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney and filed with the Secretary of the corporation or the Transfer Agent.

SECTION 8.4. Registered Stockholders. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

SECTION 8.5. Transfer Agent and Registrar. The Board of Directors may appoint one or more transfer agents or registrars of the shares, or both, and may require all stock certificates to bear the signature of a transfer agent or registrar or both.

ARTICLE IX

DIVIDENDS

SECTION 9.1. Declaration. Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of capital stock, subject to the provisions of the Certificate of Incorporation.

SECTION 9.2. Reserve. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time

to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

ARTICLE X

MISCELLANEOUS

SECTION 10.1. Seal. The corporate seal shall have inscribed thereon the name of the corporation, and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

SECTION 10.2. Books. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at the Chief Executive Office of the corporation at 14614 Falling Creek Drive, Houston, Texas, or at such other place or places as may be designated from time to time by the Board of Directors.

SECTION 10.3. Endorsement of Stock Certificates. Subject to the specific directions of the Board, any share or shares of stock issued by any other corporation and owned by the corporation (including reacquired shares of the corporation) may, for sale or transfer, be endorsed in the name of the corporation by the President or any Vice-President, and attested or witnessed by the Secretary or any Assistant Secretary either with or without affixing the corporation seal.

SECTION 10.4. Voting of Shares Owned By the Corporation. Unless otherwise ordered by the Board of Directors, the President, the Secretary or the Treasurer, or any of them, shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of stockholders of such other corporation in which the corporation may hold stock. The Board of Directors may confer like powers upon any other person or persons.

SECTION 10.5. Fiscal Year; Accounting Election. The fiscal year of and the method of accounting for the corporation shall be as the Board of Directors shall at any time determine.

ARTICLE XI

AMENDMENT

These bylaws may be altered, amended or repealed at any regular meeting of the Board of Directors without prior notice, or at any special meeting of the Board of Directors if notice of such alteration, amendment or repeal be contained in the notice of such special meeting.

SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY that the foregoing bylaws of Community Health Systems of Texas, Inc. have been duly adopted by resolution of the Board of Directors dated as of the 20th day of July, 1985.

IN WITNESS WHEREOF, the undersigned, duly elected and acting Secretary of the corporation, has signed this Certificate as of the 20th day of July, 1985.

/s/ E. Thomas Chaney
E. Thomas Chaney, Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11:30 AM 06/09/2000
001293987 — 2631063

RESTATED CERTIFICATE OF INCORPORATION

OF

COMMUNITY HEALTH SYSTEMS, INC.

(Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware)

The undersigned, Wayne T. Smith, certifies that he is the President and Chief Executive Officer of Community Health Systems, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and hereby further certify as follows:

- (1) The name of the Corporation is Community Health Systems, Inc. The name under which the Corporation was originally incorporated was FLCH Holdings Corp.
- (2) The Corporation's original certificated of incorporation was filed with the Secretary of the State of Delaware on June 6, 1996.
- (3) This Restated Certificated of Incorporation, which restates, integrates and further amends the certificate of incorporation of the Corporation, was duly adopted in accordance with Sections 228, 242, and 245 of the General Corporation Law of the State of Delaware (the "GCL").
- (4) Pursuant to Section 103(d) of the GCL, this Restated Certificate of Incorporation shall become effective at 8:59 a.m. (Eastern Time) on June 14, 2000 (the "Effective Time").
- (5) The text of the Restated Certificate of Incorporation of the Corporation as further amended hereby is restated to read in its entirety as follows:

FIRST: The name of the Corporation is Community Health Systems, Inc. (the "Corporation")

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle, Delaware 19805. The name of its registered agent at that address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the GCL.

FOURTH: The total number of all shares of all classes of capital stock which the Corporation shall have the authority to issue is 400,000,000 shares, divided into two classes, of which 300,000,000 shares of par value \$.01 per share shall be designated Common Stock, and 100,000,000 shares of par value \$.01 per share shall be designated Preferred Stock. At the Effective Time, the terms of the Class A Common Stock shall be amended pursuant to this

Restated Certificate of Incorporation and the Class A Common Stock shall be subdivided into 119,7588 shares of Common Stock, with a par value of \$.01 per share.

A. Common Stock

1. Dividends. Subject to the preferential rights, if any, of the Preferred Stock, the holders of shares of Common Stock shall be entitled to receive, when and if declared by the Board of Directors, out of the assets of the Corporation which are by law available therefor, dividends payable either in cash, in property, or in shares of Common Stock.

2. Voting Rights. Except as otherwise required by law, or this Restated Certificate of Incorporation, every holder of Common Stock shall be entitled to one vote on each matter properly submitted to the stockholders of the Corporation for their vote, in person or by proxy, for each share of Common Stock standing in such holder's name on the books of the Corporation; provided, however, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Restated Certificate of Incorporation (including any Certificate of Designations relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon by law or pursuant to this Restated Certificate of Incorporation (including any Certificate of Designations relating to any series of Preferred Stock).

B. Preferred Stock

1. Issuance. The Board of Directors of the Corporation is authorized, subject to limitations prescribed by law, to provide for the issuance of shares of the Preferred Stock of the Corporation from time to time in one or more series, each of which series shall have such distinctive designation or title as shall be fixed by the Board of Directors prior to the issuance of any shares thereof. Each such series of Preferred Stock shall have such voting powers, full or limited, or no voting powers, and such preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated in such resolution or resolutions providing for the issue of such series of Preferred Stock as may be adopted from time to time by the Board of Directors prior to the issuance of any shares thereof pursuant to the authority hereby expressly vested in it, all in accordance with the laws of the State of Delaware. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the terms of any Certificate of Designation relating to any series of Preferred Stock.

2. Amendment. Except as may otherwise be required by law or this Restated Certificate of Incorporation, the terms of any series of Preferred Stock may be amended without consent of the holders of any other series of Preferred Stock or of any class of Common Stock of the Corporation.

FIFTH: The business and affairs of the Corporation shall be managed by and under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of

the Corporation and do all such lawful acts and things as are not by statute or this Restated Certificate of Incorporation directed or required to be exercised or done by the stockholders.

A. Number of Directors. Except as otherwise fixed by or pursuant to the provisions of this Restated Certificate of Incorporation relating to the rights of the holders of Preferred Stock to elect directors under specified circumstances, the number of directors shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the then authorized number of directors of the Corporation, whether or not there exists any vacancies in previously authorized directorships, but in no event shall the number of directors be fewer than three. No director need be a stockholder.

B. Classes and Terms of Directors. The directors, other than those who may be elected by the holders of any series of Preferred Stock under specified circumstances, shall be divided into three classes (I, II and III), as nearly equal in number as possible, and no class shall include less than one director. The initial term of office for members of Class I shall expire at the annual meeting of stockholders in 2001; the initial term of office for members of Class II shall expire at the annual meeting of stockholders in 2002; and the initial term of office for members of Class III shall expire at the annual meeting of stockholders in 2003. At each annual meeting of stockholders beginning in 2001, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election, and shall continue to hold office until their respective successors are elected and qualified.

C. Newly-Created Directorships and Vacancies. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or any other cause shall, unless otherwise provided by law or by resolution of the Board of Directors, be filled only by a majority vote of the directors then in office, even if less than a quorum is then in office, or by the sole remaining director, and shall not be filled by stockholders. Directors elected to fill a newly created directorship or other vacancies shall hold office for the remainder of the full term of the class of directors in which the new directorship was created or the vacancy occurred and until such director's successor has been elected and has qualified.

D. Removal of Directors. Subject to the rights of the holders of any series of Preferred Stock then outstanding, the directors or any director may be removed from office at any time, but only for cause, at a meeting called for that purpose, and only by the affirmative vote of the holders of at least a majority of the voting power of all issued and outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

E. Rights of Holders of Preferred Stock. Notwithstanding the foregoing provisions of this Article FIFTH, whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately by series, to elect directors at an annual or special meeting of stockholders, the election, term of office, filling of vacancies and other features of such directorships shall be governed by the rights and preferences of such Preferred Stock as set forth in this Restated Certificate of Incorporation or in the resolution or resolutions

of the Board of Directors relating to the issuance of such Preferred Stock, and such directors so elected shall not be divided into classes pursuant to this Article FIFTH unless expressly provided by such rights and preferences.

F. Written Ballot Not Required. Elections of directors need not to be by written ballot unless the By-laws of the Corporation shall otherwise provide.

G. Advance Notice. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the By-laws of the Corporation.

SIXTH: To the fullest extent permitted under the law of the State of Delaware, including the GCL, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director. Any amendment to or repeal of this Article SIXTH shall not adversely affect any right or protection of any director of the Corporation with respect to any acts or omissions of such director occurring prior to such amendment or repeal. In the event that the GCL is hereafter amended to permit further elimination or limitation of the personal liability of directors, then the liability of a director of the Corporation shall be so eliminated or limited to the fullest extent permitted by the GCL as so amended without further action by either the board of Directors or the stockholders of the Corporation.

SEVENTH: Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any threatened, pending or completed action, suit, arbitration, alternative dispute resolution mechanism, investigation, administrative hearing or any other proceeding, whether civil, criminal, administrative or investigative ("Proceeding"), brought by reason of the fact that such person (the "Indemnitee") is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such Proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as such a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the laws of the State of Delaware in effect on the date hereof; or as such laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, against all expense, liability, losses and claims (including attorney's fees, judgments, fines, excise taxes under the Employee Retirement Income Security Act of 1974, as amended from time to time, penalties and amounts to be paid in settlement) actually incurred or suffered by such indemnitee in connection with such Proceeding.

EIGHT: The Corporation elects not to be governed by Section 203 of the GCL.

NINTH: in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, repeal, alter, amend or rescind the By-laws of the Corporation. In addition, the By-laws of the Corporation may be adopted, repealed, altered, amended or rescinded by the affirmative vote of the holders of at least a majority of the voting power of all of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereon.

TENTH: The Corporation reserves the right to repeal, alter, amend or rescind any provision contained in this Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, Community Health Systems, Inc. has caused this Restated Certificate of Incorporation to be signed by Wayne T. Smith, its President and Chief Executive Officer, on this 9th day of June, 2000.

COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ Wayne T. Smith

Name: Wayne T. Smith

Title: President and Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:47 AM 11/12/2003
FILED 10:01 AM 11/12/2003
SRV 030724195 — 2631063 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is COMMUNITY HEALTH SYSTEMS, INC.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 11-4-03

/s/ Rachel A. Seifert
RACHEL A. SEIFERT
Sr VP/Secretary

AMENDED AND RESTATED BY-LAWS
OF
COMMUNITY HEALTH SYSTEMS, INC.

(hereinafter called the "Corporation")

(As of February 21, 2001)

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the Corporation within the State of Delaware shall be in the City of Wilmington, County of New Castle.

Section 2. Other Offices. The Corporation may also have an office or offices other than said registered office at such place or places, either within or without the State of Delaware, as the Board of Directors shall from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Place of Meetings. All meetings of the stockholders for the election of directors or for any other purpose shall be held at any such time and place, either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. Annual meetings of stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver thereof. At such annual meetings, the stockholders shall elect by a plurality vote the directors standing for election and transact such other business as may properly be brought before the meeting in accordance with these Restated By-Laws.

Section 3. Special Meetings. Special meetings of stockholders, for any purpose or purposes, unless otherwise prescribed by statute may be called by the Board of Directors, the Chairman of the Board of Directors, if one shall have been elected, or the President.

Section 4. Notice of Meetings. Except as otherwise expressly required by statute, notice of each annual and special meeting of stockholders stating the date, place and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each stockholder of record entitled to vote thereat not less than ten nor more than sixty days before the date of the meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice. Notice of any meeting shall not

be required to be given to any person who attends such meeting (except when such person attends the meeting in person or by proxy for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened) or who, either before or after the meeting, shall submit a signed written waiver of notice, in person or by proxy. Neither the business to be transacted at, nor the purpose of, an annual or special meeting of stockholders need be specified in any written waiver of notice.

Section 5. Organization. At each meeting of stockholders, the Chairman of the Board, if one shall have been elected, or, in the event of such person's absence or if one shall not have been elected, the President, shall act as chairman of the meeting. The Secretary or, in the event of such person's absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

Section 6. Conduct of Business. The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seems to him or her in order. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting.

Section 7. Quorum, Adjournments. The holders of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders, except as otherwise provided by statute or by the Restated Certificate of Incorporation. If, however, such quorum shall not be present or represented by proxy at any meeting of stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or, if after adjournment a new record date is set, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. Voting. Except as otherwise provided by statute or the Restated Certificate of Incorporation and these Restated By-Laws, each stockholder of the Corporation shall be entitled at each meeting of stockholders to one vote for each share of capital stock of the Corporation standing in such stockholder's name on the record of stockholders of the Corporation:

(a) on the date fixed pursuant to the provisions of Section 7 of Article V of these Restated By-Laws as the record date for the determination of the stockholders who shall be entitled to notice of and to vote at such meeting; or

(b) if no such record date shall have been so fixed, then at the close of business on the day next preceding the day on which notice thereof shall be given, or, if notice is waived, at the close of business on the date next preceding the day on which the meeting is held.

Each stockholder entitled to vote at any meeting of stockholders may authorize another person or persons to act for such stockholder by a proxy signed by such stockholder or such stockholder's attorney-in-fact, or as otherwise authorized in accordance with the Delaware General Corporation Law, but no proxy shall be voted after three years from its date, unless the proxy provides for a longer period. Any such proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for so delivering such proxies. When a quorum is present at any meeting, the affirmative vote of the holders of a majority of the voting power of the shares of the Corporation which are present in person or represented by proxy at the meeting and entitled to vote thereon, shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute or of the Restated Certificate of Incorporation or of these Restated By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Unless required by statute, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by such stockholder's proxy, if there be such proxy.

Section 9. List of Stockholders Entitled to Vote. At least ten days before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder shall be prepared. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, as required by the Delaware General Corporation Law. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 10. Inspectors. The Board of Directors shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act, the chairman of the meeting shall, or if inspectors shall not have been appointed, the chairman of the meeting may appoint one or more inspectors. Each inspector, before entering upon the discharge of such inspector's duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of such inspector's ability. The inspectors shall determine the number of shares of capital stock of the Corporation outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be stockholders.

Section 11. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided by statute or in the Restated Certificate of Incorporation, any action required to be taken or which may be taken at any annual or special meeting of the stockholders of the Corporation may be taken

without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of any such corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 12. Advance Notice Provisions for Election of Directors. Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election to the Board of Directors may be made at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors, (a) by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (b) by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 12 and on the record date for the determination of stockholders entitled to vote at such meeting and (ii) who complies with the notice procedures set forth in this Section 12.

In addition to any other applicable requirements, for a nomination to be made by a stockholder such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

To be timely, a stockholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation (a) in the case of an annual meeting, not less than 45 or more than 75 days prior to the first anniversary of the date on which the Corporation first mailed its proxy materials for the preceding year's annual meeting of stockholders; provided, however, that if the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 30 days after the anniversary of the preceding year's annual meeting, to be timely, notice by the stockholder must be so delivered not later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made; and (b) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the later of the 90th day prior to such special meeting or the 10th day following the day on which public announcement is first made of the date of the special meeting. For purposes of this Section 12 and Section 13, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

To be in proper written form, a stockholder's notice to the Secretary must set forth (a) as to each person whom the stockholder proposes to nominate for election as a director (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by the person and (iv) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated

thereunder; and (b) as to the stockholder giving the notice (i) the name and record address of such stockholder, (ii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such stockholder, (iii) a description of all arrangements or understandings between such stockholder and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made by such stockholder, (iv) a representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the persons named in its notice and (v) any other information relating to such stockholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to be named as a nominee and to serve as a director if elected.

No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 12. If the Chairman of the meeting determines that a nomination was not made in accordance with the foregoing procedures, the Chairman shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

Section 13. Advance Notice Provisions for Business to be Transacted at Annual Meeting. No business may be transacted at an annual meeting of stockholders, other than business that is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (b) otherwise properly brought before the annual meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (c) otherwise properly brought before the annual meeting by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 13 and on the record date for the determination of stockholders entitled to vote at such annual meeting and (ii) who complies with the notice procedures set forth in this Section 13.

In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

To be timely, a stockholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation not less than 45 or more than 75 days prior to the first anniversary of the date on which the Corporation first mailed its proxy materials for the preceding year's annual meeting of stockholders; provided, however, that if the date of the annual meeting is advanced more than 30 days prior to or delayed by more than 30 days after the anniversary of the preceding year's annual meeting, to be timely notice by the stockholder must be so delivered not later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made.

To be in proper written form, a stockholder's notice to the Secretary must set forth as to each matter such stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such

business at the annual meeting, (ii) the name and record address of such stockholder, (iii) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such stockholder, (iv) a description of all arrangements or understandings between such stockholder and any other person or persons (including their names) in connection with the proposal of such business by such stockholder and any material interest of such stockholder in such business and (v) a representation that such stockholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting.

No business shall be conducted at the annual meeting of stockholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 13. If the Chairman of an annual meeting determines that business was not properly brought before the annual meeting in accordance with the foregoing procedures, the Chairman shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

ARTICLE III DIRECTORS

Section 1. Place of Meetings. Meetings of the Board of Directors shall be held at such place or places, within or without the State of Delaware, as the Board of Directors may from time to time determine or as shall be specified in the notice of any such meeting.

Section 2. Annual Meeting. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such other time or place (within or without the State of Delaware) as shall be specified in a notice thereof given as hereinafter provided in Section 5 of this Article III.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors may fix. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, if one shall have been elected, or by two or more directors of the Corporation or by the President.

Section 5. Notice of Meetings. Notice of regular meetings of the Board of Directors need not be given except as otherwise required by law or these Restated By-Laws. Notice of each special meeting of the Board of Directors for which notice shall be required, shall be given by the Secretary as hereinafter provided in this Section 5, in which notice shall be stated the time and place of the meeting. Except as otherwise required by these By-Laws, such notice need not state the purposes of such meeting. Notice of any special meeting, and of any regular or annual meeting for which notice is required, shall be given to each director at least (a) four hours before

the meeting if by telephone or by being personally delivered or sent by telex, telecopy, or similar means or (b) two days before the meeting if delivered by mail to the director's residence or usual place of business. Such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage prepaid, or when transmitted if sent by telex, telecopy, or similar means. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting. Any director may waive notice of any meeting by a writing signed by the director entitled to the notice and filed with the minutes or corporate records. The attendance at or participation of the director at a meeting shall constitute waiver of notice of such meeting, unless the director at the beginning of the meeting or promptly upon such director's arrival objects to holding the meeting or transacting business at the meeting.

Section 6. Organization. At each meeting of the Board of Directors, the Chairman of the Board, if one shall have been elected, or, in the absence of the Chairman of the Board or if one shall not have been elected, the President (or, in the President's absence, another director chosen by a majority of the directors present) shall act as chairman of the meeting and preside thereat. The Secretary or, in such person's absence, any person appointed by the chairman shall act as secretary of the meeting and keep the minutes thereof.

Section 7. Quorum and Manner of Acting. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and, except as otherwise expressly required by statute or the Restated Certificate of Incorporation or these Restated By-Laws, the affirmative vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of the time and place of any such adjourned meeting shall be given to all of the directors unless such time and place were announced at the meeting at which the adjournment was taken, in which case such notice need only be given to the directors who were not present thereat. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The directors shall act only as a Board and the individual directors shall have no power as such.

Section 8. Action by Consent. Unless restricted by the Restated Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board of Directors or such committee, as the case may be.

Section 9. Telephonic Meeting. Unless restricted by the Restated Certificate of Incorporation, any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation by such means shall constitute presence in person at a meeting.

Section 10. Committees. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, including an executive committee, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence of disqualification of any member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Each such committee, to the extent provided in the resolution creating it, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which require it; provided, however, that no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the Delaware General Corporation Law to be submitted to stockholders for approval or (b) adopting, amending or repealing any by-law of the Corporation. Each such committee shall serve at the pleasure of the Board of Directors and have such name as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors.

Section 11. Fees and Compensation. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement for expenses, as may be fixed or determined by the Board of Directors. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12. Resignations. Any director of the Corporation may resign at any time by giving written notice of such director's resignation to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE IV

OFFICERS

Section I. General. The executive officers of the Corporation shall be chosen by the Board of Directors and shall include a President, one or more Vice Presidents (including Senior, Executive, Group or other classifications of Vice Presidents), a Treasurer and a Secretary. The Board of Directors, in its discretion, may also choose as an officer of the Corporation the Chairman of the Board and any Vice Chairman of the Board. The President shall appoint other officers (including, one or more Vice Presidents, Assistant Secretaries and one or more Assistant Treasurers) as may be necessary or desirable. The officers of the Corporation shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors or, to the extent appointed by the President, the President. The Board of Directors may also delegate to any officer of the Corporation the power to appoint such other officers and to

proscribe their respective duties and powers. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Restated Certificate of Incorporation or these Restated By-Laws. The officers of the Corporation need not be stockholders of the Corporation nor, except in the case of the Chairman of the Board and Vice Chairman of the Board of Directors, need such officers be directors of the Corporation.

Section 2. Term. All officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors, except that any vacancy in any office that have been appointed by the President or any other officer of the Corporation may be filled by the person who has the authority to fill that office.

Section 3. Resignations. Any officer of the Corporation may resign at any time by giving written notice of such officer's resignation to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon receipt. Unless otherwise specified therein, the acceptance of any such resignation shall not be necessary to make it effective.

Section 4. Removal. Any officer may be removed at any time by the Board of Directors with or without cause, except that any officer appointed by the President or any other officer of the Corporation may also be removed at any time by the President or any other officer who had appointed that officer with or without cause.

Section 5. Compensation. The compensation for the five (5) most highly compensated executive officers of the Corporation for their services as such officers shall be fixed from time to time by the Board of Directors. The compensation for all other officers of the Corporation shall be fixed from time to time by the President; compensation for other executive officers shall be in consultation with the Board of Directors. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that such officer is also a director of the Corporation.

Section 6. Chairman of the Board. The Chairman of the Board, if one shall have been elected, shall be a member of the Board, an officer of the Corporation (if the Board of Directors, in its discretion, chooses to make the Chairman of the Board an officer of the Corporation) and, if present, shall preside at each meeting of the Board of Directors or the stockholders. The Chairman of the Board shall advise and counsel with the President, and in the President's absence with other executives of the Corporation, and shall perform such other duties as may from time to time be assigned to the Chairman of the Board by the Board of Directors.

ARTICLE V

STOCK CERTIFICATES AND THEIR TRANSFER

Section 1. Stock Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the Chairman of the Board or a Vice Chairman of the Board or the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by such holder in the Corporation. If the Corporation shall be

authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restriction of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the Delaware General Corporation Law, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 2. Facsimile Signatures. Any or all of the signatures on a certificate may be a facsimile, engraved or printed. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person was such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or the owner's legal representative, to give the Corporation a bond in such sum as it may direct sufficient to indemnify it against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 4. Transfers of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its records; provided, however, that the Corporation shall be entitled to recognize and enforce any lawful restriction on transfer. Whenever any transfer of stock shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of transfer if, when the certificates are presented to the Corporation for transfer, both the transferor and the transferee request the Corporation to do so.

Section 5. Transfer Agents and Registrars. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

Section 6. Regulations. The Board of Directors may make such additional rules and regulations, not inconsistent with these Restated By-Laws, as it may deem expedient concerning the issue, transfer and registration of certificates for shares of stock of the Corporation.

Section 7. Fixing the Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall be not more than 10 days after the date upon which the resolution fixing the record date is adopted. If no record date has been fixed by the Board of Directors and no prior action by the Board of Directors is required by the Delaware General Corporation Law, the record date shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Secretary of the Corporation at the Corporation's principal executive offices. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the Delaware General Corporation Law with respect to the proposed action by written consent of the stockholders, the record date for determining stockholders entitled to consent to corporate action in writing shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 8. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its records as the owner of shares of stock to receive dividends and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares of stock on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. General. Each person who was or is made a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any threatened, pending or completed action, suit, arbitration, alternative dispute resolution mechanism, investigation, administrative hearing or any other proceeding, whether civil, criminal, administrative or investigative ("Proceeding") brought by reason of the fact that such person (the "Indemnitee") is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such Proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as such a director or officer, shall be indemnified and held harmless by the Corporation (unless such Proceeding was brought by or in the right of the Indemnitee without

the prior written approval of the Board of Directors) to the fullest extent permitted by the laws of the State of Delaware in effect on the date hereof or as such laws may from time to time hereafter be amended to increase the scope of such permitted indemnification, against all expenses, liabilities, losses and claims (including attorneys' fees, judgments, fines, excise taxes under the Employee Retirement Income Security Act of 1974, as amended from time to time, penalties and amounts to be paid in settlement) actually incurred or suffered by such Indemnitee in connection with such Proceeding (collectively, "Losses"). Without diminishing the scope of the indemnification provided by this Section 1, the rights of indemnification of an Indemnitee provided hereunder shall include but not be limited to those rights set forth in this Article VI.

Section 2. Derivative Actions. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to or is involved (including, without limitation, as a witness) in any Proceeding brought by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person (also an "Indemnitee") is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, against Losses actually incurred or suffered by the Indemnitee in connection with the defense or settlement of such action or suit if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which Delaware law expressly prohibits such indemnification by reason of an adjudication of liability of the Indemnitee unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 3. Indemnification in Certain Cases. Notwithstanding any other provision of this Article VI, to the extent that an Indemnitee has been wholly successful on the merits or otherwise in any Proceeding referred to in Sections 1 or 2 of this Article VI on any claim, issue or matter therein, the Indemnitee shall be indemnified against Losses actually incurred or suffered by the Indemnitee in connection therewith. If the Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Corporation shall indemnify the Indemnitee, against Losses actually incurred or suffered by the Indemnitee in connection with each successfully resolved claim, issue or matter. In any review or Proceeding to determine such extent of indemnification, the Corporation shall bear the burden of proving any lack of success and which amounts sought in indemnity are allocable to claims, issues or matters which were not successfully resolved. For purposes of this Section 3 and without limitation, the termination of any such claim, issue or matter by dismissal with or without prejudice shall be deemed to be a successful resolution as to such claim, issue or matter.

Section 4. Procedure. (a) Any indemnification under Sections 1 and 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper (except that the right of the Indemnitee to receive payments pursuant to Section 5 of this Article VI shall not be subject to this Section 4) in the circumstances because the Indemnitee has met the applicable

standard of conduct. Such determination shall be made promptly, but in no event later than 60 days after receipt by the Corporation of the Indemnitee's written request for indemnification. The Secretary of the Corporation shall, promptly, upon receipt of the Indemnitee's request for indemnification, advise the Board of Directors that the Indemnitee has made such request for indemnification.

(b) The entitlement of the Indemnitee to indemnification shall be determined, with respect to a person who is a director or officer at the time of such determination, in the specific case (1) by the Board of Directors by a majority vote of the directors who are not parties to such Proceeding (the "Disinterested Directors"), even though less than a quorum, or (2) by a committee of the Disinterested Directors designated by majority vote of the Disinterested Directors, even though less than a quorum, or (3) if there are no Disinterested Directors, or if such Disinterested Directors so direct, by independent legal counsel, or (4) by the stockholders. The entitlement of the Indemnitee to indemnification shall be determined with respect to any person who is not a director or officer at the time of such determination by any means reasonably determined by the Corporation.

(c) In the event the determination of entitlement is to be made by independent legal counsel, such independent legal counsel shall be selected by the Board of Directors and approved by the Indemnitee. Upon failure of the Board of Directors to so select such independent legal counsel or upon failure of the Indemnitee to so approve, such independent legal counsel shall be selected by the American Arbitration Association in New York, New York or such other person as such Association shall designate to make such selection.

(d) If a determination is made pursuant to Section 4(b) of this Article VI that the Indemnitee is not entitled to indemnification to the full extent of the Indemnitee's request, the Indemnitee shall have the right to seek entitlement to indemnification in accordance with the procedures set forth in Section 6 of this Article VI.

(e) If a determination pursuant to Section 4(b) of this Article VI with respect to entitlement to indemnification shall not have been made within 60 days after receipt by the Corporation of such request, the requisite determination of entitlement to indemnification shall be deemed to have been made and the Indemnitee shall be absolutely entitled to such indemnification, absent (i) misrepresentation by the Indemnitee of a material fact in the request for indemnification or (ii) a final judicial determination that all or any part of such indemnification is expressly prohibited by law.

(f) The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, adversely affect the rights of the Indemnitee to indemnification hereunder except as may be specifically provided herein, or create a presumption that the Indemnitee did not act in good faith and in a manner which the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation or create a presumption that (with respect to any criminal action or proceeding) the Indemnitee had reasonable cause to believe that the Indemnitee's conduct was unlawful.

(g) For purposes of any determination of good faith hereunder, the Indemnitee shall be deemed to have acted in good faith if the Indemnitee's action is based on the records or books of

account of the Corporation or an affiliate, including financial statements, or on information supplied to the Indemnitee by the officers of the Corporation or an affiliate in the course of their duties, or on the advice of legal counsel for the Corporation or an affiliate or on information or records given or reports made to the Corporation or an affiliate by an independent certified public accountant or by an appraiser or other expert selected with reasonable care to the Corporation or an affiliate. The Corporation shall have the burden of establishing the absence of good faith. The provisions of this Section 4(g) of this Article VI shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in these Restated By-Laws.

(h) The knowledge and/or actions, or failure to act, of any other director, officer, agent or employee of the Corporation or an affiliate shall not be imputed to the Indemnitee for purposes of determining the right to indemnification under these Restated By-Laws.

Section 5. Advances for Expenses and Costs. All expenses (including attorneys fees) incurred by or on behalf of the Indemnitee (or reasonably expected by the Indemnitee to be incurred by the Indemnitee within three months) in connection with any Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding within twenty days after the receipt by the Corporation of a statement or statements from the Indemnitee requesting from time to time such advance or advances whether or not a determination to indemnify has been made under Section 4 of this Article VI. The Indemnitee's entitlement to such advancement of expenses shall include those incurred in connection with any Proceeding by the Indemnitee seeking an adjudication or award in arbitration pursuant to these By-Laws. The financial ability of an Indemnitee to repay an advance shall not be a prerequisite to the making of such advance. Such statement or statements shall reasonably evidence such expenses incurred (or reasonably expected to be incurred) by the Indemnitee in connection therewith and shall include or be accompanied by a written undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified therefor pursuant to the terms of this Article VI.

Section 6. Remedies in Cases of Determination not to Indemnify or to Advance Expenses. (a) In the event that (i) a determination is made that the Indemnitee is not entitled to indemnification hereunder, (ii) advances are not made pursuant to Section 5 of this Article VI or (iii) payment has not been timely made following a determination of entitlement to indemnification pursuant to Section 4 of this Article VI, the Indemnitee shall be entitled to seek a final adjudication either through an arbitration proceeding or in an appropriate court of the State of Delaware or any other court of competent jurisdiction of the Indemnitee's entitlement to such indemnification or advance.

(b) In the event a determination has been made in accordance with the procedures set forth in Section 4 of this Article VI, in whole or in part, that the Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration referred to in paragraph (a) of this Section 6 shall be de novo and the Indemnitee shall not be prejudiced by reason of any such prior determination that the Indemnitee is not entitled to indemnification, and the Corporation shall bear the burdens of proof specified in Sections 3 and 4 of this Article VI in such proceeding.

(c) If a determination is made or deemed to have been made pursuant to the terms of Sections 4 or 6 of this Article VI that the Indemnitee is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding or arbitration in the absence of (i) a misrepresentation of a material fact by the Indemnitee or (ii) a final judicial determination that all or any part of such indemnification is expressly prohibited by law.

(d) To the extent deemed appropriate by the court, interest shall be paid by the Corporation to the Indemnitee at a reasonable interest rate for amounts which the Corporation indemnifies or is obliged to indemnify the Indemnitee for the period commencing with the date on which the Indemnitee requested indemnification (or reimbursement or advancement of expenses) and ending with the date on which such payment is made to the Indemnitee by the Corporation.

Section 7. Rights Non-Exclusive. The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any law, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 8. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article VI.

Section 9. Definition of Corporation. For purposes of this Article VI, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, shall stand in the same position under this Article VI with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

Section 10. Other Definitions. For purposes of this Article VI, references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee

benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this Article VI.

Section 11. Survival of Rights. The indemnification and advancement of expenses provided by, or granted pursuant to this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. No amendment, alteration, rescission or replacement of these By-Laws or any provision hereof shall be effective as to an Indemnitee with respect to any action taken or omitted by such Indemnitee in Indemnitee’s position with the Corporation or any other entity which the Indemnitee is or was serving at the request of the Corporation prior to such amendment, alteration, rescission or replacement.

Section 12. Indemnification of Employees and Agents of the Corporation. The Corporation may, by action of the Board of Directors from time to time, grant rights to indemnification and advancement of expenses to employees and agents of the Corporation with the same scope and effect as the provisions of this Article VI with respect to the indemnification of directors and officers of the Corporation.

Section 13. Savings Clause. If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each person entitled to indemnification under the first paragraph of this Article VI as to all losses actually and reasonably incurred or suffered by such person and for which indemnification is available to such person pursuant to this Article VI to the full extent permitted by any applicable portion of this Article VI that shall not have been invalidated and to the full extent permitted by applicable law.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends. Subject to the provisions of statute and the Restated Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting. Dividends may be paid in cash, in property or in shares of stock of the Corporation, unless otherwise provided by statute or the Restated Certificate of Incorporation.

Section 2. Reserves. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors may, from time to time, in its absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors may think conducive to the interests of the Corporation. The Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Seal. The seal of the Corporation shall be in such form as shall be approved by the Board of Directors.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be December 31 and may be changed by resolution of the Board of Directors.

Section 5. Checks, Notes, Drafts, Etc. All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

Section 6. Execution of Contracts, Deeds, Etc. The Board of Directors may authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

Section 7. Voting of Stock in Other Corporations. Unless otherwise provided by resolution of the Board of Directors, the Chairman of the Board or the President, from time to time, may (or may appoint one or more attorneys or agents to) cast the votes which the Corporation may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose shares or securities may be held by the Corporation, at meetings of the holders of the shares or other securities of such other corporation. In the event one or more attorneys or agents are appointed, the Chairman of the Board or the President may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent. The Chairman of the Board or the President may, or may instruct the attorneys or agents appointed to, execute or cause to be executed in the name and on behalf of the Corporation and under its seal or otherwise, such written proxies, consents, waivers or other instruments as may be necessary or proper in the circumstances.

ARTICLE VIII

AMENDMENTS

These Restated By-Laws may be repealed, altered, amended or rescinded in whole or in part, or new By-Laws may be adopted by either the affirmative vote of the holders of at least a majority of the voting power of all of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereon or by the Board of Directors.

Adopted by resolution of
the Board of Directors on
February 21, 2001

/s/ Rachel A. Seifert

Name: Rachel A. Seifert, Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 07/23/1996
960213598 — 2642129

CERTIFICATE OF INCORPORATION
OF
COMMUNITY LP CORP.

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Delaware General Corporation Law, as amended, hereby adopts the following Certificate of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Community LP Corp.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Delaware General Corporation Law, as amended (the "Delaware General Corporation Law").

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of \$.01 par value per share common stock.

ARTICLE FIVE

The street address of its initial registered office is 1013 Centre Road, Wilmington, New Castle County, Delaware and the name of its initial registered agent at such address is Corporation Service Company.

ARTICLE SIX

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE SEVEN

The name and address of the incorporator is:

Robin J. Payton
414 Union Street, Suite 1600
Nashville, TN 37219

ARTICLE EIGHT

To the fullest extent permitted by Delaware law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derives an improper personal benefit. If the Delaware General Corporation Law is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE NINE

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) of this Article Nine with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware

General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an 'undertaking'), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Delaware General Corporation Law with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE TEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 22nd day of July, 1996.

/s/ Robin J. Payton

Name: Robin J. Payton, Incorporator

414 Union Street

Suite 1600

Nashville, TN 37219

State of Delaware

Secretary of State

Division of Corporations

Delivered 11:48 AM 11/12/2003

FILED 10:04 AM 11/12/2003

SRV 030724223 — 2642129 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is

COMMUNITY LP CORP.

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.

3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.

4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 11-4-03

/s/ Robin Keck

Name: Robin Keck, Assistant Secretary

BYLAWS OF
COMMUNITY LP CORP.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having, not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Delaware or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall

be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its

members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the

corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law (the "Delaware Law"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal

representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware Law requires, an advancement of expenses incurred by an indemnitee shall be made

only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Law. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware Law, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance

herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 23rd day of July, 1996.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 07/16/1998
981276485 — 2921444

ARTICLES OF INCORPORATION
OF
FALLBROOK HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Delaware General Corporation Law (the "Delaware Code"), as amended, hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the Corporation is Fallbrook Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware Code.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:

the Corporation Service Company
1013 Centre Road
County of New Castle
Wilmington, DE 19805

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Virginia D. Lancaster
Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE VIII

To the fullest extent permitted by Delaware law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware Code or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a

proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that if the Delaware Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Code. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Delaware Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the

provisions of this Article or as otherwise permitted under the Delaware Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of July, 1998.

/s/ Virginia D. Lancaster
Virginia D. Lancaster, Incorporator

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is: FALLBROOK HOSPITAL CORPORATION
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 10-31-03.

/s/ Sherry Connelly
Sherry Connelly, Asst Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:46 AM 11/12/2003
FILED 09:44 AM 11/12/2003
SRV 030724043 — 2921444 FILE

BYLAWS OF
FALLBROOK HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Delaware or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an “indemnitee”) who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney’s fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 16th day of July, 1998.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03.00 P11 04/24/1995
950090179 — 924764

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
HALLMARK HEALTHCARE CORPORATION

ORIGINALLY INCORPORATED AS
NATIONAL HEALTHCARE, INC.,
ON OCTOBER 20, 1981

Hallmark Healthcare Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY THAT:

I. The current name of the corporation is Hallmark Healthcare Corporation.

II. The amendment and restatement of the corporation's Certificate of Incorporation as set forth in Section IV below has been duly approved and adopted in accordance with the provisions of Section 242 and 245 of the General Corporation Law of the State of Delaware.

III. The provisions set forth below supersede the corporation's original Certificate of Incorporation, all amendments thereto and all restatements thereof and constitute the Amended and Restated Certificate of Incorporation of the Corporation.

FIRST: The name of the corporation (the "Corporation") is Hallmark Healthcare Corporation.

SECOND: The address of the Corporation's registered office in the State of Delaware is 1013 Centre Road, County of New Castle, City of Wilmington, Delaware 19805. The name of the Corporation's registered agent at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares which the Corporation shall have authority to issue is Ten Thousand (10,000) shares of Common Stock, par value five cents (\$.05) per share.

FIFTH: Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the Corporation.

SIXTH: To the full extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws presently or hereafter in effect, no director of the Corporation shall be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any repeal or modification of this Article Sixth shall not adversely affect any right or protection of a director of the Corporation existing immediately prior to such repeal or modification.

SEVENTH: Each person who is or was or has agreed to become a director or officer of the Corporation, or each such person who is or was serving or who has agreed to serve at the request of the Board of Directors or an officer of the Corporation as an employee or agent of the Corporation or as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators, or estate of such person), shall be indemnified by the Corporation to the full extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws as presently or hereafter in effect. Without limiting the generality or the effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article. Any repeal or modification of this Article Seventh shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

EIGHTH: In furtherance and not in limitation of the rights, powers, privileges and discretionary authority granted or conferred by the General Corporation Law of the State of Delaware or other statutes or laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend or repeal the by-laws of the Corporation, without any action on the part of the stockholders, but the stockholders may make additional by-laws and may alter, amend or repeal any by-law whether adopted by them or otherwise. The Corporation may in its by-laws confer powers upon its Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board of Directors by applicable law.

NINTH: The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in the Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed herein or by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to this reservation.

TENTH: The term of each director serving on the date hereof shall expire on the date of the next annual meeting of stockholders of the Corporation at which his successor is elected and qualified or upon his earlier death, resignation or removal.

IN WITNESS WHEREOF, the corporation has caused this Amended and Restated Certificate of Incorporation to be signed by Deborah G. Moffett, its Vice President and Treasurer, and attested by Linda K. Parsons, its Secretary, this 13th day of April, 1995.

HALLMARK HEALTHCARE CORPORATION

/s/Deborah G. Moffett

Name: Deborah G. Moffett, Vice President and Treasurer

ATTEST:

/s/ Linda K. Parsons

Name: Linda K. Parsons, Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 03/26/2001
010146850 — 0924 764

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

The Board of Directors of HALLMARK HEALTHCARE CORPORATION , a Corporation of Delaware, on March 27, 2001, do hereby resolve and order that the location of the Registered °face of this Corporation within this State be, and the same hereby is 15 North Street, in the City of Dover, County of Kent Zip Code 19901.

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is NATIONWIDE INFORMATION SERVICES, INC.

HALLMARK ILEALTHCARE CORPORATION, a Corporation of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting hold as heroin stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be executed by its duly authorized oficer on March 27, 2001.

/s/ Gregg Hamerschlag
Name: Gregg Hamerschlag,
Title: Director

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02 : 30 PM 03/03/2003
030139125 — 0924764

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

HALLMARK HEALTHCARE CORPORATION

It is hereby certified that:

1. The name of the corporation (hereinafter called the “corporation”) is HALLMARK HEALTHCARE CORPORATION.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.
3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.
4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on March 3, 2003.

/s/ Sherry Connelly

Name: Sherry Connelly, Assistant Secretary

DE BC D:COA CERTIFICATE OF CHANGE 09/00 (#I63)

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the 'Corporation")

HALLMARK HEALTHCARE CORPORATION

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on October 22, 2003

/s/ Kimberly A. Wright

Name: Kimberly A. Wright, Asst. Sec.

State of Delaware

Secretary of State

Division of Corporations

Delivered 07:58 PM 11/05/2003

FILED 07:56 PM 11/05/2003

SRV 030712499 — 0924764 FILE

HALLMARK HEALTHCARE CORPORATION

BY-LAWS

Adopted April 13, 1995

HALLMARK HEALTHCARE CORPORATION

ARTICLE I

MEETINGS OF STOCKHOLDERS

Section 1. Time and Place of Meetings. All meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, within or without the State of Delaware, as may be designated by the Board of Directors, or by the Chairman of the Board, the President or the Secretary in the absence of a designation by the Board of Directors, and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meeting. An annual meeting of the stockholders shall be held at such date, place and time as shall be designated from time to time by resolution of the Board of Directors, at which meeting the stockholders shall elect by a plurality vote the directors to succeed those whose terms expire and shall transact such other business as may properly be brought before the meeting.

Section 3. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by law or by the Certificate of Incorporation, as amended or restated from time to time, may be called at any time by the Board of Directors, or by a majority of the members of the Board of Directors or by a committee of the Board of Directors which has been duly designated by the Board of Directors and whose powers and authority, as provided in a resolution of the Board of Directors or in these by-laws, includes the power to call such meetings, but such special meetings may not be called by any other person or persons.

Section 4. Notice of Meetings. Written notice of every meeting of the stockholders, stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting, except as otherwise provided herein or by law. When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, written notice of the place, date and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 5. Quorum. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by law or by the Certificate of Incorporation. If, however, such quorum shall not be present or represented at any

meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 6. Voting. Except as otherwise provided by law or by the Certificate of Incorporation, each stockholder shall be entitled at every meeting of the stockholders to one vote for each share of stock having voting power standing in the name of such stockholder on the books of the Corporation on the record date for the meeting and such votes may be cast either in person or by written proxy. Every proxy must be duly executed and filed with the Secretary of the Corporation. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation. The vote upon any question brought before a meeting of the stockholders may be by voice vote, unless the holders of a majority of the outstanding shares of all classes of stock entitled to vote thereon present in person or by proxy at such meeting shall so determine. Every vote taken by written ballot shall be counted by one or more inspectors of election appointed by the Board of Directors. When a quorum is present at any meeting, the vote of the holders of a majority of the stock shall decide any question properly brought before such meeting, unless the question is one upon which by express provision of law, the Certificate of Incorporation or these by-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

ARTICLE II DIRECTORS

Section 1. Powers. The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

Section 2. Number of Directors and Term of Office. The Board of Directors shall consist of one or more members. The number of directors shall be fixed by resolution of the Board of Directors or by the stockholders at the annual meeting or a special meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified, except as required by law. Any decrease in the authorized number of directors shall not be effective until the expiration of the term of the directors then in office, unless, at the time of such decrease, there shall be vacancies on the Board which are being eliminated by such decrease.

Section 3. Vacancies or New Directorships. Vacancies and newly created directorships resulting from any increase in the authorized number of directors which occur between annual meetings of the stockholders may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so elected shall hold office until the next annual meeting of stockholders and until their successors are elected and qualified, except as required by law.

Section 4. Regular Meetings. Regular meetings of the Board of Directors may be held without notice immediately after the annual meeting of the stockholders and at such other time and place as shall from time to time be determined by the Board of Directors.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or the President on one day's written notice to each director by whom such notice is not waived, given either personally or by mail or telegram.

Section 6. Quorum. Except as otherwise provided in these by-laws, at all meetings of the Board of Directors, a majority of the total number of directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time to another place, time or date, without notice other than announcement at the meeting, until a quorum shall be present.

Section 7. Written Action. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes or proceedings of the Board of Directors or committee.

Section 8. Participation in Meetings by Conference Telephone. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any such committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 9. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation and each to have such lawfully delegable powers and duties as the Board may confer. Each such committee shall serve at the pleasure of the Board of Directors. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Except as otherwise provided by law, any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all of the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorized the seal of the Corporation to be affixed to all papers which may require it. Any committee or committees so designated by the Board of Directors shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Unless otherwise prescribed by the Board of Directors, a majority of the members of the committee shall constitute a quorum for the transaction of business, and the act of a majority of the members present at a meeting at which there is a quorum shall be the act of such committee. Each committee shall prescribe its own rules for calling and holding meetings and its method of procedure, subject to any rules prescribed by the Board of Directors, and shall keep a written record of all actions taken by it.

Section 10. Compensation. The Board of Directors may establish such compensation for, and reimbursement of the expenses of, directors for attendance at meetings of the Board of Directors or committees, or for other services by directors to the Corporation, as the Board of Directors may determine.

Section 11. Rules. The Board of Directors may adopt such special rules and regulations for the conduct of their meetings and the management of the affairs of the Corporation as they may deem proper, not inconsistent with law or these by-laws.

ARTICLE III

NOTICES

Section 1. Generally. Whenever by law or under the provisions of the Certificate of Incorporation or these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram, telephone or facsimile transmission.

Section 2. Waivers. Whenever any notice is required to be given by law or under the provisions of the Certificate of Incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE IV

OFFICERS

Section 1. Generally. The officers of the Corporation shall be elected by the Board of Directors and shall consist of a President, a Secretary, and a Treasurer. The Board of Directors may also choose any or all of the following: a Chairman of the Board, one or more Vice Presidents, a Controller, a General Counsel, and one or more Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person.

Section 2. Compensation. The compensation of all officers and agents of the Corporation who are also directors of the Corporation shall be fixed by the Board of Directors or a committee thereof designated by the Board of Directors. The Board of Directors may delegate the power to fix the compensation of other officers and agents of the Corporation to an officer of the Corporation.

Section 3. Succession. The officers of the Corporation shall hold office until their successors are elected and qualified. Any officer elected or appointed by the Board of Directors may be

removed at any time by the affirmative vote of a majority of the directors. Any vacancy occurring in any office of the Corporation may be filled by the Board of Directors.

Section 4. Authority and Duties. Each of the officers of the Corporation shall have such authority and shall perform such duties as are stated in these by-laws and as may be specified from time to time by the Board of Directors in a resolution which is not inconsistent with these by-laws.

Section 5. Chairman. The Chairman of the Board, if one be chosen, shall preside at all meetings of the stockholders and of the Board of Directors and he shall have such other duties and responsibilities as may be assigned to him by the Board of Directors. The Chairman may delegate to any qualified person authority to chair any meeting of the stockholders, either on a temporary or a permanent basis.

Section 6. President. The President shall be responsible for the active management and direction of the business and affairs of the Corporation. In case no Chairman of the Board is chosen, or of the inability or failure of the Chairman to perform the duties of that office, the President shall perform the duties of the Chairman.

Section 7. Execution of Documents and Action with Respect to Securities of Other Corporations. The President shall have and is hereby given, full power and authority, except as otherwise required by law or directed by the Board of Directors, (a) to execute, on behalf of the Corporation, all duly authorized contracts, agreements, deeds, conveyances or other obligations of the Corporation, applications, consents, proxies and other powers of attorney, and other documents and instruments, and (b) to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of stockholders (or with respect to any action of such stockholders) of any other corporation in which the Corporation may hold securities and otherwise to exercise any and all rights and powers which the Corporation may possess by reason of its ownership of securities of such other corporation. In addition, the President may delegate to other officers, employees and agents of the Corporation the power and authority to take any action which the President is authorized to take under this Section 7, with such limitations as the President may specify; such authority so delegated by the President shall not be re-delegated by the person to whom such execution authority has been delegated.

Section 8. Vice Presidents. Each Vice President, however titled, shall perform such duties and services and shall have such authority and responsibilities as shall be assigned to or required from time to time by the Board of Directors or the President.

Section 9. Secretary and Assistant Secretaries. (A) The Secretary shall attend all meetings of the stockholders and all meetings of the Board of Directors and record all proceedings of the meetings of the stockholders and of the Board of Directors and shall perform like duties for the standing committees when required by the Board of Directors or the President. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and meetings of the Board of Directors. The Secretary shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary shall have charge of the seal of the Corporation and authority to affix the seal to any instrument. The Secretary or any Assistant Secretary may attest to the corporate seal by handwritten or facsimile signature. The Secretary shall keep and account for all books, documents, papers and records of the Corporation except

those for which some other officer or agent has been designated or is otherwise properly accountable. The Secretary shall have authority to sign stock certificates.

(B) Assistant Secretaries, in the order of their seniority, shall assist the Secretary and, if the Secretary is unavailable or fails to act, perform the duties and exercise the authorities of the Secretary.

Section 10. Treasurer and Assistant Treasurers. (A) The Treasurer shall have the custody of the funds and securities belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Treasurer with the prior approval of the Board of Directors or the President. The Treasurer shall disburse the funds and pledge the credit of the Corporation as may be directed by the Board of Directors and shall render to the Board of Directors and the President, as and when required by them, or any of them, an account of all transactions by the Treasurer.

(B) Assistant Treasurers, in the order of their seniority, shall assist the Treasurer and, if the Treasurer is unable or fails to act, perform the duties and exercise the powers of the Treasurer.

Section 11. Controller. The Controller shall be the chief accounting officer of the Corporation. The Controller shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation in accordance with accepted accounting methods and procedures. The Controller shall initiate periodic audits of the accounting records, methods and systems of the Corporation. The Controller shall render to the Board of Directors and the President, as and when required by them, or any of them, a statement of the financial condition of the Corporation. In case no Controller is chosen, or of the inability or failure of the Controller to perform the duties of that office, the Treasurer shall perform the duties of the Controller.

Section 12. General Counsel. The General Counsel shall be the chief legal officer of the Corporation. The General Counsel shall provide legal counsel and advice to the Board of Directors and to the officers with respect to compliance with applicable laws and regulations. The General Counsel shall also provide or obtain legal representation of the Corporation in proceedings by or against the Corporation. The General Counsel shall render to the Board of Directors and the President, as and when required by them, or any of them, a report on the status of claims against, and pending litigation matters relating to, the Corporation.

ARTICLE V

STOCK

Section 1. Certificates. Certificates representing shares of stock of the Corporation shall be in such form as shall be determined by the Board of Directors, subject to applicable legal requirements. Such certificates shall be numbered and their issuance recorded in the books of the Corporation, and such certificate shall exhibit the holder's name and the number of shares and shall be signed by, or in the name of the Corporation by, the Chairman of the Board or the President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer of the Corporation and shall bear the corporate seal. Any or all of the signatures and the seal of the Corporation, if any, upon such certificates may be facsimiles, engraved or printed.

Section 2. Transfer. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue, or to cause its transfer agent to issue, a new certificate and record the transaction upon its books.

Section 3. Lost, Stolen or Destroyed Certificates. The Secretary may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact, satisfactory to the Secretary, by the person claiming the certificate of stock to be lost, stolen or destroyed. As a condition precedent to the issuance of a new certificate or certificates the Secretary may require the owner of such lost, stolen or destroyed certificate or certificates to give the Corporation a bond in such sum and with such surety or sureties as the Secretary may direct as indemnity against any claims that be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed or the issuance of the new certificate.

Section 4. Record Date. (A) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

(B) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(C) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be fixed from time to time by the Board of Directors.

Section 2. Corporate Seal. The Board of Directors may adopt a corporate seal and use the same by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 3. Reliance upon Books, Reports and Records. Each director, each member of a committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the director, committee member or officer believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 4. Time Periods. In applying any provision of these by-laws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded and the day of the event shall be included.

Section 5. Dividends. The Board of Directors may from to time declare and the Corporation may pay dividends upon its outstanding shares of capital stock, in the manner and upon the terms and conditions provided by law and the Certificate of Incorporation.

ARTICLE VII AMENDMENTS

Section 1. Amendments. These by-laws, or any of them, may be altered, amended or repealed, or new by-laws may be adopted, by the stockholders or by the Board of Directors. Any by-laws made or altered by the stockholders of the Corporation may be altered or repealed by the Board of Directors.

CERTIFICATE OF ADOPTION OF

I, Linda K. Parsons, the Secretary for the Corporation, hereby certify that the Board of Directors and Stockholders of the Corporation have adopted the foregoing amended and restated bylaws as the By-Laws of the Corporation.

Executed this 13th day of April, 1995.

/s/ Linda K. Parsons
Linda K. Parsons
Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 12/10/1992
722345130 — 2318485

CERTIFICATE OF INCORPORATION

OF

HOSPITAL OF BARSTOW, INC.

ARTICLE I

The name of the Corporation is Hospital of Barstow, Inc.

ARTICLE II

The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:

The Corporation Trust Company 1209 Orange Street
County of New Castle
Wilmington, Delaware 19801

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware (the "Delaware Code").

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is One Thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The name and mailing address of the incorporator is:

John E. Gillmor
Boult, Cummings, Conners & Berry
414 Union Street, Suite 1200
Nashville, Tennessee 37219-1777

ARTICLE VI

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware Code or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VIII

A. RIGHTS TO INDEMNIFICATION. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. RIGHT OF INDEMNITEE TO BRING SUIT. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Delaware Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct, or in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement' of expenses, shall be on the Corporation.

C. NON-EXCLUSIVITY OF RIGHTS. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. INSURANCE. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Code.

E. INDEMNITY OF EMPLOYEES AND AGENTS OF THE CORPORATION. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Delaware Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE IX

The Board of Directors of the Corporation shall have the power to adopt and amend the Bylaws of the Corporation.

/s/ John E. Gillmor
Name: John E. Gillmor, Incorporator

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/23/1994
944179295 — 2316485

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED
OFFICE AND REGISTERED AGENT
OF

HOSPITAL OF BARSTOW, INC.

The Board of Directors of:

HOSPITAL OF BARSTOW, INC.

a Corporation of the State of Delaware, on this 19th day of September, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is: CORPORATION SERVICE COMPANY.

HOSPITAL OF BARSTOW, INC.

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by its duly authorized Assistant this 19th day of September A.D. 1994.

/s/ Sara Martin-Michel
Authorized Officer

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is: HOSPITAL OF BARSTOW, INC.

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 10-31-03.

/s/ Sherry Connelly

Name: Sherry Connelly, Asst. Secretary

State of Delaware

Secretary of State

Division of Corporations

Delivered 11:49 AM 11/12/2003

FILED 10:07 AM 11/12/2003

SRV 030724244 — 2318485 FILE

BYLAWS
OF
HOSPITAL OF BARSTOW, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware:

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of Shareholders of the corporation shall be held within ninety (90) days of the fiscal year end of the corporation, as selected by the Board of Directors, or on such other date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At such meeting, the Shareholders shall elect Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the Shareholders for any purpose whatsoever may be called at any time by the President, the Board of Directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of Shareholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the Shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the certificate of incorporation, each holder of record of shares of stock of the Corporation having voting power

shall be entitled at each meeting of the Shareholders to one vote for every share of such stock standing in his or her name on the record books of Shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the Board of Directors for the determination of Shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of Shareholders, a complete list of the Shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each Shareholder and the number of voting shares held by each Shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any Shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any Shareholder. The original stock transfer books shall be prima facie evidence as to who are the Shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Shareholder action may be taken by a consent in writing, setting forth the action so taken, signed by the holders of stock having not less than the minimum number of votes necessary to authorize or take such action at a meeting, provided that prompt notice must be given to all Shareholders who have not so consented.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its Board of Directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the certificate of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of members that shall constitute the entire Board of Directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Delaware or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The Directors shall be elected annually by the Shareholders, except as provided in Section 3.4 of these bylaws. Each Director shall hold office until the next succeeding annual meeting of Shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The Board of Directors may, by resolution, appoint one of its members as chairman to preside over meetings of the Board of Directors. The position of chairman of the Board of Directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining

Directors, although less than a quorum of the Board of Directors. Such vacancy may also be filled by affirmative vote of the majority of the Shareholders. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any Director may resign from office at any time by delivering a written resignation to the Secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the Secretary.

Section 3.6 Removal of Directors. Any Director may be removed with or without cause at any time by the Shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the Board of Directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places as may be designated from time to time as may be determined by the Board of Directors.

Section 3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director on twenty-four (24) hours notice to each Director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the act or a majority of the Directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The Board of Directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the Directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the Shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the Shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The Board of Directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The Board of Directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as Directors and as members of committees of the Board of Directors. The Board of Directors shall also have power in its discretion to provide for and to pay to Directors rendering services to the corporation not ordinarily rendered by Directors as such, special compensation appropriate to the value of such services as determined by the Board of Directors from time to time. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the Board of Directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The Board of Directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the Board of Directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to Directors or Shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the Directors or Shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the certificate of incorporation, or these bylaws, notice is required to be given to any Shareholder, Director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, Directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a President and a Secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. Any two or more offices may be held by the same person. No officer need be a Shareholder or a Director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the Board of Directors.

Section 5.3 Removal and Resignation. Any officer appointed by the Board of Directors may be removed by the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the Board of Directors. The Board of Directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the Board of Directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a Director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the Board of Directors in conformity with law and the certificate of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the certificate of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the certificate of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The Board of Directors or the President of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new

certificate the Board of Directors or the President may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the certificate of incorporation, may be declared by the Board of Directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the Board of Directors; provided, that if such fiscal year is not fixed by the Board of Directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or

places as may from time to time be designated by the Board of Directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the Board of Directors. If the Board of Directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the Board of Directors, the President or the Secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of Shareholders of such other corporation in which the corporation may hold stock. The Board of Directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the Board of Directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a Director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be

paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its Shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its Shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of Shareholders or by disinterested Directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The undersigned officer of the corporation hereby confirms that the above bylaws were duly adopted as the bylaws of the corporation as of the 11th day of December, 1992.

/s/ Linda K. Parsons

Name: Linda K. Parsons, Secretary

CERTIFICATE OF INCORPORATION
OF
LANCASTER HOSPITAL CORPORATION

ARTICLE I

The name of the Corporation is Lancaster Hospital Corporation.

ARTICLE II

The address of the registered office of the Corporation in this State, and the name of its registered agent at such address is:

Corporation Service Company
1013 Centre Road
County of New Castle
Wilmington, Delaware 19805

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware (the "Delaware Code").

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is One Thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The name and mailing address of the incorporator is:

Robin J. Payton
Boult, Cummings, Conners & Berry
414 Union Street, Suite 1600
Nashville, Davidson County, TN 37219

ARTICLE VI

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or

omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware Code or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VIII

A. RIGHTS TO INDEMNIFICATION. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. RIGHT OF INDEMNITEE TO BRING SUIT. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit

against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Delaware Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct, or in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. NON-EXCLUSIVITY The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. INSURANCE. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Code.

E. INDEMNITY OF EMPLOYEES AND AGENTS OF THE CORPORATION. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Delaware Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE IX

The Board of Directors of the Corporation shall have the power to adopt and amend the Bylaws of the Corporation.

/s/ Robin J. Payton

Name: Robin J. Payton, Incorporator

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is: Lancaster Hospital Corporation
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on. 10-13-03

/s/ Sherry Connelly

Name: Sherry Connelly, Asst. Secretary

State of Delaware

Secretary of State

Division of Corporations

Delivered 10:46 AM 11/12/2003

FILED 09:46 AM 11/12/2003

SRV 030724048 — 2436981 FILE

BYLAWS OF
LANCASTER HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Delaware or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled

by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware Corporation Law (the "Delaware Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The undersigned officer of the corporation hereby confirms that the above bylaws were duly adopted as the bylaws of the corporation as of the 4th day of October, 1994.

/s/ James K. Davis

Name: James K. Davis, President

CERTIFICATE OF INCORPORATION

OF

NATIONAL HEALTHCARE OF CLEVELAND, INC.

1. The name of the corporation is NATIONAL HEALTHCARE OF CLEVELAND, INC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) common and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).
- 5A. The name and mailing address of each incorporator is as follows:

D. A. Hampton

Mailing Address
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

K. Bowman

Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

S. J. Queppet

Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

- 5B. The name and mailing address of each person, who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

Stephen L. Phelps

Mailing Address
444 North Oates Street
Dothan, Alabama 36303

6. The corporation is to have perpetual existence.
 7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.
-

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 11th day of June, 1986.

/s/ D.A. Hampton
D.A. Hampton

/s/ K. Bowman
K. Bowman

/s/ S.J. Queppet
S.J. Queppet

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/01/1994
944209848 — 2093362

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED
OFFICE AND REGISTERED AGENT
OF

NATIONAL HEALTHCARE OF CLEVELAND, INC.

The Board of Directors of:

NATIONAL HEALTHCARE OF CLEVELAND, INC.

a Corporation of the State of Delaware, on this 25th day of

October, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is; 1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is: CORPORATION SERVICE COMPANY.

NATIONAL HEALTHCARE OF CLEVELAND, INC.

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this

Certificate to be signed by Sara Martin-Michels, Assistant Secretary this 25th day of October A.D. 1994.

/s/ Sara Martin Michels
Sara Martin Michels
Authorized Officer

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is

NATIONAL HEALTHCARE OF CLEVELAND, INC.

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.

3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.

4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on October 23, 2003.

/s/ Kimberly A. Wright
Kimberly A. Wright

State of Delaware
Secretary of State

Division of Corporations
Delivered 07:57 PM 11/05/2003
FILED 07:48 PM 11/05/2003
SRV030712494-2093362 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:31 PM 10/19/2006
FILED 06:31 PM 10/19/2006
SW060963082 — 2093362 FILE

CERTIFICATE OF MERGER
OF

OCOEE HOSPITAL CORPORATION,
A TENNESSEE CORPORATION,
WITH AND INTO
NATIONAL HEALTHCARE OF CLEVELAND, INC.,
A DELAWARE CORPORATION

The undersigned corporation, organized and existing under and by virtue of the Delaware General Corporation Law, DOES HEREBY CERTIFY:

FIRST: That the name and state of domicile of each of the constituent entities of the merger are as follows: Ocoee Hospital Corporation, a Tennessee corporation, and National Healthcare of Cleveland, Inc., a Delaware corporation.

SECOND: That the surviving entity of the merger is National Healthcare of Cleveland, Inc., a Delaware corporation.

THIRD: That an Agreement and Plan of Merger (the "Merger Agreement") between the parties to the merger has been approved, adopted, certified, executed and acknowledged by National Healthcare of Cleveland, Inc., a Delaware corporation, and has been approved, adopted, certified, executed and acknowledged by Ocoee Hospital Corporation, a Tennessee corporation. Pursuant to Section 252 (c).

FOURTH: That the Certificate of Incorporation of the National Healthcare of Cleveland, Inc. as in effect immediately prior to the Filing of this Certificate of Merger shall be its Certificate of Incorporation.

FIFTH: That the authorized stock and par value of Ocoee Hospital Corporation is 1,000 shares at \$.01 per share.

SIXTH: That the executed Merger Agreement is on file at an office of National Healthcare of Cleveland, Inc., which address is c/o Community Health Systems, P.O. Box 217, 7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027.

SEVENTH: That a copy of the Merger Agreement will be furnished by National Healthcare of Cleveland, Inc., on request and without cost, to any shareholder of any constituent entity.

EIGHTH: That the merger will become effective as of 12:01 a.m. Central Time on November 1, 2006.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, National Healthcare of Cleveland, Inc., the surviving corporation, has caused this Certificate of Merger to be signed by the undersigned authorized officer on this 19th day of October, 2006.

NATIONAL HEALTHCARE OF CLEVELAND, INC.

By: /s/ William S. Aussey

Name: William S. Aussey

Title: President

BYLAWS
OF
NATIONAL HEALTHCARE OF CLEVELAND, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meeting. An annual meeting of Stockholders of the corporation shall be held within ninety (90) days of the fiscal year end of the corporation, as selected by the Board of Directors, or on such other date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At such meeting, the Stockholders shall elect Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the Stockholders for any purpose whatsoever may be called at any time by the President, the Board of Directors, or the holders of not less than ten percent of all stock entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of Stockholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Stockholders. The holders of a majority of the stock issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the Stockholders.

Section 2.6 Voting of Stock. Except as otherwise provided by statute or the certificate of incorporation, each holder of record of shares of stock of the Corporation having voting power

shall be entitled at each meeting of the Stockholders to one vote for every share of such stock standing in his or her name on the record books of Stockholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the Board of Directors for the determination of Stockholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for stock of the corporation shall prepare at least ten days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each Stockholder and the number of voting shares of stock held by each Stockholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any Stockholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any Stockholder. The original stock transfer books shall be prima facie evidence as to who are the Stockholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares of stock shall not be counted for quorum purposes.

Section 2.9 Consent of Stockholders in Lieu of Meeting. Stockholder action may be taken by a consent in writing, setting forth the action so taken, signed by the holders of stock having not less than the minimum number of votes necessary to authorize or take such action at a meeting, provided that prompt notice must be given to all Stockholders who have not so consented.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its Board of Directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the certificate of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of members that shall constitute the entire Board of Directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Stockholders at any meeting thereof. Directors need not be residents of Delaware or Stockholders of the corporation.

Section 3.3 Election and Term of Office. The Directors shall be elected annually by the Stockholders, except as provided in Section 3.4 of these bylaws. Each Director shall hold office until the next succeeding annual meeting of Stockholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The Board of Directors may, by resolution, appoint one of its members as chairman to preside over meetings of the Board of Directors. The position of chairman of the Board of Directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining

Directors, although less than a quorum of the Board of Directors. Such vacancy may also be filled by affirmative vote of the majority of the Stockholders. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any Director may resign from office at any time by delivering a written resignation to the Secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the Secretary.

Section 3.6 Removal of Directors. Any Director may be removed with or without cause at any time by the Stockholders.

Section 3.7 Place of Meetings. Regular or special meetings of the Board of Directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places as may be designated from time to time as may be determined by the Board of Directors.

Section 3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director on twenty-four (24) hours notice to each Director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The Board of Directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the Directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the Stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the Stockholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The Board of Directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The Board of Directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as Directors and as members of committees of the Board of Directors. The Board of Directors shall also have power in its discretion to provide for and to pay to Directors rendering services to the corporation not ordinarily rendered by Directors as such, special compensation appropriate to the value of such services as determined by the Board of Directors from time to time. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the Board of Directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The Board of Directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the Board of Directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to Directors or Stockholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the Directors or Stockholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the certificate of incorporation, or these bylaws, notice is required to be given to any Stockholder, Director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Stockholders, Directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a President and a Secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. Any two or more offices may be held by the same person. No officer need be a Stockholder or a Director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the Board of Directors.

Section 5.3 Removal and Resignation. Any officer appointed by the Board of Directors may be removed by the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the Board of Directors. The Board of Directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the Board of Directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a Director of the corporation.

ARTICLE VI

CERTIFICATES AND STOCKHOLDERS

Section 6.1 Certificates for Stock. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the Board of Directors in conformity with law and the certificate of incorporation. Every certificate for shares of stock issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the certificate of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares of stock, the par value of such shares of stock, and such other matters as may be required by law, the certificate of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The Board of Directors or the President of the corporation may direct a new certificate or certificates representing shares of stock to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person

claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the Board of Directors or the President may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transferred Stock. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares of stock duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares of stock to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such shares of stock on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of stock of the corporation, subject to the provisions of the applicable statutes and of the certificate of incorporation, may be declared by the Board of Directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of stock of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the Board of Directors; provided, that if such fiscal year is not fixed by the Board of Directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the Board of Directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the Board of Directors. If the Board of Directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the Board of Directors, the President or the Secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of Stockholders of such other corporation in which the corporation may hold stock. The Board of Directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the Board of Directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an “indemnitee”) who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she was a Director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney’s fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of Stockholders or by disinterested Directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

Dated this 6th day of October, 1994.

CERTIFICATE OF INCORPORATION

OF

NATIONAL HEALTHCARE OF CULLMAN, INC.

1. The name of the corporation is NATIONAL HEALTHCARE OF CULLMAN, INC.
 2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
 3. The nature of the business or purposes to be conducted or, promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
 4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) common and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).
 - 5A. The name and mailing address of each incorporator is as follows:
 - D. A. Hampton
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801
 - J. A. Grodzicki
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801
 - S. J. Queppet
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801
 - 5B. The name and mailing address of each person, who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

Stephen L. Phelps
444 North Oates Street
Dothan, Alabama 36303
 6. The corporation is to have perpetual existence.
 7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.
-

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 23rd day of May, 1986.

/s/ D.A. Hampton
Name: D.A. Hampton

/s/ J.A. Grodzicki
Name: J.A. Grodzicki

/s/ S. J. Queppett
Name: S. J. Queppett

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/01/1994
944209828 — 2091881

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED
OFFICE AND REGISTERED AGENT
OF

NATIONAL HEALTHCARE OF CULLMAN, INC.

The Board of Directors of:

NATIONAL HEALTHCARE OF CULLMAN, INC.

a Corporation of the State of Delaware, on this 25th day of October, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is: CORPORATION SERVICE COMPANY.

NATIONAL HEALTHCARE OF CULLMAN, INC.

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this

Certificate to be signed by Sara Martin Michels, Assistant Secretary

this 25th day of October A.D. 1994.

/s/ Sara Martin Michels

Name: Sara Martin Michels, Authorized Officer

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is NATIONAL HEALTHCARE OF CULLMAN, INC.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 10-31-03

/s/ Sherry Connelly

Name: Sherry Connelly, Asst. Secretary

State of Delaware

Secretary of State

Division of Corporations

Delivered 10:46 AM 11/12/2003

FILED 09:47 AM 11/12/2003

SRV 030724058 — 2091881 FILE

BYLAWS
OF
NATIONAL HEALTHCARE OF CULLMAN, NC.

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meeting. An annual meeting of Stockholders of the corporation shall be held within ninety (90) days of the fiscal year end of the corporation, as selected by the Board of Directors, or on such other date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At such meeting, the Stockholders shall elect Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the Stockholders for any purpose whatsoever may be called at any time by the President, the Board of Directors, or the holders of not less than ten percent of all stock entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of Stockholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Stockholders. The holders of a majority of the stock issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the Stockholders.

Section 2.6 Voting of Stock. Except as otherwise provided by statute or the certificate of incorporation, each holder of record of shares of stock of the Corporation having voting power

shall be entitled at each meeting of the Stockholders to one vote for every share of such stock standing in his or her name on the record books of Stockholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the Board of Directors for the determination of Stockholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for stock of the corporation shall prepare at least ten days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each Stockholder and the number of voting shares of stock held by each Stockholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any Stockholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any Stockholder. The original stock transfer books shall be prima facie evidence as to who are the Stockholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares of stock shall not be counted for quorum purposes.

Section 2.9 Consent of Stockholders in Lieu of Meeting. Stockholder action may be taken by a consent in writing, setting forth the action so taken, signed by the holders of stock having not less than the minimum number of votes necessary to authorize or take such action at a meeting, provided that prompt notice must be given to all Stockholders who have not so consented.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its Board of Directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the certificate of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of members that shall constitute the entire Board of Directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Stockholders at any meeting thereof. Directors need not be residents of Delaware or Stockholders of the corporation.

Section 3.3 Election and Term of Office. The Directors shall be elected annually by the Stockholders, except as provided in Section 3.4 of these bylaws. Each Director shall hold office until the next succeeding annual meeting of Stockholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The Board of Directors may, by resolution, appoint one of its members as chairman to preside over meetings of the Board of Directors. The position of chairman of the Board of Directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining Directors, although less than a quorum of the Board of Directors. Such vacancy may also be filled by affirmative vote of the majority of the Stockholders. A Director elected to fill a vacancy

shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any Director may resign from office at any time by delivering a written resignation to the Secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the Secretary.

Section 3.6 Removal of Directors. Any Director may be removed with or without cause at any time by the Stockholders.

Section 3.7 Place of Meetings. Regular or special meetings of the Board of Directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places as may be designated from time to time as may be determined by the Board of Directors.

Section 3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director on twenty-four (24) hours notice to each Director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The Board of Directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the Directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the Stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the Stockholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The Board of Directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The Board of Directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its

members for their services as Directors and as members of committees of the Board of Directors. The Board of Directors shall also have power in its discretion to provide for and to pay to Directors rendering services to the corporation not ordinarily rendered by Directors as such, special compensation appropriate to the value of such services as determined by the Board of Directors from time to time. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the Board of Directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The Board of Directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the Board of Directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to Directors or Stockholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the Directors or Stockholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the certificate of incorporation, or these bylaws, notice is required to be given to any Stockholder, Director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Stockholders, Directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a President and a Secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the

corporation. Any two or more offices may be held by the same person. No officer need be a Stockholder or a Director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the Board of Directors.

Section 5.3 Removal and Resignation. Any officer appointed by the Board of Directors may be removed by the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the Board of Directors. The Board of Directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the Board of Directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a Director of the corporation.

ARTICLE VI

CERTIFICATES AND STOCKHOLDERS

Section 6.1 Certificates for Stock. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the Board of Directors in conformity with law and the certificate of incorporation. Every certificate for shares of stock issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the certificate of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares of stock, the par value of such shares of stock, and such other matters as may be required by law, the certificate of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The Board of Directors or the President of the corporation may direct a new certificate or certificates representing shares of stock to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the Board of Directors or the President may require the owner of such

lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Stock. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares of stock duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares of stock to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such shares of stock on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of stock of the corporation, subject to the provisions of the applicable statutes and of the certificate of incorporation, may be declared by the Board of Directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of stock of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the Board of Directors; provided, that if such fiscal year is not fixed by the Board of Directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or

places as may from time to time be designated by the Board of Directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the Board of Directors. If the Board of Directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the Board of Directors, the President or the Secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of Stockholders of such other corporation in which the corporation may hold stock. The Board of Directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the Board of Directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a Director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be

paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of Stockholders or by disinterested Directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

Dated this 6th day of October, 1994.

CERTIFICATE OF INCORPORATION

OF

NATIONAL HEALTHCARE OF DECATUR, INC.

- 1. The name of the corporation is NATIONAL HEALTHCARE OF DECATUR, INC.
- 2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
- 3.: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- 4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) common and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).
- 5A. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
D. A. Hampton	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
J. A. Grodzicki	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
S. J. Queppet	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801

- 5B. The name and mailing address of each person, who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

NAME	MAILING ADDRESS
Stephen L. Phelps	444 North Oates Street Dothan, Alabama 36303

- 6. The corporation is to have perpetual existence.
-

7. In furtherance and not in limitation of the powers conferred by statute, the board of Directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 23rd day of May, 1986.

/s/D. A. Hampton
D. A. Hampton

/s/J. A. Grodzicki
J. A. Grodzicki

/s/S. J. Queppet
S. J. Queppet

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/01/1994
944209830 — 20918178

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED
OFFICE AND REGISTERED AGENT
OF

NATIONAL HEALTHCARE OF DECATUR, INC.

The Board of Directors of:

NATIONAL HEALTHCARE OF DECATUR, INC.

a Corporation of the State of Delaware, on this 25th day of October, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is: CORPORATION SERVICE COMPANY.

NATIONAL HEALTHCARE OF DECATUR, INC.

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by Sara Martin-Michels, Assistant Secretary this 25th day of October A.D. 1994.

/s/Sara Martin-Michels
Authorized Officer

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

It is hereby certified that:

- I. The name of the corporation (hereinafter called the "Corporation") is NATIONAL HEALTHCARE OF DECATUR, INC.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 10-31-03.

/s/Sherry Connelly
SHERRY CONNELLY
ASST SECRETARY

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:47 AM 11/12/2003
FILED 09:48 AM 11/12/2003
SRV 030724064 — 2091878 FILE

BYLAWS
OF
NATIONAL HEALTHCARE OF DECATUR, INC.

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meeting. An annual meeting of Stockholders of the corporation shall be held within ninety (90) days of the fiscal year end of the corporation, as selected by the Board of Directors, or on such other date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At such meeting, the Stockholders shall elect Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the Stockholders for any purpose whatsoever may be called at any time by the President, the Board of Directors, or the holders of not less than ten percent of all stock entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of Stockholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Stockholders. The holders of a majority of the stock issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the Stockholders.

Section 2.6 Voting of Stock. Except as otherwise provided by statute or the certificate of incorporation, each holder of record of shares of stock of the Corporation having voting power

shall be entitled at each meeting of the Stockholders to one vote for every share of such stock standing in his or her name on the record books of Stockholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the Board of Directors for the determination of Stockholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for stock of the corporation shall prepare at least ten days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each Stockholder and the number of voting shares of stock held by each Stockholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any Stockholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any Stockholder. The original stock transfer books shall be prima facie evidence as to who are the Stockholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares of stock shall not be counted for quorum purposes.

Section 2.9 Consent of Stockholders in Lieu of Meeting. Stockholder action may be taken by a consent in writing, setting forth the action so taken, signed by the holders of stock having not less than the minimum number of votes necessary to authorize or take such action at a meeting, provided that prompt notice must be given to all Stockholders who have not so consented.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its Board of Directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the certificate of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of members that shall constitute the entire Board of Directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Stockholders at any meeting thereof. Directors need not be residents of Delaware or Stockholders of the corporation.

Section 3.3 Election and Term of Office. The Directors shall be elected annually by the Stockholders, except as provided in Section 3.4 of these bylaws. Each Director shall hold office until the next succeeding annual meeting of Stockholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The Board of Directors may, by resolution, appoint one of its members as chairman to preside over meetings of the Board of Directors. The position of chairman of the Board of Directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining

Directors, although less than a quorum of the Board of Directors. Such vacancy may also be filled by affirmative vote of the majority of the Stockholders. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any Director may resign from office at any time by delivering a written resignation to the Secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the Secretary.

Section 3.6 Removal of Directors. Any Director may be removed with or without cause at any time by the Stockholders.

Section 3.7 Place of Meetings. Regular or special meetings of the Board of Directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places as may be designated from time to time as may be determined by the Board of Directors.

Section 3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director on twenty-four (24) hours notice to each Director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The Board of Directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the Directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the Stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the Stockholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The Board of Directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The Board of Directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as Directors and as members of committees of the Board of Directors. The Board of Directors shall also have power in its discretion to provide for and to pay to Directors rendering services to the corporation not ordinarily rendered by Directors as such, special compensation appropriate to the value of such services as determined by the Board of Directors from time to time. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the Board of Directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The Board of Directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the Board of Directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to Directors or Stockholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the Directors or Stockholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the certificate of incorporation, or these bylaws, notice is required to be given to any Stockholder, Director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Stockholders, Directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a President and a Secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. Any two or more offices may be held by the same person. No officer need be a Stockholder or a Director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the Board of Directors.

Section 5.3 Removal and Resignation. Any officer appointed by the Board of Directors may be removed by the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the Board of Directors. The Board of Directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the Board of Directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a Director of the corporation.

ARTICLE VI

CERTIFICATES AND STOCKHOLDERS

Section 6.1 Certificates for Stock. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the Board of Directors in conformity with law and the certificate of incorporation. Every certificate for shares of stock issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the certificate of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares of stock, the par value of such shares of stock, and such other matters as may be required by law, the certificate of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The Board of Directors or the President of the corporation may direct a new certificate or certificates representing shares of stock to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person

claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the Board of Directors or the President may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Stock. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares of stock duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares of stock to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such shares of stock on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of stock of the corporation, subject to the provisions of the applicable statutes and of the certificate of incorporation, may be declared by the Board of Directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of stock of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the Board of Directors; provided, that if such fiscal year is not fixed by the Board of Directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the Board of Directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the Board of Directors. If the Board of Directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the Board of Directors, the President or the Secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of Stockholders of such other corporation in which the corporation may hold stock. The Board of Directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the Board of Directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a Director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of Stockholders or by disinterested Directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

Dated this 6th day of October, 1994.

CERTIFICATE OF INCORPORATION

OF

NATIONAL HEALTHCARE OF HARTSELLE, INC.

- 1. The name of the corporation is NATIONAL HEALTHCARE OF HARTSELLE, INC.
- 2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
- 3. The nature of the business or purposes to be conducted or promoted is:
To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- 4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) common and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).
- 5A. The name and mailing address of each incorporator is as follows:

NAME	MAILING ADDRESS
D. A. Hampton	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
J. A. Grodzicki	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801
S. J. Queppet	Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801

- 5B. The name and mailing address of each person, who is to serve as a director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

NAME	MAILING ADDRESS
Stephen L. Phelps	444 North Oates Street Dothan, Alabama 36303

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the corporation.

8. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

9. The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 23th day of May, 1986.

/s/D. A. Hampton
D. A. Hampton

/s/J. A. Grodzicki
J. A. Grodzicki

/s/S. J. Queppet
S. J. Queppet

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09.00 AM 11/01/1994
944209825 — 2091884

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED
OFFICE AND REGISTERED AGENT
OF

NATIONAL HEALTHCARE OF HARTSELLE, INC.

The Board of Directors of:

NATIONAL HEALTHCARE OF HARTSELLE, INC.

a Corporation of the State of Delaware, on this 25th day of October, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is: CORPORATION SERVICE COMPANY.

NATIONAL HEALTHCARE OF HARTSELLE, INC.

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by Sara Martin-Michels, Assistant Secretary this 25th day of October A.D. 1994.

/s/Sara Martin-Michels
Authorized Officer

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is NATIONAL HEALTHCARE OF HARTSELLE, INC.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 11-4-03

/s/Sherry Connelly
SHERRY CONNELLY
ASST SECRETARY

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:47 AM 11/12/2003
FILED 09:49 AM 11/12/2003
SRV 030724072 — 2001884 FILE

BYLAWS
OF
NATIONAL HEALTHCARE OF HARTSELLE, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meeting. An annual meeting of Stockholders of the corporation shall be held within ninety (90) days of the fiscal year end of the corporation, as selected by the Board of Directors, or on such other date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At such meeting, the Stockholders shall elect Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the Stockholders for any purpose whatsoever may be called at any time by the President, the Board of Directors, or the holders of not less than ten percent of all stock entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of Stockholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Stockholders. The holders of a majority of the stock issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the Stockholders.

Section 2.6 Voting of Stock. Except as otherwise provided by statute or the certificate of incorporation, each holder of record of shares of stock of the Corporation having voting power

shall be entitled at each meeting of the Stockholders to one vote for every share of such stock standing in his or her name on the record books of Stockholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the Board of Directors for the determination of Stockholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for stock of the corporation shall prepare at least ten days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each Stockholder and the number of voting shares of stock held by each Stockholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any Stockholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any Stockholder. The original stock transfer books shall be prima facie evidence as to who are the Stockholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares of stock shall not be counted for quorum purposes.

Section 2.9 Consent of Stockholders in Lieu of Meeting. Stockholder action may be taken by a consent in writing, setting forth the action so taken, signed by the holders of stock having not less than the minimum number of votes necessary to authorize or take such action at a meeting, provided that prompt notice must be given to all Stockholders who have not so consented.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its Board of Directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the certificate of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of members that shall constitute the entire Board of Directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Stockholders at any meeting thereof. Directors need not be residents of Delaware or Stockholders of the corporation.

Section 3.3 Election and Term of Office. The Directors shall be elected annually by the Stockholders, except as provided in Section 3.4 of these bylaws. Each Director shall hold office until the next succeeding annual meeting of Stockholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The Board of Directors may, by resolution, appoint one of its members as chairman to preside over meetings of the Board of Directors. The position of chairman of the Board of Directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining

Directors, although less than a quorum of the Board of Directors. Such vacancy may also be filled by affirmative vote of the majority of the Stockholders. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any Director may resign from office at any time by delivering a written resignation to the Secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the Secretary.

Section 3.6 Removal of Directors. Any Director may be removed with or without cause at any time by the Stockholders.

Section 3.7 Place of Meetings. Regular or special meetings of the Board of Directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places as may be designated from time to time as may be determined by the Board of Directors.

Section 3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director on twenty-four (24) hours notice to each Director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The Board of Directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the Directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the Stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the Stockholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The Board of Directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The Board of Directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as Directors and as members of committees of the Board of Directors. The Board of Directors shall also have power in its discretion to provide for and to pay to Directors rendering services to the corporation not ordinarily rendered by Directors as such, special compensation appropriate to the value of such services as determined by the Board of Directors from time to time. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the Board of Directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The Board of Directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the Board of Directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to Directors or Stockholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the Directors or Stockholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the certificate of incorporation, or these bylaws, notice is required to be given to any Stockholder, Director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Stockholders, Directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a President and a Secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. Any two or more offices may be held by the same person. No officer need be a Stockholder or a Director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the Board of Directors.

Section 5.3 Removal and Resignation. Any officer appointed by the Board of Directors may be removed by the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the Board of Directors. The Board of Directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the Board of Directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a Director of the corporation.

ARTICLE VI

CERTIFICATES AND STOCKHOLDERS

Section 6.1 Certificates for Stock. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the Board of Directors in conformity with law and the certificate of incorporation. Every certificate for shares of stock issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the certificate of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares of stock, the par value of such shares of stock, and such other matters as may be required by law, the certificate of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The Board of Directors or the President of the corporation may direct a new certificate or certificates representing shares of stock to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person

claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the Board of Directors or the President may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Stock. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares of stock duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares of stock to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such shares of stock on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of stock of the corporation, subject to the provisions of the applicable statutes and of the certificate of incorporation, may be declared by the Board of Directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of stock of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the Board of Directors; provided, that if such fiscal year is not fixed by the Board of Directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the Board of Directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the Board of Directors. If the Board of Directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the Board of Directors, the President or the Secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of Stockholders of such other corporation in which the corporation may hold stock. The Board of Directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the Board of Directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a Director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of Stockholders or by disinterested Directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

Dated this 6th day of October, 1994.

FILED
SEP 9 1986
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CERTIFICATE OF INCORPORATION
OF

AMISUB (BYRD HOSPITAL), INC.

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title B of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

FIRST: The name of the corporation (hereinafter called the "corporation") is

AMISUB (BYRD HOSPITAL), INC.

SECOND: The address, including street, number, city; and county, the registered office of the corporation in the State of Delaware is 229 South State Street, City of Dover, County of Kent; and the name of the registered agent of the corporation in the State of Delaware at such address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the corporation is to engage in any law act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000). The par value of each of such shares is One Dollar (\$1.00). All such shares are of one class and are shares of Common Stock.

FIFTH: The name and the mailing address of the incorporator are as follows:

NAME	MAILING ADDRESS
J. A. Kent	229 South State Street, Dover, Delaware 19901

SIXTH: The corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the



stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

EIGHTH: For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation and regulation of the powers of the corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided:

1. The management of the business and the conduct of the affairs of the corporation shall be vest& in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed to have the same meaning, to wit, the total number of directors which the corporation would have if there were no vacancies. No election of directors need be by written ballot.
2. After the original or other By-Laws of the corporation have been adopted, amended, or repealed, as the case may be, in accordance with the provisions of Section 190 of the General Corporation Law of the State of Delaware, and, after the corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the By-Laws of the corporation may be exercised by the Board of Directors of the corporation; provided, however, that any provision for the classification of directors of the corporation for staggered terms pursuant to the provisions of subsection (d) of Section 141 of the General Corporation Law of the State of Delaware shall be set forth in an initial By-Law or in a By-Law adopted by the stockholders entitled to vote of the corporation unless provisions for such classification shall be set forth in this certificate of incorporation.
3. Whenever the corporation shall be authorized to issue only one class of stock, each outstanding share shall entitle the holder thereof to notice of, and the right to vote at, any meeting of stockholders. Whenever the corporation shall be authorized to issue more than one class of stock, no outstanding share of any class of stock which is denied voting power under the provisions of the certificate of incorporation shall entitle the holder thereof to the right to vote at any meeting of stockholders except as the provisions of paragraph (2) of subsection (b) of section 242 of the General Corporation Law of the State of Delaware shall otherwise require; provided, that no share of any such class which is otherwise denied voting power shall entitle the holder thereof to vote upon the increase or decrease in the number of authorized shares of said class.

NINTH: The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware, as the same may be mended and supplemented.

TENTH: The corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ELEVENTH: From time to time any of the provisions of this certificate of incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the corporation by this certificate of incorporation are granted subject to the provisions of this Article ELEVENTH.

Signed on September 9, 1986.

/s/J. A. Kent
J. A. Kent
Incorporator

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CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

AMISUB (Byrd Hospital), Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

The present registered agent of the corporation is The Prentice-Hall Corporation System, Inc. and the present registered office of the corporation is in the county of Kent

The Board of Directors of AMISUB (Byrd Hospital), Inc. adopted the following resolution on the 1st day of November, 1986.

Resolved, that the registered office of AMISUB (Byrd Hospital), Inc. in the state of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, AMISUB (Byrd Hospital), Inc. has caused this statement to be signed by Charles E. Baxter, its Vice President and attested by Dennis C. Dunn, its Assistant Secretary this 8th day of December, 1986.

By /s/Charles E. Baxter
Vice President

ATTEST:

By /s/Dennis C. Dunn
Assistant Secretary

FILED
JAN 7 1987
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CERTIFICATE OP AMENDMENT

TO

CERTIFICATE OF INCORPORATION

OF

AMISUB (BYRD HOSPITAL). INC.

AMISUB (Byrd Hospital). Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware. does hereby certify:

FIRST: That the Board of Directors of said corporation at a meeting duly held. adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation. The resolution setting forth the proposed amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors deems it advisable that the First Article of the Certificate of Incorporation of AMISUB (Byrd Hospital), Inc. be amended to read in its entirety as follows:

FIRST. The name of the corporation (hereinafter called the 'corporation') is NATIONAL HEALTHCARE OP LEESVILLE, INC.

SECOND: That thereafter, pursuant to a resolution of its Board of Directors, all of the holders of the issued and outstanding shares of the capital stock of said corporation voted in favor of the amendment set forth above.

THIRD: That the said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation will not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said AMISUB (Byrd Hospital), Inc., has caused its corporate seal to be hereunto affixed and this certificate to be signed by its President and Secretary as-of the 10th day of November, 1986. The signature of the President and Secretary constitute the affirmation and acknowledgement of such persons, under penalties of perjury, that this instrument is the act and deed of the said corporation and that the facts stated herein are true.

NATIONAL HEALTHCARE. INC.

By: /s/L. Stanton Tuttle
L. Stanton Tuttle,
President

ATTEST:

/s/Charles E. Baxter
Charles E. Baxter,
Secretary

[CORPORATE SEAL]

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09.00 an 11/01/1994
944209806 — 2101020

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED

OFFICE AND REGISTERED AGENT

OF

NATIONAL HEALTHCARE OF LEESVILLE, INC.

The Board of Directors of:

NATIONAL HEALTHCARE OF LEESVILLE, INC.

a Corporation of the State of Delaware, on this 25th day of October, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is: CORPORATION SERVICE COMPANY.

NATIONAL HEALTHCARE OF LEESVILLE, INC.

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by Sara Martin-Michels, Assistant Secretary this 25th day of October A.D. 1994.

/s/Sara Martin-Michels Authorized Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:34 PM 11/05/2003
FILED 07:24 PM 11/05/2003
SRV 030712478 — 2101020 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is NATIONAL HEALTHCARE OF LEESVILLE, INC.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on October 22, 2003.

/s/ Kimberly A. Wright
Asst. Sec. Kimberly A. Wright

BYLAWS
OF
NATIONAL HEALTHCARE OF LEESVILLE, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meeting. An annual meeting of Stockholders of the corporation shall be held within ninety (90) days of the fiscal year end of the corporation, as selected by the Board of Directors, or on such other date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At such meeting, the Stockholders shall elect Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the Stockholders for any purpose whatsoever may be called at any time by the President, the Board of Directors, or the holders of not less than ten percent of all stock entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of Stockholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Stockholders. The holders of a majority of the stock issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the Stockholders.

Section 2.6 Voting of Stock. Except as otherwise provided by statute or the certificate of incorporation, each holder of record of shares of stock of the Corporation having voting power

shall be entitled at each meeting of the Stockholders to one vote for every share of such stock standing in his or her name on the record books of Stockholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the Board of Directors for the determination of Stockholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for stock of the corporation shall prepare at least ten days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each Stockholder and the number of voting shares of stock held by each Stockholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any Stockholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any Stockholder. The original stock transfer books shall be prima facie evidence as to who are the Stockholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares of stock shall not be counted for quorum purposes.

Section 2.9 Consent of Stockholders in Lieu of Meeting. Stockholder action may be taken by a consent in writing, setting forth the action so taken, signed by the holders of stock having not less than the minimum number of votes necessary to authorize or take such action at a meeting, provided that prompt notice must be given to all Stockholders who have not so consented.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its Board of Directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the certificate of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of members that shall constitute the entire Board of Directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Stockholders at any meeting thereof. Directors need not be residents of Delaware or Stockholders of the corporation.

Section 3.3 Election and Term of Office. The Directors shall be elected annually by the Stockholders, except as provided in Section 3.4 of these bylaws. Each Director shall hold office until the next succeeding annual meeting of Stockholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The Board of Directors may, by resolution, appoint one of its members as chairman to preside over meetings of the Board of Directors. The position of chairman of the Board of Directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining

Directors, although less than a quorum of the Board of Directors. Such vacancy may also be filled by affirmative vote of the majority of the Stockholders. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any Director may resign from office at any time by delivering a written resignation to the Secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the Secretary.

Section 3.6 Removal of Directors. Any Director may be removed with or without cause at any time by the Stockholders.

Section 3.7 Place of Meetings. Regular or special meetings of the Board of Directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places as may be designated from time to time as may be determined by the Board of Directors.

Section 3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director on twenty-four (24) hours notice to each Director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The Board of Directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the Directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the Stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the Stockholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The Board of Directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The Board of Directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as Directors and as members of committees of the Board of Directors. The Board of Directors shall also have power in its discretion to provide for and to pay to Directors rendering services to the corporation not ordinarily rendered by Directors as such, special compensation appropriate to the value of such services as determined by the Board of Directors from time to time. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the Board of Directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The Board of Directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the Board of Directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to Directors or Stockholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the Directors or Stockholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the certificate of incorporation, or these bylaws, notice is required to be given to any Stockholder, Director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Stockholders, Directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a President and a Secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. Any two or more offices may be held by the same person. No officer need be a Stockholder or a Director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the Board of Directors.

Section 5.3 Removal and Resignation. Any officer appointed by the Board of Directors may be removed by the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the Board of Directors. The Board of Directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the Board of Directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a Director of the corporation.

ARTICLE VI

CERTIFICATES AND STOCKHOLDERS

Section 6.1 Certificates for Stock. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the Board of Directors in conformity with law and the certificate of incorporation. Every certificate for shares of stock issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the certificate of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares of stock, the par value of such shares of stock, and such other matters as may be required by law, the certificate of incorporation or these bylaws.

Section 6.2 Lost Stolen or Destroyed Certificates. The Board of Directors or the President of the corporation may direct a new certificate or certificates representing shares of stock to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming

the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the Board of Directors or the President may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Stock. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares of stock duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares of stock to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such shares of stock on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of stock of the corporation, subject to the provisions of the applicable statutes and of the certificate of incorporation, may be declared by the Board of Directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of stock of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the Board of Directors; provided, that if such fiscal year is not fixed by the Board of Directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the Board of Directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the Board of Directors. If the Board of Directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the Board of Directors, the President or the Secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of Stockholders of such other corporation in which the corporation may hold stock. The Board of Directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the Board of Directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a Director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of Stockholders or by disinterested Directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

Dated this 6th day of October, 1994.

FILED
JUN 5 1985 1 PM

CERTIFICATE OF INCORPORATION
OF

NATIONAL HEALTHCARE OF MT. VERNON, INC.

1. The name of the corporation is:

NATIONAL HEALTHCARE OF MT. VERNON, INC.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares is One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).

The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.

6. The name and mailing address of the incorporator is:

L. M. Custis
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 5th day of June, 1985.

/s/L. M. Custis
L. M. Custis

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 9:00 AM 11/01/1994
944209846 — 2063507

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED
OFFICE AND REGISTERED AGENT OF
NATIONAL HEALTHCARE OF MT. VERNON, INC.

The Board of Directors of:

NATIONAL HEALTHCARE OF MT. VERNON, INC.

a Corporation of the State of Delaware, on this 25th day of October, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is: CORPORATION SERVICE COMPANY.

NATIONAL HEALTHCARE OF MT. VERNON, INC.

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by Sara Martin-Michels, Assistant Secretary this 25th day of October A.D. 1994.

/s/Sara Martin-Michels
Authorized Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:47 AM 11/12/2003
FILED 10:00 AM 11/12/2003
SRV 030724188 — 2063507 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is NATIONAL HEALTHCARE OF MT. VERNON, INC.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 11-4-03

/s/Sherry Connelly
SHERRY CONNELLY
ASST. Secretary

BYLAWS
OF
NATIONAL HEALTHCARE OF MT. VERNON, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meeting. An annual meeting of Stockholders of the corporation shall be held within ninety (90) days of the fiscal year end of the corporation, as selected by the Board of Directors, or on such other date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At such meeting, the Stockholders shall elect Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the Stockholders for any purpose whatsoever may be called at any time by the President, the Board of Directors, or the holders of not less than ten percent of all stock entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of Stockholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Stockholders. The holders of a majority of the stock issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the Stockholders.

Section 2.6 Voting of Stock. Except as otherwise provided by statute or the certificate of incorporation, each holder of record of shares of stock of the Corporation having voting power

shall be entitled at each meeting of the Stockholders to one vote for every share of such stock standing in his or her name on the record books of Stockholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the Board of Directors for the determination of Stockholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for stock of the corporation shall prepare at least ten days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each Stockholder and the number of voting shares of stock held by each Stockholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any Stockholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any Stockholder. The original stock transfer books shall be prima facie evidence as to who are the Stockholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares of stock shall not be counted for quorum purposes.

Section 2.9 Consent of Stockholders in Lieu of Meeting. Stockholder action may be taken by a consent in writing, setting forth the action so taken, signed by the holders of stock having not less than the minimum number of votes necessary to authorize or take such action at a meeting, provided that prompt notice must be given to all Stockholders who have not so consented.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its Board of Directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the certificate of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of members that shall constitute the entire Board of Directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Stockholders at any meeting thereof. Directors need not be residents of Delaware or Stockholders of the corporation.

Section 3.3 Election and Term of Office. The Directors shall be elected annually by the Stockholders, except as provided in Section 3.4 of these bylaws. Each Director shall hold office until the next succeeding annual meeting of Stockholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The Board of Directors may, by resolution, appoint one of its members as chairman to preside over meetings of the Board of Directors. The position of chairman of the Board of Directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining

Directors, although less than a quorum of the Board of Directors. Such vacancy may also be filled by affirmative vote of the majority of the Stockholders. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any Director may resign from office at any time by delivering a written resignation to the Secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the Secretary.

Section 3.6 Removal of Directors. Any Director may be removed with or without cause at any time by the Stockholders.

Section 3.7 Place of Meetings. Regular or special meetings of the Board of Directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places as may be designated from time to time as may be determined by the Board of Directors.

Section 3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director on twenty-four (24) hours notice to each Director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The Board of Directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the Directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the Stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the Stockholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The Board of Directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The Board of Directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as Directors and as members of committees of the Board of Directors. The Board of Directors shall also have power in its discretion to provide for and to pay to Directors rendering services to the corporation not ordinarily rendered by Directors as such, special compensation appropriate to the value of such services as determined by the Board of Directors from time to time. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the Board of Directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The Board of Directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the Board of Directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to Directors or Stockholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the Directors or Stockholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the certificate of incorporation, or these bylaws, notice is required to be given to any Stockholder, Director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Stockholders, Directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a President and a Secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. Any two or more offices may be held by the same person. No officer need be a Stockholder or a Director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the Board of Directors.

Section 5.3 Removal and Resignation. Any officer appointed by the Board of Directors may be removed by the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the Board of Directors. The Board of Directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the Board of Directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a Director of the corporation.

ARTICLE VI

CERTIFICATES AND STOCKHOLDERS

Section 6.1 Certificates for Stock. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the Board of Directors in conformity with law and the certificate of incorporation. Every certificate for shares of stock issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the certificate of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares of stock, the par value of such shares of stock, and such other matters as may be required by law, the certificate of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The Board of Directors or the President of the corporation may direct a new certificate or certificates representing shares of stock to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person

claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the Board of Directors or the President may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Stock. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares of stock duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares of stock to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such shares of stock on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of stock of the corporation, subject to the provisions of the applicable statutes and of the certificate of incorporation, may be declared by the Board of Directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of stock of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the Board of Directors; provided, that if such fiscal year is not fixed by the Board of Directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the Board of Directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the Board of Directors. If the Board of Directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the Board of Directors, the President or the Secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of Stockholders of such other corporation in which the corporation may hold stock. The Board of Directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the Board of Directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a Director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of Stockholders or by disinterested Directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

Dated this 6th day of October, 1994.

FILED
MAY 21 1985 11 AM

CERTIFICATE OF INCORPORATION
OF

NATIONAL HEALTHCARE OF NEWPORT, INC.

1. The name of the corporation is: NATIONAL HEALTHCARE OF NEWPORT, INC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.
3. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of such shares shall be One Dollar (\$1.00) amounting in the aggregate to One Thousand Dollars (\$1,000.00).
5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by written ballot.
6. The name and mailing address of the incorporator is:

L. M. Custis
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 24th day of May, 1985.

/s/L. M. Custis
L. M. Custis

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09.00 AM 11/01/1994
944209804 — 20672708

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED
OFFICE AND REGISTERED AGENT OF
NATIONAL HEALTHCARE OF NEWPORT, INC.

The Board of Directors of:

NATIONAL HEALTHCARE OF NEWPORT, INC.

a Corporation of the State of Delaware, on this 25th day of October, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is: CORPORATION SERVICE COMPANY.

NATIONAL HEALTHCARE OF NEWPORT, INC.

a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this

Certificate to be signed by Sara Martin-Michels, Assistant Secretary this 25th day of October A.D. 1994.

/s/Sara Martin-Michels
Authorized Officer

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is NATIONAL HEALTHCARE OF NEWPORT, INC.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 11-4-03

/s/Sherry Connelly
SHERRY CONNELLY
ASST SECRETARY

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:47 AM 11/12/2003
FILED 09:58 AM 11/12/2003
SRV 030724170 — 2062708 FILE

BYLAWS
OF
NATIONAL HEALTHCARE OF NEWPORT, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meeting. An annual meeting of Stockholders of the corporation shall be held within ninety (90) days of the fiscal year end of the corporation, as selected by the Board of Directors, or on such other date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At such meeting, the Stockholders shall elect Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the Stockholders for any purpose whatsoever may be called at any time by the President, the Board of Directors, or the holders of not less than ten percent of all stock entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of Stockholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Stockholders. The holders of a majority of the stock issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the Stockholders.

Section 2.6 Voting of Stock. Except as otherwise provided by statute or the certificate of incorporation, each holder of record of shares of stock of the Corporation having voting power

shall be entitled at each meeting of the Stockholders to one vote for every share of such stock standing in his or her name on the record books of Stockholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the Board of Directors for the determination of Stockholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for stock of the corporation shall prepare at least ten days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each Stockholder and the number of voting shares of stock held by each Stockholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any Stockholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any Stockholder. The original stock transfer books shall be prima facie evidence as to who are the Stockholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares of stock shall not be counted for quorum purposes.

Section 2.9 Consent of Stockholders in Lieu of Meeting. Stockholder action may be taken by a consent in writing, setting forth the action so taken, signed by the holders of stock having not less than the minimum number of votes necessary to authorize or take such action at a meeting, provided that prompt notice must be given to all Stockholders who have not so consented.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its Board of Directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the certificate of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of members that shall constitute the entire Board of Directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Stockholders at any meeting thereof. Directors need not be residents of Delaware or Stockholders of the corporation.

Section 3.3 Election and Term of Office. The Directors shall be elected annually by the Stockholders, except as provided in Section 3.4 of these bylaws. Each Director shall hold office until the next succeeding annual meeting of Stockholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The Board of Directors may, by resolution, appoint one of its members as chairman to preside over meetings of the Board of Directors. The position of chairman of the Board of Directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining

Directors, although less than a quorum of the Board of Directors. Such vacancy may also be filled by affirmative vote of the majority of the Stockholders. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any Director may resign from office at any time by delivering a written resignation to the Secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the Secretary.

Section 3.6 Removal of Directors. Any Director may be removed with or without cause at any time by the Stockholders.

Section 3.7 Place of Meetings. Regular or special meetings of the Board of Directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places as may be designated from time to time as may be determined by the Board of Directors.

Section 3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director on twenty-four (24) hours notice to each Director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The Board of Directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the Directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the Stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the Stockholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The Board of Directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The Board of Directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as Directors and as members of committees of the Board of Directors. The Board of Directors shall also have power in its discretion to provide for and to pay to Directors rendering services to the corporation not ordinarily rendered by Directors as such, special compensation appropriate to the value of such services as determined by the Board of Directors from time to time. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the Board of Directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The Board of Directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the Board of Directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to Directors or Stockholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the Directors or Stockholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the certificate of incorporation, or these bylaws, notice is required to be given to any Stockholder, Director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Stockholders, Directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a President and a Secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. Any two or more offices may be held by the same person. No officer need be a Stockholder or a Director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the Board of Directors.

Section 5.3 Removal and Resignation. Any officer appointed by the Board of Directors may be removed by the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the Board of Directors. The Board of Directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the Board of Directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a Director of the corporation.

ARTICLE VI

CERTIFICATES AND STOCKHOLDERS

Section 6.1 Certificates for Stock. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the Board of Directors in conformity with law and the certificate of incorporation. Every certificate for shares of stock issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the certificate of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares of stock, the par value of such shares of stock, and such other matters as may be required by law, the certificate of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The Board of Directors or the President of the corporation may direct a new certificate or certificates representing shares of stock to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person

claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the Board of Directors or the President may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Stock. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares of stock duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares of stock to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such shares of stock on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of stock of the corporation, subject to the provisions of the applicable statutes and of the certificate of incorporation, may be declared by the Board of Directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of stock of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the Board of Directors; provided, that if such fiscal year is not fixed by the Board of Directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the Board of Directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the Board of Directors. If the Board of Directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the Board of Directors, the President or the Secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of Stockholders of such other corporation in which the corporation may hold stock. The Board of Directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the Board of Directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a Director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of Stockholders or by disinterested Directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

Dated this 6th day of October, 1994.

CERTIFICATE OF FORMATION

OF

NWI HOSPITAL HOLDINGS, LLC

Under Section 18-201 of the

Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is NWI HOSPITAL HOLDINGS, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of February 5, 2007.

By:/s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Authorized Person

State of Delaware

Secretary of State

Division of Corporations

Delivered 9:07 AM 02/06/2007

FILED 9:07AM 02/06/2007

SRV 070128825 — 4296745 FILE

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

NWI Hospital Holdings, LLC

NWI Hospital Holdings, LLC (hereinafter called the “company”), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is NWI Hospital Holdings, LLC.
2. The Certificate of Formation of the domestic limited liability company is hereby amended to change the name and address of the registered agent and the address of the registered office within the State of Delaware as follows:

National Registered Agents, Inc.

160 Greentree Drive, Suite 101

Dover, Delaware 19904

County of Kent

Executed on April 24, 2007

/s/ Sherry Mori

Sherry Mori, Assistant Secretary

State of Delaware

Secretary of State

Division of Corporations

Delivered 11:54 AM 04/30/2007

FILED 11:11 AM 04/30/2007

SRV 070493248 — 4296745 FILE

LIMITED LIABILITY COMPANY AGREEMENT

OF

NWI HOSPITAL HOLDINGS, LLC

The undersigned hereby executes this Limited liability Company Agreement (this "LLC Agreement") as the sole member (the "Member") of NWI Hospital Holdings, LLC (the "Company"), a Delaware limited liability company formed on February 6, 2007 pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

The name of the Company shall be NWI Hospital Holdings, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and the Member's rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.
 2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
 3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
 4. Term. The term of the Company shall be perpetual.
 5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.
 6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of a judicial dissolution under Section 18-802 of the Act.
 7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.
-

8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member,

9. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or lot the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary [or the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person’s successor shall have been duly appointed or until such person’s earlier resignation or removal:

James D. Shelton	President
Rebecca Hurley	Senior Vice President, General Counsel & Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love Senior	Vice President and CFO
Joe Johnson	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member’s entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member’s limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the “Member” for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each director and officer of the Company and the Member and its partners, stockholders, officers, directors,

managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the date of formation of the Company as referenced above.

MEMBER:

TRIAD HOLDINGS V, LLC

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:41 PM 05/12/2003
FILED 06:41 PM 05/12/2003
SRV 030307228 — 3657509 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

- First: The name of the limited liability company is Pennsylvania Hospital Company, LLC
- Second: The address of its registered office in the State of Delaware is 2711 Centerville Rd. , Ste. 400 in the City of Wilmington

The name of its Registered agent at such address is Corporation Service Company

- Third: (Use this paragraph only if the company is to have a specific effective date of dissolution) “The latest date on which the limited liability company is to dissolve is _____.”
- Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of Pennsylvania Hospital Company, LLC this 12 day of May, 2003.

BY: /s/Robin Joi Keck
Authorized Person(s)

NAME: Robin Joi Keck
Type or Print

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

PENNSYLVANIA HOSPITAL COMPANY, LLC

PENNSYLVANIA HOSPITAL COMPANY, LLC (hereinafter called the “company”), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is PENNSYLVANIA HOSPITAL COMPANY, LLC
2. The certificate of formation of the company is hereby amended by striking out Article 2 thereof and by substituting in lieu of said Article the following new Article:

“2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 9 East Loockerman Street, Suite 1B, Dover, County of Kent, Delaware 19901.”

Executed on 11-4-03

/s/Robin Keck
Robin Keck, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:42 PM 11/12/2003
FILED 10:09 AM 11/12/2003
SRV 030724272 — 3657509 FILE

LIMITED LIABILITY COMPANY AGREEMENT
OF
PENNSYLVANIA HOSPITAL COMPANY, LLC

June 1, 2003

LIMITED LIABILITY COMPANY AGREEMENT
OF
PENNSYLVANIA HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 1 day of June, 2003, by CHS/Community Health Systems, Inc., a Delaware corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Pennsylvania Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such registered place of business or such other place that the Board shall deem appropriate. The Company shall designate an agent for service of process in Delaware in accordance with the provisions of the Act.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

- (a) To acquire, own, manage and operate certain healthcare facilities.
- (b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Member from time to time.
- (c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The interest in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has been issued the number of Units listed on Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health System, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET Loss.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Gary D. Newsome, W. Larry Cash and Rachel A. Seifert. Directors shall be elected at the first annual meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 11.11. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice

President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by

them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

12.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular noncompeting business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. The Member shall not have any right to participate in the management or control of the Company's business.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. The transferee of the Units shall automatically become a substitute Member in the place of the Member.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act, the successor-in-interest of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be

consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Board may prescribe.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: /s/Rachel A. Seifert

Name RACHEL A. SEIFERT

SENIOR VICE PRESIDENT AND GENERAL COUNSEL

Title:

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
CHS/Community Health Systems, Inc. 155 Franklin Road, Suite 400 Brentwood, Tennessee 37027	\$100.00	100

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:42 PM 04/27/2004
FILED 06:42 PM 04/27/2004
SW040306722 — 3796044 FILE

STATE of DELAWARE

LIMITED LIABILITY COMPANY

CERTIFICATE of FORMATION

- First: The name of the limited liability company is Phoenixville Hospital Company, LLC.
- Second: The address of its registered office in the State of Delaware is 9 E Loockerman St., 1B in the City of Dover
The name of its Registered agent at such address is National Registered Agents, Inc.
- Third: (Use this paragraph only if the company is to have a specific effective date of dissolution.) “The latest date on which the limited liability company is to dissolve is ____.”
- Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of Phoenixville Hospital Company, LLC this 27 day of April , 2004.

BY: /s/Robin Joi Keck
Authorized Person(s)

NAME: Robin Joi Keck
Type or Print

LIMITED LIABILITY COMPANY AGREEMENT
OF
PHOENIXVILLE HOSPITAL COMPANY, LLC

April 27, 2004

LIMITED LIABILITY COMPANY AGREEMENT
OF
PHOENIXVILLE HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (“Agreement”) is made as of the 27th day of April, 2004, by and between (i) Pennsylvania Hospital Company, LLC, a Delaware limited liability company, and (ii) Hallmark Healthcare Corporation, a Delaware corporation. The foregoing parties are collectively referred to herein as “Members” and individually as a “Member.” For purposes of this Agreement, the term “Members” includes all persons then acting in such capacity in accordance with the terms of this Agreement.

1. FORMATION.

1.1 Formation. The Members do hereby form a limited liability company (the “Company”) pursuant to the provisions of the Delaware Limited Liability Company Act (“Act”).

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Phoenixville Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such registered place of business or such other place that the Board shall deem appropriate. The Company shall designate an agent for service of process in Delaware in accordance with the provisions of the Act.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

- (a) To acquire, own, manage and operate certain healthcare facilities.
 - (b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Members from time to time.
 - (c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.
-

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contributions of Members. The interests of the Members shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. Each of the Members has been issued the number of Units listed on Exhibit A.

4.2 Additional Capital Contributions. In order to raise additional capital or for any other proper purpose, the Board is authorized (without the consent of the Members) to issue additional Units from time to time to Members or to other persons and to admit such persons as Members. The Board shall have sole and complete discretion in determining the consideration and terms and conditions with respect to any future issuance of Units. In addition, the Board is authorized to cause the issuance of any other type of security (including, without limitation, secured or unsecured debt securities and securities convertible into or otherwise granting a right to acquire any class of Units) from time to time to Members or other persons on terms and conditions established in the sole and complete discretion of the Board. In connection with future issuances of Units, the Board shall do all things necessary to comply with the Act and is authorized and directed to do all things it deems to be necessary or advisable in connection with any such future issuances, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any stock exchange on which the Units are listed for trading.

4.3 Loans from Interest Holders. If the Company has a temporary need for funds, the Company may borrow such funds from, among others, one or more of its Members or assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as "Interest Holders") on such terms and conditions as shall be agreed to by the Board and such Interest Holders.

4.4 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. Except as provided in Section 4.1, no Interest Holder shall be obligated to contribute funds or loan money to the Company.

4.5 No Interest on Capital Contributions. No Interest Holder shall be entitled to interest on any capital contributions made to the Company.

4.6 No Withdrawal of Capital. No Member shall be entitled to withdraw any part of the Member's capital contributions to the Company, except as provided in Section 15. No Member shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

4.7 Capital Account. There shall be established on the books of the Company a capital account (“Capital Account”) for each Interest Holder. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the initial capital contribution of the Interest Holder and thereafter shall be increased by (i) any cash or the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the contributed property is subject) and (ii) the amount of all net income (whether or not exempt from tax) and gain allocated to such Interest Holder hereunder, and decreased by (i) the amount of all net losses allocated to such Interest Holder hereunder (including expenditures described in section 705(a)(2)(B) of the Internal Revenue Code of 1986, as amended (“Code”), or treated as such an expenditure by reason of Treas. Reg. § 1.704-1(b)(2)(iv)(i)) and (ii) the amount of cash, and the fair market value of property (net of any liabilities assumed by such Interest Holder or to which the distributed property is subject), distributed to such Interest Holder pursuant to Sections 9 and 15. If the Company has made an election under section 754 of the Code, Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-1(b)(2)(iv)(m). If an Interest Holder transfers all or any part of such Interest Holder’s Units in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Units transferred.

4.8 No Preemptive Rights. No Interest Holder shall have any preemptive, preferential or other right with respect to (i) additional contributions to the capital of the Company, (ii) issuance or sale of Units, whether unissued or treasury, (iii) issuance of any obligations, evidences of indebtedness or other securities of the Company convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase or subscribe to, any such unissued or treasury Units, (iv) issuance of any right of subscription to or right to receive, or any warrant or option for the purchase of, any of the foregoing securities or (v) issuance or sale of any other securities that may be issued or sold by the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company’s principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company’s business and affairs. Upon reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by such Member’s duly authorized representatives during normal business hours and may be copied at such Member’s expense.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year (“Fiscal Year”).

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such

funds in connection with the cash management system employed by Community Health System, Inc. on behalf of its affiliated hospitals and health care facilities.

7. ALLOCATION OF NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, the net income and net loss of the Company for each Fiscal Year, computed without regard to net gains resulting from the sale or other disposition of any hospital owned by the Company, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests. For purposes of this Agreement, the term “Percentage Interest” shall mean the percentage that the number of Units owned by an Interest Holder bears to the aggregate number of Units owned by all of the Interest Holders.

(b) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder’s Capital Account (excluding from such Interest Holder’s deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. § 1.704- 1(b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder’s Capital Account as quickly as possible. If there is an allocation to an Interest Holder pursuant to this Section 7.1(b), then future allocations of net income pursuant to Section 7.1 shall be adjusted so that those Interest Holders who were allocated less income, or a greater amount of loss, by reason of the allocation made pursuant to this Section 7.1(b), shall be allocated additional net income in an equal amount. It is the intention of the parties that the provisions of this Section 7.1(b) constitute a “qualified income offset” within the meaning of Treas. Reg. § 1.704- 1(b)(2)(ii)(d), and such provisions shall be so construed.

(c) If there is a net decrease in the Company’s Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year (and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder’s share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1.704-2(i)(5), as applicable) of the net decrease in the Company’s Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if any of the exceptions set forth in Treas. Reg. §§ 1.704-2(f) or 1.704-2(i)(4) apply. It is the intention of the parties that this provision constitute a “minimum gain chargeback” within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(d) Notwithstanding anything herein to the contrary, the Company’s partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(1).

(e) Notwithstanding the provisions of Section 7.1(a), no net losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a deficit balance in such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)). In such case, the net loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders to whom such loss can be allocated without violation of the provisions of this Section 7.1(e) in proportion to their respective Percentage Interests among themselves.

(f) Notwithstanding the provisions of Section 7.1(a), to the extent losses are allocated to the Interest Holders by virtue of Section 7.1(e), the net income of the Company thereafter recognized shall be allocated to such Interest Holders (in proportion to the losses previously allocated to them pursuant to Section 7.1(e)) until such time as the net income of the Company allocated to them pursuant to this Section 7.1(f) equals the net losses allocated to them pursuant to Section 7.1(e).

(g) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Board. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each taxable year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

7.2 Allocation of Excess Non recourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3)(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests.

7.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event of (i) the transfer of all or any part of an Interest Holder's Units (in accordance with the provisions of this Agreement), (ii) the admission of a new Member or (iii) disproportionate capital contributions, at any time other than at the end of a Fiscal Year, the transferring Interest Holder's, new Member's or Interest Holders' shares of the Company's income, gain, loss, deductions and credits allocable to such Units, as computed both for accounting purposes and for Federal income tax purposes, shall be allocated between the transferor Interest Holder and the transferee Interest Holder (or Interest Holders), the new Member and the other Interest Holders, or among the Interest Holders, as the case may be, in the same ratio as the number of days in such Fiscal Year before and after the date of such transfer, admission or disproportionate capital contributions; provided, however, that the Board shall have the option to treat the periods before and after the date of such transfer, admission or disproportionate capital contributions as separate Fiscal Years and allocate the Company's net income, gain, net loss, deductions and credits for each of such deemed separate Fiscal Years in accordance with the Interest Holders' respective interests in the Company for such deemed separate Fiscal Years. Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

8. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

8.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the net income or net loss of the Company allocated to them pursuant to Section 7.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of gain provided for in Section 7.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated in the manner provided in Treas. Reg. § 1.1245-1(e) (regardless of whether real property or personal property is involved).

8.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Board.

8.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

8.4 Tax Matters Partner.

(a) The tax matters partner ("TMP") for the Company shall be Pennsylvania Hospital Company, LLC so long as it is a Member. The TMP shall have such authority as is granted a TMP under the Code.

(b) The TMP shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service and in connection

with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel, as well as all other expenses incurred by the TMP in serving as the TMP, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the TMP against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be involved by reason of it being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be the scope of the TMP's authority and for a purpose which the TM') reasonably believed to be in the best interests of the Company or the Interest Holders. The TMP shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the TMP would otherwise be subject by reason of willful misconduct or gross negligence in its duties involved in acting as TMP.

9. DISTRIBUTIONS. The Board shall determine whether distributions shall be made to the Members or whether the cash of the Company shall be reinvested for Company purposes.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Gary D. Newsome, W. Larry Cash and Rachel A. Seifert. Directors shall be elected at the first annual members' meeting and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Members. A director shall be removed by the Members only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Members may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice-Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice-Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 11.11. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and Members'

meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Members and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Members. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Members' meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Members, which shall be furnished to the Secretary by the Members, sign with the President or a Vice-President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice-President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Members or the Company for any act or omission on behalf of

the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

12.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Members or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(d) Any repeal or modification of this Section 12.2 by the Members shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Interest Holders, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor any Interest Holder shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Interest Holders shall not be obligated to present any particular noncompeting business opportunity of a character which, if presented to the Company, could be taken by the Company and each Interest Holder and their Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company and the Interest Holders. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived there from. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, no Member, solely by virtue of his or her status as a Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. No Interest Holder shall have any right to participate in the management or control of the Company's business.

14.2 Meetings. Meetings of the Members may be called by the Chairman, the chief executive officer or the Board, and shall be called by the chief executive officer at the demand of the holders of at least 20% of all votes entitled to be cast on any issue proposed to be considered at the proposed meeting, provided that such requisite number of Members sign, date and deliver to the Secretary of the Company one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a meeting shall be the date the first Member signs the demand.

14.3 Place of Members' Meeting. The Board may designate any place within or without the State of Delaware as the place for any meeting of the Members called by the Board. If no designation of place is properly made, the place of the meeting shall be at the principal office. If a meeting is called at the demand of the Members and the Members designate any place, either within or without the State of Delaware, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the principal office.

14.4 Action Without Meeting. Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

14.5 Notice of Meetings. Meetings of the Members may be held without notice of the date, time, place or purpose of the meeting.

14.6 Quorum and Voting. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Members shall be entitled to one vote for each Unit owned. Unless this Agreement provides otherwise, if a quorum exists, action on any matter shall be approved if the votes cast favoring the action exceed the votes cast opposing the action.

14.7 Record Date. The Board may fix a record date of the Members of not more than 70 days before the meeting or action requiring a determination of the Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote at, a Members' meeting shall be effective for any adjournment of the meeting unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Board in accordance with this Agreement, the record date for determining the Members entitled to notice of and to vote at an annual or special Members' meeting shall be the day before the first notice is delivered to the Members, and the record date for any consent action taken by the Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

19.8 Proxies. At all meetings of the Members, the Members may vote their Units in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Secretary, or other officer or agent authorized to tabulate votes. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Secretary or such other

officer or agent authorized to tabulate votes has received written notice thereof. All proxies shall be filed with the Secretary or the person authorized to tabulate votes before or at the time of the meeting.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Members to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Members' resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Board determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Interest Holders, in accordance with their respective Capital Accounts; provided, however, that if the Board has established any reserves in accordance with the provisions of Section 15.3(a), then the distributions pursuant to this Section 15.3(b) (including distributions of such reserve) shall be pro rata in accordance with the balances of the Interest Holders' Capital Accounts.

16. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

16.1 Assignment of an Interest Holder's Units. An Interest Holder may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Interest Holder's Units. If the Interest Holder was a Member, the transferee of the Units shall automatically become a substitute Member in the place of the Member.

16.2 Bankruptcy, Dissolution, Etc. of Interest Holders. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act, the successor-in-interest of such Member shall have all of the rights of a Member for the purposes of managing such Member's affairs and, if the Interest Holder was a Member, automatically become a substitute Member in place of the Member.

16.3 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice-President and by the Secretary or an Assistant Secretary, if such offices be created and filled, or signed by two officers designated by the Board to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Board may prescribe.

17. GENERAL. 17.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery, transmitted by confirmed telephonic facsimile (fax) or transmitted by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office; and

(2) If given to an Interest Holder, to the Interest Holder at the address set forth in the records of the Company.

(b) All notices, demands and requests shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service, upon transmission of a confirmed fax, or upon being deposited in the United States mail in the manner provided in Section 17.1. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service, the date on the confirmation of a fax, or the date on the return receipt, as applicable; provided, however, that if any party rejects delivery, then the time for a response shall commence to run two days following the mailing of the notice.

17.2 Amendment.

(a) Except as provided in Section 17.2(b), this Agreement may be modified or amended from time to time only upon the consent of the holders of a majority of the Units.

(b) In addition to any amendments authorized by Section 17.1(a), this Agreement may be amended from time to time by the Board without the consent of the Members to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

17.3 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or

describe the scope of this Agreement, or the intent of any pro-vision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

17.4 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information or trade secrets of the Company, including personnel information, secret processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (i) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (ii) any information which is disclosed upon the consent of the Board. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) Each Interest Holder agrees that the Company would be irreparably damaged by reason of any violation of the provisions of Section 17.4(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 17.4 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

17.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

17.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circum-stances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.7 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

17.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

17.9 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof

17.10 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the date and year first written above.

PENNSYLVANIA HOSPITAL COMPANY, LLC

By: /s/Rachel A. Seifert

Title: RACHEL A. SEIFERT

SENIOR VICE PRESIDENT AND GENERAL COUNSEL

HALLMARK HEALTHCARE CORPORATION

By: /s/Rachel A. Seifert

Title: RACHEL A. SEIFERT

SENIOR-VICE PRESIDENT AND GENERAL COUNSEL

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Pennsylvania Hospital Company, LLC 155 Franklin Road, Suite 400 Brentwood, Tennessee 37027	\$ 99.00	99
Hallmark Healthcare Corporation 155 Franklin Road, Suite 400 Brentwood, Tennessee 37027	\$ 1.00	1

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:42 PM 05/12/2003
FILED 06:42 PM 05/13/2003
SRV 030307222 — 3657514 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

- First: The name of the limited liability company is Pottstown Hospital Company, LLC
- Second: The address of its registered office in the State of Delaware is 2711 Centerville Rd., Ste. 400 in the City of Wilmington
The name of its Registered agent at such address is

Corporation Service Company

- Third: (Use this paragraph only if the company is to have a specific effective date of dissolution.) “The latest date on which the limited liability company is to dissolve is ____.”
- Fourth: (insert any other matters the members determine to include herein)

In Witness Whereof, the undersigned have executed this Certificate of Formation of Pottstown Hospital Company, LLC this 12 day of May, 2003.

BY: /s/Robin Joi Keck
NAME: Robin Joi Keck
NAME: Robin Joi Keck
Type or Print

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

POTTSTOWN HOSPITAL COMPANY, LLC

POTTSTOWN HOSPITAL COMPANY, LLC (hereinafter called the “company”), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is POTTSTOWN HOSPITAL COMPANY, LLC
2. The certificate of formation of the company is hereby amended by striking out Article 2 thereof and by substituting in lieu of said Article the following new Article:

“2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 9 East Loockerman Street, Suite 1B, Dover, County of Kent, Delaware 19901.”

Executed on October 23, 2003.

/s/Kimberly A. Wright, Asst. Sec.
Kimberly A. Wright, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:33 PM 11/05/2003
FILED 07:04 PM 11/05/2003
SRV 030712453 — 3657514 FILE

LIMITED LIABILITY COMPANY AGREEMENT
OF
POTTSTOWN HOSPITAL COMPANY, LLC

June 1, 2003

LIMITED LIABILITY COMPANY AGREEMENT
OF
POTTSTOWN HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (“Agreement”) is made as of the 1 day of June, 2003, by and between (i) Pennsylvania Hospital Company, LLC, a Delaware limited liability company, and (ii) Hallmark Healthcare Corporation, a Delaware corporation. The foregoing parties are collectively referred to herein as “Members” and individually as a “Member.” For purposes of this Agreement, the term “Members” includes all persons then acting in such capacity in accordance with the terms of this Agreement.

1. FORMATION.

1.1 Formation. The Members do hereby form a limited liability company (the “Company”) pursuant to the provisions of the Delaware Limited Liability Company Act (“Act”).

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Pottstown Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such registered place of business or such other place that the Board shall deem appropriate. The Company shall designate an agent for service of process in Delaware in accordance with the provisions of the Act.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

- (a) To acquire, own, manage and operate certain healthcare facilities.
 - (b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Members from time to time.
 - (c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.
-

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contributions of Members. The interests of the Members shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. Each of the Members has been issued the number of Units listed on Exhibit A.

4.2 Additional Capital Contributions. In order to raise additional capital or for any other proper purpose, the Board is authorized (without the consent of the Members) to issue additional Units from time to time to Members or to other persons and to admit such persons as Members. The Board shall have sole and complete discretion in determining the consideration and terms and conditions with respect to any future issuance of Units. In addition, the Board is authorized to cause the issuance of any other type of security (including, without limitation, secured or unsecured debt securities and securities convertible into or otherwise granting a right to acquire any class of Units) from time to time to Members or other persons on terms and conditions established in the sole and complete discretion of the Board. In connection with future issuances of Units, the Board shall do all things necessary to comply with the Act and is authorized and directed to do all things it deems to be necessary or advisable in connection with any such future issuances, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any stock exchange on which the Units are listed for trading.

4.3 Loans from Interest Holders. If the Company has a temporary need for funds, the Company may borrow such funds from, among others, one or more of its Members or assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as "Interest Holders") on such terms and conditions as shall be agreed to by the Board and such Interest Holders.

4.4 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. Except as provided in Section 4.1, no Interest Holder shall be obligated to contribute funds or loan money to the Company.

4.5 No Interest on Capital Contributions. No Interest Holder shall be entitled to interest on any capital contributions made to the Company.

4.6 No Withdrawal of Capital. No Member shall be entitled to withdraw any part of the Member's capital contributions to the Company, except as provided in Section 15. No Member shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

4.7 Capital Account. There shall be established on the books of the Company a capital account (“Capital Account”) for each Interest Holder. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the initial capital contribution of the Interest Holder and thereafter shall be increased by (i) any cash or the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the contributed property is subject) and (ii) the amount of all net income (whether or not exempt from tax) and gain allocated to such Interest Holder hereunder, and decreased by (i) the amount of all net losses allocated to such Interest Holder hereunder (including expenditures described in section 705(a)(2)(13) of the Internal Revenue Code of 1986, as amended (“Code”), or treated as such an expenditure by reason of Treas. Reg. § 1.704-1(b)(2)(iv)(i)) and (ii) the amount of cash, and the fair market value of property (net of any liabilities assumed by such Interest Holder or to which the distributed property is subject), distributed to such Interest Holder pursuant to Sections 9 and 15. If the Company has made an election under section 754 of the Code, Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-1(b)(2)(iv)(m). If an Interest Holder transfers all or any part of such Interest Holder’s Units in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Units transferred.

4.8 No Preemptive Rights. No Interest Holder shall have any preemptive, preferential or other right with respect to (i) additional contributions to the capital of the Company, (ii) issuance or sale of Units, whether unissued or treasury, (iii) issuance of any obligations, evidences of indebtedness or other securities of the Company convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase or subscribe to, any such unissued or treasury Units, (iv) issuance of any right of subscription to or right to receive, or any warrant or option for the purchase of, any of the foregoing securities or (v) issuance or sale of any other securities that may be issued or sold by the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company’s principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company’s business and affairs. Upon reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by such Member’s duly authorized representatives during normal business hours and may be copied at such Member’s expense.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year (“Fiscal Year”).

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such

funds in connection with the cash management system employed by Community Health System, Inc. on behalf of its affiliated hospitals and health care facilities.

7. ALLOCATION OF NET INCOME AND NET Loss. 7.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, the net income and net loss of the Company for each Fiscal Year, computed without regard to net gains resulting from the sale or other disposition of any hospital owned by the Company, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests. For purposes of this Agreement, the term “Percentage Interest” shall mean the percentage that the number of Units owned by an Interest Holder bears to the aggregate number of Units owned by all of the Interest Holders.

(b) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder’s Capital Account (excluding from such Interest Holder’s deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(0)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. § 1.704- 1(b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder’s Capital Account as quickly as possible. If there is an allocation to an Interest Holder pursuant to this Section 7.1(b), then future allocations of net income pursuant to Section 7.1 shall be adjusted so that those Interest Holders who were allocated less income, or a greater amount of loss, by reason of the allocation made pursuant to this Section 7.1(b), shall be allocated additional net income in an equal amount. It is the intention of the parties that the provisions of this Section 7.1(b) constitute a “qualified income offset” within the meaning of Treas. Reg. § 1.704- 1(b)(2)(ii)(d), and such provisions shall be so construed.

(c) If there is a net decrease in the Company’s Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year (and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder’s share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1.704-2(i)(5), as applicable) of the net decrease in the Company’s Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if any of the exceptions set forth in Treas. Reg. §§ 1.704-2(f) or 1.704-2(i)(4) apply. It is the intention of the parties that this provision constitute a “minimum gain chargeback” within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(d) Notwithstanding anything herein to the contrary, the Company’s partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(1).

(e) Notwithstanding the provisions of Section 7.1(a), no net losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a deficit balance in

such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)). In such case, the net loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders to whom such loss can be allocated without violation of the provisions of this Section 7.1(e) in proportion to their respective Percentage Interests among themselves.

Notwithstanding the provisions of Section 7.1(a), to the extent losses are allocated to the Interest Holders by virtue of Section 7.1(e), the net income of the Company thereafter recognized shall be allocated to such Interest Holders (in proportion to the losses previously allocated to them pursuant to Section 7.1(e)) until such time as the net income of the Company allocated to them pursuant to this Section 7.1(f) equals the net losses allocated to them pursuant to Section 7.1(e).

(g) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Board. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each taxable year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

7.2 Allocation of Excess Non recourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3)(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests.

7.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event of (i) the transfer of all or any part of an Interest Holder's Units (in accordance with the provisions of this

Agreement), (ii) the admission of a new Member or (iii) disproportionate capital contributions, at any time other than at the end of a Fiscal Year, the transferring Interest Holder's, new Member's or Interest Holders' shares of the Company's income, gain, loss, deductions and credits allocable to such Units, as computed both for accounting purposes and for Federal income tax purposes, shall be allocated between the transferor Interest Holder and the transferee Interest Holder (or Interest Holders), the new Member and the other Interest Holders, or among the Interest Holders, as the case may be, in the same ratio as the number of days in such Fiscal Year before and after the date of such transfer, admission or disproportionate capital contributions; provided, however, that the Board shall have the option to treat the periods before and after the date of such transfer, admission or disproportionate capital contributions as separate Fiscal Years and allocate the Company's net income, gain, net loss, deductions and credits for each of such deemed separate Fiscal Years in accordance with the Interest Holders' respective interests in the Company for such deemed separate Fiscal Years. Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

8. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

8.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the net income or net loss of the Company allocated to them pursuant to Section 7.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of gain provided for in Section 7.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated in the manner provided in Treas. Reg. § 1.1245-1(e) (regardless of whether real property or personal property is involved).

8.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Board.

8.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

8.4 Tax Matters Partner.

(a) The tax matters partner ("TMP") for the Company shall be Pennsylvania Hospital Company, LLC so long as it is a Member. The TMP shall have such authority as is granted a TMP under the Code.

(b) The TMP shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees

and expenses of such counsel, as well as all other expenses incurred by the TMP in serving as the TMP, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the TMP against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be involved by reason of it being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be the scope of the TMP's authority and for a purpose which the TMP reasonably believed to be in the best interests of the Company or the Interest Holders. The TMP shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the TMP would otherwise be subject by reason of willful misconduct or gross negligence in its duties involved in acting as TMP.

9. DISTRIBUTIONS. The Board shall determine whether distributions shall be made to the Members or whether the cash of the Company shall be reinvested for Company purposes.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Gary D. Newsome, W. Larry Cash and Rachel A. Seifert. Directors shall be elected at the first annual members' meeting and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Members. A director shall be removed by the Members only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Members may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice-Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice-Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 11.11. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and Members'

meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Members and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Members. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Members' meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Members, which shall be furnished to the Secretary by the Members, sign with the President or a Vice-President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice-President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Members or the Company for any act or omission on behalf of

the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

12.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Members or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(d) Any repeal or modification of this Section 12.2 by the Members shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Interest Holders, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor any Interest Holder shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Interest Holders shall not be obligated to present any particular noncompeting business opportunity of a character which, if presented to the Company, could be taken by the Company and each Interest Holder and their Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company and the Interest Holders. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived there from. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, no Member, solely by virtue of his or her status as a Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. No Interest Holder shall have any right to participate in the management or control of the Company's business.

14.2 Meetings. Meetings of the Members may be called by the Chairman, the chief executive officer or the Board, and shall be called by the chief executive officer at the demand of the holders of at least 20% of all votes entitled to be cast on any issue proposed to be considered at the proposed meeting, provided that such requisite number of Members sign, date and deliver to the Secretary of the Company one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a meeting shall be the date the first Member signs the demand.

14.3 Place of Members' Meeting. The Board may designate any place within or without the State of Delaware as the place for any meeting of the Members called by the Board. If no designation of place is properly made, the place of the meeting shall be at the principal office. If a meeting is called at the demand of the Members and the Members designate any place, either within or without the State of Delaware, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the principal office.

14.4 Action Without Meeting. Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

14.5 Notice of Meetings. Meetings of the Members may be held without notice of the date, time, place or purpose of the meeting.

14.6 Quorum and Voting. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Members shall be entitled to one vote for each Unit owned. Unless this Agreement provides otherwise, if a quorum exists, action on any matter shall be approved if the votes cast favoring the action exceed the votes cast opposing the action.

14.7 Record Date. The Board may fix a record date of the Members of not more than 70 days before the meeting or action requiring a determination of the Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote at, a Members' meeting shall be effective for any adjournment of the meeting unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Board in accordance with this Agreement, the record date for determining the Members entitled to notice of and to vote at an annual or special Members' meeting shall be the day before the first notice is delivered to the Members, and the record date for any consent action taken by the Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

14.8 Proxies. At all meetings of the Members, the Members may vote their Units in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Secretary, or other officer or agent authorized to tabulate votes. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Secretary or such other

officer or agent authorized to tabulate votes has received written notice thereof. All proxies shall be filed with the Secretary or the person authorized to tabulate votes before or at the time of the meeting.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Members to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Members' resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Board determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Interest Holders, in accordance with their respective Capital Accounts; provided, however, that if the Board has established any reserves in accordance with the provisions of Section 15.3(a), then the distributions pursuant to this Section 15.3(b) (including distributions of such reserve) shall be pro rata in accordance with the balances of the Interest Holders' Capital Accounts.

16. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

16.1 Assignment of an Interest Holder's Units. An Interest Holder may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Interest Holder's Units. If the Interest Holder was a Member, the transferee of the Units shall automatically become a substitute Member in the place of the Member.

16.2 Bankruptcy, Dissolution, Etc. of Interest Holders. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act, the successor-in-interest of such Member shall have all of the rights of a Member for the purposes of managing such Member's affairs and, if the Interest Holder was a Member, automatically become a substitute Member in place of the Member.

16.3 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice-President and by the Secretary or an Assistant Secretary, if such offices be created and filled, or signed by two officers designated by the Board to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Board may prescribe.

17. GENERAL. 17.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery, transmitted by confirmed telephonic facsimile (fax) or transmitted by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office; and

(2) If given to an Interest Holder, to the Interest Holder at the address set forth in the records of the Company.

(b) All notices, demands and requests shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service, upon transmission of a confirmed fax, or upon being deposited in the United States mail in the manner provided in Section 17.1. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service, the date on the confirmation of a fax, or the date on the return receipt, as applicable; provided, however, that if any party rejects delivery, then the time for a response shall commence to run two days following the mailing of the notice.

17.2 Amendment.

(a) Except as provided in Section 17.2(b), this Agreement may be modified or amended from time to time only upon the consent of the holders of a majority of the Units.

(b) In addition to any amendments authorized by Section 17.1(a), this Agreement may be amended from time to time by the Board without the consent of the Members to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

17.3 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or

describe the scope of this Agreement, or the intent of any pro-vision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

17.4 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information or trade secrets of the Company, including personnel information, secret processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (i) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (ii) any information which is disclosed upon the consent of the Board. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) Each Interest Holder agrees that the Company would be irreparably damaged by reason of any violation of the provisions of Section 17.4(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 17.4 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

17.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

17.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circum-stances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.7 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

17.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

17.9 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof

17.10 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the date and year first written above.

PENNSYLVANIA HOSPITAL COMPANY, LLC

By: /s/Rachel A. Seifert

RACHEL A. SEIFERT

SENIOR VICE PRESIDENT AND GENERAL COUNSEL

Title:

HALLMARK HEALTHCARE CORPORATION

By: /s/Rachel A. Seifert

RACHEL a. SEIFERT

SENIOR VICE PRESIDENT AND GENERAL COUNSEL

Title:

Name and Address of Member	Amount of Contribution	Number of Units
Pennsylvania Hospital Company, LLC 155 Franklin Road, Suite 400 Brentwood, Tennessee 37027	\$ 99.00	99
Hallmark Healthcare Corporation 155 Franklin Road, Suite 400 Brentwood, Tennessee 37027	\$ 1.00	1

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:33 PM 12/18/2006
FILED 06:33 PM 12/18/2006
SRV 061159653 — 4270743 FILE

ARTICLES OF INCORPORATION

OF

RUSTON HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Delaware General Corporation Law (the "Delaware Code"), as amended, hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the Corporation is Ruston Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware Code.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:

National Registered Agents, Inc.
160 Greentree Drive, Suite 101
County of Kent Dover, DE 19904

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Robin J. Keck
Community Health Systems, Inc.
4000 Meridian Blvd.
Franklin, Tennessee 37067

ARTICLE VIII

To the fullest extent permitted by Delaware law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware Code or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in

connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that if the Delaware Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Code. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Delaware Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the

advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Delaware Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of December, 2006.

/s/ Robin J. Keck
Robin J. Keck, Incorporator

BYLAWS OF
RUSTON HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Dover, County of Kent, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Delaware or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the

corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the

president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or

places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be

paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 18th day of December, 2006.

ARTICLES OF INCORPORATION
OF
WATSONVILLE HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Delaware General Corporation Law (the "Delaware Code"), as amended, hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the Corporation is Watsonville Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware Code.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:

The Corporation Service Company
1013 Centre Road
County of New Castle
Wilmington, DE 19805

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Virginia D. Lancaster
Community Health Systems. Inc.

ARTICLE VIII

To the fullest extent permitted by Delaware law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware Code or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators: provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Delaware Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon

delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Code. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Delaware Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Delaware Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of March, 1998.

/s/ Virginia D. Lancaster

Virginia D. Lancaster, Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:45 AM 11/12/2003
FILED 09:42 AM 11/12/2003
SRV 030724020 — 2872860 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is: WATSONVILLE HOSPITAL CORPORATION
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on 10-31-03.

/s/ Sherry Connelly
Sherry Connelly
Asst Secretary

BYLAWS OF
WATSONVILLE HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Delaware or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with

respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 18th day of March, 1998.

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:53 PM 08/21/2003
FILED 01:53 PM 08/21/2003 SRV 030545448 — 3695172 FILE

ARTICLES OF INCORPORATION

OF

WEBB HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Delaware General Corporation Law (the "Delaware Code"), as amended, hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the Corporation is Webb Hospital Corporation

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware Code.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:

The Corporation Service Company
2711 Centerville Rd., Suite 400
County of New Castle
Wilmington, DE 19808

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is;

Robin Joi Keck
Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE VIII

To the fullest extent permitted by Delaware law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware Code or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in

connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that if the Delaware Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (1) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Code. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Delaware Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Code.

E. Indemnity of Employees and Agents of the Corporation, The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the

advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Delaware Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of August, 2003.

/s/ Robin Joi Keck
Robin Joi Keck, Incorporator

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is WEBB HOSPITAL CORPORATION
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1 B, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on October 23, 2003

/s/ Kimberly A. Wright ASST SEC.
Kimberly A. Wright

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:57 PM 11/05/2003
FILED 07:50 PM 11/05/2003
SRV 030712496 — 3695172 FILE

BYLAWS OF
WEBB HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof Directors need not be residents of Delaware or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive

committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with

respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 21st day of August, 2003.

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is

Webb Hospital Holdings, LLC

Second: The address of its registered office in the State of Delaware is

2711 Centerville Rd., Ste. 400 in the City of Wilmington

The name of its Registered agent at such address is

Corporation Service Company

Third: (USE this paragraph only if the company is to have a specific effective date of dissolution) "The latest date on which the limited liability company is to dissolve is ."

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of Webb Hospital Holdings, LLC this 21st day of August 2003.

BY: /s/ Robin Joi Keck
Authorized Person(s)

NAME: Robin Joi Keck
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:07 PM 08/21/2003
FILED 01:07 PM 08/21/2003
SRV 030545441 — 3695131 FILE

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

WEBB HOSPITAL HOLDINGS, LLC

WEBB HOSPITAL HOLDINGS, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is WEBB HOSPITAL HOLDINGS, LLC
2. The certificate of formation of the company is hereby amended by striking out Article 2 thereof and by substituting in lieu of said Article the following new Article:

"2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 9 East Loockerman Street, Suite 1B, Dover, County of Kent, Delaware 19901."

Executed on 11/4/03

/s/ Robin Keck

Robin Keck, Authorized Person

State of Delaware

Secretary of State

Division of Corporations

Delivered 12:42 PM 11/12/2003

FILED 10:08 AM 11/12/2003

SRV 030724253 — 3695131 FILE

LIMITED LIABILITY COMPANY AGREEMENT

OF

WEBB HOSPITAL HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the _____ day of September, 2003, by Webb Hospital Corporation, a Delaware corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Webb Hospital Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such registered place of business or such other place that the Board shall deem appropriate. The Company shall designate an agent for service of process in Delaware in accordance with the provisions of the Act.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Member from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The interest in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100

Units. The Member has been issued the number of Units listed on Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Michael T. Portacci, W. Larry Cash and Rachel A. Seifert. Directors shall be elected at the first annual meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the

Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 11.11. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the

officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

12.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee

benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member

shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular noncompeting business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. The Member shall not have any right to participate in the management or control of the Company's business.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. The transferee of the Units shall automatically become a substitute Member in the place of the Member.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act, the successor-in-interest of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Board may prescribe.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof

WEBB HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Name: RACHEL A. SEIFERT

Title: SENIOR VICE PRESIDENT

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Webb Hospital Corporation 155 Franklin Road, Suite 400 Brentwood, Tennessee 37027	\$100.00	100

Secretary of State
Business Services and Regulation
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CHARTER NUMBER: 9118117 DP
COUNTY: FULTON
DATE INCORPORATED: OCTOBER 11, 1991
EXAMINER: JANICE JACKSON
TELEPHONE: 404-656-2784

REQUESTED BY:

C T CORPORATION SYSTEM
JENNIFER F. AULTMAN
2 PEACHTREE STREET, N.W.
ATLANTA, GA 30383

CERTIFICATE OF INCORPORATION

I, MAX CLELAND, Secretary of State and the Corporations Commissioner of the State of Georgia do hereby certify, under the seal of my office, that
“FANNIN REGIONAL HOSPITAL, INC.”

has been duly incorporated under the laws of the State of Georgia on the date set forth above, by the filing of articles of incorporation in the office of the Secretary of State and the fees therefor paid, as provided by law, and that attached hereto is a true copy of said articles of incorporation.

WITNESS, my hand and official seal, in the City of Atlanta, and the State of Georgia on the date set forth below.

DATE: OCTOBER 21, 1991

FORM A1 (JULY 1989)

/s/Max Cleland
MAX CLELAND
SECRETARY OF STATE

/s/Verley J. Spivey
VERLEY J. SPIVEY
DEPUTY SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

FANNIN REGIONAL HOSPITAL, INC.

The undersigned person, acting as incorporator of a corporation under the Georgia Business Corporation Code, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Fannin Regional Hospital, Inc.

ARTICLE TWO

The number of shares the corporation is authorized to issue is One Thousand (1,000) shares of \$.01 par value per share common stock.

ARTICLE THREE

The street address of its initial registered office is 2 Peachtree Street, NW, Atlanta, Fulton County, Georgia 30383 and the name of its initial registered agent at such address is C T CORPORATION SYSTEM.

ARTICLE FOUR

The name and address of the incorporator is J. F. Aultman, 2 Peachtree Street, N. W., Fulton County, Atlanta, Georgia 30383.

ARTICLE FIVE

The mailing address of the initial principal office of the corporation is 14550 Torrey Chase Boulevard, Suite 450, Houston, Texas 77014.

ARTICLE SIX

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or, omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Code Section 14-2-832 of the Georgia Business Corporation Code or (iv) for any transaction from which the director derives an improper personal benefit. If the Georgia Business Corporation Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Georgia Business Corporation Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE SEVEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Georgia Business Corporation Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee is heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Georgia Business Corporation Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation

shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Georgia Business Corporation Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Georgia Business Corporation Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw agreement vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Georgia Business Corporation Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Georgia Business Corporation Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE EIGHT

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 7th day of October, 1991.

/s/J. F. Aultman
2 Peachtree Street, N.W.
Atlanta, Georgia 30383

SECRETARY OF STATE Oct 21 3:24 PM '91

MAX CLELAND
Secretary of State
State of Georgia

BUSINESS SERVICES AND REGULATION
Suite 315, West Tower
2 Martin Luther King Jr., Drive
Atlanta, Georgia 30334
(404) 656-2817

A100
Eff. 7/1/89
J. F. GULLION
Director

ARTICLES OF INCORPORATION DATA ENTRY FORM
FOR GEORGIA CORPORATIONS

I. Filing Date: 10-11-91 Code: DP Docket Number: 91294415

Assigned Exam: 91 Amount: \$___ By: ___

Charter Number: 9118117 Completed: ___

DO NOT WRITE ABOVE THIS LINE — SOS USE ONLY

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE THE REMAINDER OF THIS FORM.

II. Corporate Name: FANNIN REGIONAL HOSPITAL, INC.
Mailing Address: 14550 Torrey Chase Boulevard, Suite 450
City: Houston County: Harris State: Texas Zip Code: 77014

III. Fees Submitted By: CT Corporation System
Amount Enclosed: \$

IV. Incorporator: J. F. Aultman
Address: 2 Peachtree Street, N.W.
City: Atlanta State: Georgia Zip Code: 30383
Incorporator:
Address:
City: State: Zip Code:

V. Registered Agent/Office: CT Corporation System
Address: 2 Peachtree Street, N.W.
City: Atlanta County: Fulton State: Georgia Zip Code: 30383

VI. ARTICLES OF INCORPORATION FILING CHECK-OFF LIST

Applicant

Examiner

-
1. Original and one conformed copy of Articles of Incorporation
 2. Corporate name verification number
 3. Authorized shares stated
 4. Incorporator's signature
 5. Post effective date, if applicable
 6. Number of pages attached:

VII. Applicant/Attorney: J. F. Aultman Telephone: 404-658-1010

Address: 2 Peachtree Street, N.W.

City: Atlanta State: Georgia Zip Code: 30383

NOTICE: Attach original and one copy of the Articles of Incorporation and the Secretary of State filing fee (\$80.00). Mail or deliver to the above address. This form does not replace the Articles of Incorporation.

I understand that the information on this form will be used in the Secretary of State Corporate database. I certify that a notice of intent to incorporate and a publishing fee of \$40.00 has been mailed or delivered to an authorized newspaper, as required by law.

Signed: /s/J. F. Aultman Date: October 7, 1991

BYLAWS OF
FANNIN REGIONAL HOSPITAL, INC.

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Atlanta, State of Georgia.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Georgia the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Georgia, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The first board of directors shall consist of one director. Thereafter, the number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Georgia or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled

by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Georgia.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President and the Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Georgia Business Corporation Code, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When

authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Georgia, at such place or

places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Georgia Business Corporation Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be

paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Georgia Business Corporation Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Georgia Business Corporation Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Georgia Business Corporation Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Georgia Business Corporation Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The undersigned officer of the corporation hereby confirms that the above bylaws were duly adopted as the bylaws of the corporation as of the 23rd day of October, 1991.

/s/Linda K. Parsons
Linda K. Parsons, Secretary

FILED
MAR 22 2001
JESSE WHITE
SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
ANNA HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Illinois Business Corporation Act, (the "Act") hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Anna Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is for profit.

ARTICLE FOUR

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Act.

ARTICLE FIVE

The aggregate number of shares of all classes which the Corporation shall have authority to issue is One Thousand (1,000) shares Common Stock with a par value of \$.01 per share. 1000 issued at \$1,000. Consideration

ARTICLE SIX

The street address of its initial registered office is 700 South Second Street, Springfield, Sangamon County, Illinois 62704, and the name of its initial registered agent at such address is Illinois Corporation Service Company.

ARTICLE SEVEN

The complete address of the corporation's principal office is 155 Franklin Road, Suite 400, Brentwood, Williamson County, Tennessee 37027.

ARTICLE EIGHT

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE NINE

The name and address of the incorporator is:

Virginia D. Lancaster
c/o Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE TEN

To the fullest extent permitted by Illinois law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 5/8/65 of the Illinois Act or (iv) for any transaction from which the director derived an improper personal benefit. If the Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE ELEVEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the

indemnitor's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) of this Article Eleven with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Eleven shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article Eleven or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article Eleven is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Eleven or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article Eleven shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Eleven or as otherwise permitted under the Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE TWELVE

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 21st day of March, 2001.

/s/Virginia D. Lancaster

Virginia D. Lancaster, Incorporator

FORM BCA 5.10/5.20 (rev. Dec. 2003)
STATEMENT OF CHANGE OF
REGISTERED AGENT AND/OR
REGISTERED OFFICE
Business Corporation Act

Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-3647
www.cyberdriveillinois.com

Remit payment in the form of a check or money order payable to the Secretary of State.

FILED
MAY 24 2004
JESSE WHITE
SECRETARY OF STATE

(Bar code: CP0777442)

File # 61552979 Filing Fee: \$25.00 Approved:

Submit in duplicate Type or Print clearly in black ink Do not write above this line

1. CORPORATE NAME: ANNA HOSPITAL CORPORATION
2. STATE OR COUNTRY OF INCORPORATION: ILLINOIS
3. Name and address of the registered agent and registered office as they appear on the records of the office of the Secretary of State (before change):

Registered Agent National Registered Agents, Inc.
First Name Middle Name Last Name

Registered Office 208 South LaSalle Street, Suite 1855
Number Street Suite No.(A P.O. Box alone is not acceptable)
Chicago, IL 60604, County of Cook
City ZIP Code County

4. Name and address of the registered agent and registered office shall be (after all changes herein reported):

Registered Agent National Registered Agents, Inc.
First Name Middle Name Last Name

Registered Office 20 West Adams Street
Number Street Suite No.(A P.O. Box alone is not acceptable)
Chicago, IL 60606, County of Cook
City ZIP Code County

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

6: The above change was authorized by: ("X" one box only)

a. By resolution duly adopted by the board of directors. (Note 5)

b. By action of the registered agent. (Note 6)

SEE REVERSE SIDE FOR SIGNATURES(S).

7. (If authorized by the board of directors, sign here. See Note 5) The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true.

Dated _____
(Month & Day) (Year) (Exact Name of Corporation)

(Any Authorized Officer's Signature)

(Type or Print Name and Title)

(If change of registered office by registered agent, sign here. See Note 6) The undersigned, under penalties of perjury, affirms that the facts stated herein are true.

Dated April 25, 2004 by: /s/National Registered Agents, Inc.
(Month & Day) (Year) (Signature of Registered Agent of Record)

Robert K. Rowell, Vice President (Type or print name. If the registered agent is a corporation, type or print the name and title of the officer who is signing on its behalf.)

NOTES

1. The registered office may, but need not be the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.
2. The registered office must include a street or road address; a post office box number alone is not acceptable.
3. A corporation cannot act as its own registered agent.
4. If the registered office is changed from one county to another, then the corporation must file with the recorder of deeds of the new county a certified copy of the articles of incorporation and a certified copy of the statement of change of registered office. Such certified copies may be obtained ONLY from the Secretary of State.
5. Any change of registered agent must be by resolution adopted by the board of directors. This statement must then be signed by a duly authorized officer.

6. The registered agent may report a change of the registered office of the corporation for which he or she is registered agent. When the agent reports such a change, this statement must be signed by the registered agent. If a corporation is acting as the registered agent, a duly authorized officer of such corporation must sign this statement.

BYLAWS OF
ANNA HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Springfield, State of Illinois.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Illinois as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Illinois, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Illinois or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall

be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Illinois.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its

members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the

corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Illinois Business Corporation Act (the "Illinois Law"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal

representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Illinois, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Illinois Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Illinois Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon

delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Illinois Law. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Illinois Law, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Illinois Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance

herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the ___ day of March, 2001.

FILED
FEB 27 2004
JESSE WHITE
SECRETARY OF STATE

ARTICLES OF INCORPORATION OF GALESBURG HOSPITAL CORPORATION

The undersigned, acting as incorporator of a corporation under the Illinois Corporation Act, (the "Act") hereby adopts the following Articles of Incorporation corporation:

ARTICLE ONE

The name of the Corporation is Galesburg Hospital Corporation

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Illinois Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares of all classes which the Corporation shall have authority to issue is One Thousand (1,000) shares Common Stock with a par value of \$.01 per share. The number of shares proposed to be issued is One Thousand (1,000) shares Common Stock with \$1,000 consideration to be received.

ARTICLE FIVE

The street address of its initial registered office is 208 South LaSalle. Street, Suite 1855, Chicago, Cook County, Illinois 60604, and the name of its initial registered agent at such address is National Registered Agents, Inc.

ARTICLE SIX

The complete address of the corporation's principal office is 155 Franklin Road, Suite 400, Brentwood, Williamson County, Tennessee 37027.

ARTICLE SEVEN

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE EIGHT

The name and address of the incorporator is:

Robin J. Keck
c/o Community Health Systems

ARTICLE NINE

To the fullest extent permitted by Illinois law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 5/8/65 of the Illinois Act or (iv) for any transaction from which the director derived an improper personal benefit. If the Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) of this Article Ten with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Ten shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such

indemnitee is not entitled to be indemnified for such expenses under this Article Ten or otherwise.

B. Right of indemnitee to Bring Suit. If a claim under paragraph (A) of this Article Ten is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Ten or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article Ten shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Ten or as otherwise permitted under the Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 26th day of February, 2004. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

/s/ Robin J. Keck
Robin J. Keck, Incorporator

FILED
MAY 24 2004
JESSE WHITE
SECRETARY OF STATE

FORM BCA 5.10/5.20 (rev. Dec. 2003)
STATEMENT OF CHANGE OF
REGISTERED AGENT AND/OR
REGISTERED OFFICE
Business Corporation Act

Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-3647
www.cyberdriveillinois.com

Remit payment in the form of a
check or money order payable
to the Secretary of State

File # 63372153

Filing Fee: \$25.00 Approved:

Submit in duplicate

Type or Print clearly in black ink

Do not write above this line

1. CORPORATE NAME: GALESBURG HOSPITAL CORPORATION

2. STATE OR COUNTRY OF INCORPORATION: ILLINOIS

3. Name and address of the registered agent and registered office as they appear on the records of the office of the Secretary of State (before change):

Registered Agent

National Registered Agents, Inc.

First Name

Middle Name

Last Name

Registered Office

208 South LaSalle Street, Suite 1855

Number

Street

Suite No. (A P.O. Box alone is not acceptable)

Chicago, IL 60604, County of Cook

City

ZIP Code

County

4. Name and address of the registered agent and registered office shall be (after all changes herein reported):

Registered Agent

National Registered Agents, Inc.

First Name

Middle Name

Last Name

Registered Office

200 West Adams Street

Number Street Suite No. (A P.O. Box alone is not acceptable)

Chicago, IL 60606, County of Cook

City ZIP Code County

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

6. The above change was authorized by: ("X" one box only)

a. By resolution duly adopted by the board of directors. (Note 5)

b. By action of the registered agent. (Note 6)

SEE REVERSE SIDE FOR SIGNATURE(S).

7. (If authorized by the board of directors, sign here. See Note 5)

The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true.

Dated

(Month & Day)

(Year)

(Exact Name of Corporation)

(Any Authorized Officer's Signature)

(Type or Print Name and Title)

(If change of registered office by registered agent, sign here. See Note 6)

The undersigned, under penalties of perjury, affirms that t facts stated herein are true.

Dated April 25, 2004

National Registered Agents, Inc.

(Month & Day) (Year)

by: /s/ Robert K. Rowell
(Signature of Registered Agent of Record)

Robert K. Rowell, Vice President
(Type or print name. If the registered agent is a corporation, type or print the name and title of the officer who is signing on its behalf)

NOTES

1. The registered office may, but need not be the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.
2. The registered office must include a street or road address; a post office box number alone is not acceptable.
3. A corporation cannot act as its own registered agent.
4. If the registered office is changed from one county to another, then the corporation must file with the recorder of deeds of the new county a certified copy of the articles of incorporation and a certified copy of the statement of change of registered office. Such certified copies may be obtained ONLY from the Secretary of State.
5. Any change of registered agent must be by resolution adopted by the board of directors. This statement must then be signed by a duly authorized officer.
6. The registered agent may report a change of the registered office of the corporation for which he or she is registered agent. When the agent reports such a change, this statement must be signed by the registered agent. If a corporation is acting as the registered agent, a duly authorized officer of such corporation must sign this statement.

File Number 6337-215-3

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE

AND CORRECT COPY, CONSISTING OF 06 PAGES, AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR GALESBURG HOSPITAL CORPORATION.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of JULY A.D. 2007

/s/ Jesse White
SECRETARY OF STATE

BYLAWS OF GALESBURG HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Chicago, County of Cook, State of Illinois.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Illinois as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Illinois, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Illinois or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Illinois.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the

corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Illinois Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the

president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Illinois, at such place or

places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Illinois Business Corporation Act, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the

right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Illinois Business Corporation Act, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Illinois Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Illinois Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Illinois Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 27th day of February, 2004.

FILED
AUG 1 2001
6174-6633
JESSE WHITE
SECRETARY OF STATE

ARTICLES OF INCORPORATION OF GRANITE CITY HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Illinois Business Corporation Act, (the "Act") hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Granite City Hospital Corporation

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is for profit.

ARTICLE FOUR

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Act.

ARTICLE FIVE

The aggregate number of shares of all classes which the Corporation shall have authority to issue is One Thousand (1,000) shares Common Stock with a par value of \$.01 per share. The number of shares proposed to be issued is One Thousand (1,000) shares Common Stock with \$1,000 consideration to be received.

ARTICLE SIX

The street address of its initial registered office is 700 South Second Street, Springfield, Sangamon County, Illinois 62704, and the name of its initial registered agent at such address is Illinois Corporation Service Company.

ARTICLE SEVEN

The complete address of the corporation's principal office is 155 Franklin Road, Suite 400, Brentwood, Williamson County, Tennessee 37027.

ARTICLE EIGHT

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE NINE

The name and address of the incorporator is:

Virginia D. Lancaster
c/o Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE TEN

To the fullest extent permitted by Illinois law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 5/8/65 of the Illinois Act or (iv) for any transaction from which the director derived an improper personal benefit. If the Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE ELEVEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) of this Article Eleven with respect to proceedings to enforce rights to

indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Eleven shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article Eleven or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article Eleven is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Eleven or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article Eleven shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the

provisions of this Article Eleven or as otherwise permitted under the Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE TWELVE

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 31st day of July, 2001. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

/s/ Virginia D. Lancaster

Virginia D. Lancaster, Incorporator

FORM BCA 5.10/5.20 (rev, Dec. 2003)
STATEMENT OF CHANGE OF
REGISTERED AGENT AND/OR
REGISTERED OFFICE
Business Corporation Act

Jesse White, Secretary of State
Department of Business Services FILED
Springfield, IL 62756
Telephone (217) 782-3647
www.cyberdriveillinois.com

FILED
MAY 24 2004
JESSE WHITE
SECRETARY OF STATE

Remit payment in the form of a
check or money order payable
to the Secretary of State.

File # 61746633

Filing Fee: \$25.00 Approved:

Submit in duplicate

Type or Print clearly in black ink

Do not write above this line

1. CORPORATE NAME: GRANITE CITY HOSPITAL CORPORATION

2. STATE OR COUNTRY OF INCORPORATION: ILLINOIS

3. Name and address of the registered agent and registered office as they appear on the records of the office of the Secretary of State (before change):

Registered Agent National Registered Agents, Inc.

First Name	Middle Name	Last Name
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Registered Office 208 South LaSalle Street, Suite 1855

Number	Street	Suite No. (A P.O. Box alone is not acceptable)
--------	--------	--

Chicago, IL 60604, County of Cook

City	ZIP Code	County
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4. Name and address of the registered agent and registered office shall be (after all changes herein reported):

Registered Agent National Registered Agents, Inc.

First Name Middle Name Last Name

Registered Office 200 West Adams Street

Number Street Suite No. (A P.O. Box alone is not acceptable)

Chicago, IL 60606, County of Cook

City ZIP Code County

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

6. The above change was authorized by: ("X" one box only)

a. By resolution duly adopted by the board of directors. (Note 5)

b. By action of the registered agent. (Note 6)

SEE REVERSE SIDE FOR SIGNATURES(S).

7. (If authorized by the board of directors, sign here. See Note 5)

The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true.

Dated (Month & Day) (Year) (Exact Name of Corporation)

(Any Authorized Officer's Signature)

(Type or Print Name and Title)

(if change of registered office by registered agent, sign here. See Note 6) The undersigned, under penalties of perjury, affirms that the facts stated herein are true

Dated April 25, 2004 by: /s/ Robert K. Rowell

(Month & Day) (Year) (Signature of Registered Agent of Record)

Robert K. Rowell, Vice President

(Type or print name. If the registered agent is a corporation, type or print the name and title of the officer who is signing on its behalf.)

NOTES

1. The registered office may, but need not be the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.
2. The registered office must include a street or road address; a post office box number alone is not acceptable.
3. A corporation cannot act as its own registered agent.
4. If the registered office is changed from one county to another, then the corporation must file with the recorder of deeds of the new county a certified copy of the articles of Incorporation and a certified copy of the statement of change of registered office. Such certified copies may be obtained ONLY from the Secretary of State.
5. Any change of registered agent must be by resolution adopted by the board of directors. This statement must then be signed by a duly authorized officer.
6. The registered agent may report a change of the registered office of the corporation for which he or she is registered agent. When the agent reports such a change, this statement must be signed by the registered agent. If a corporation is acting as the registered agent, a duly authorized officer of such corporation must sign this statement.

File Number 6174-663-3

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE AND CORRECT COPY, CONSISTING OF 06 PAGES, AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR GRANITE CITY HOSPITAL CORPORATION.*****

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of JULY AD. 2007

/s/ Jesse White

SECRETARY OF STATE

Authentication #: 0718301639

Authenticate at: <http://www.cyberdriveillinois.com>

BYLAWS OF GRANITE CITY HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Springfield, County of Sangamon, State of Illinois.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Illinois as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Illinois, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Illinois or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Illinois.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Illinois Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Illinois, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Illinois Business Corporation Act, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if

such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Illinois Business Corporation Act, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Illinois Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Illinois Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Illinois Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 1st day of August, 2001.

FORM LLC-5.5
JANUARY 2000

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY COMPANY DIVISION
ROOM 359, HOWLETT BUILDING
SPRINGFIELD, IL 62756
<http://www.sos.state.il.us>

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

Illinois Limited Liability Company Act

Articles of Organization

Must be typewritten
This space for use by Secretary of State
Date 08-03-2001
Assigned File # 0058590-4
File Fee \$400
Approved: /s/

This space for use by Secretary of State
FILED
AUG 03 2001
JESSE WHITE
SECRETARY OF STATE
PAID AUG 06 2001

1. Limited Liability Company Name: Granite City Illinois Hospital' Company, LLC

(The LLC name must contain the words limited liability company, L.L.C. or LLC and cannot contain the terms corporation, corp., incorporated, Inc., ltd., co., limited partnership, or L.P.)

2. If transacting business under an assumed name, complete and attach Form LLC-1.20.

3. The address of its principal place of business: (Post office box alone and c/o are unacceptable.)

155 Franklin Road, Suite 400, Brentwood, TN 37027

4. The Articles of Organization are effective on: (Check one)

a) the filing date, or b) o another date later than but not more than 60 days subsequent to the filing date: (month, day, year)

5. The registered agent's name and registered office address is:

Registered agent: Illinois Corporation Service Company
First Name Middle Initial Last Name

Registered Office: 700 S. Second Street Springfield 62704 Sangamon
(P.O. Box and c/o are unacceptable) Number Street Suite # City ZIP Code County

6. Purpose or purposes for which the LLC is organized: Include the business code # (IRS Form 1065). (If not sufficient space to cover this point, add one or more sheets of this size.) 551112 "The transaction of any or all lawful business for which limited liability companies may be organized under this Act."

7. The latest date, if any, upon which the company is to dissolve Perpetual (month, day, year)

Any other events of dissolution enumerated on an attachment. (Optional)

8. Other provisions for the regulation of the internal affairs of the LLC per Section 5-5 (a) (8) included as attachment

If yes, state the provisions(s) from the ILLCA. o Yes No

9. a) Management is by manager(s): If yes, list names and business addresses. o Yes No

b) Management is vested in the member(s): Yes o No
If yes, list names and addresses.

Granite City Hospital Corporation
155 Franklin Road, Suite 400
Brentwood, TN 37027

10. I affirm, under penalties of perjury, having authority to sign hereto, that these articles of organization are to the I of my knowledge and belief, true, correct and complete.

Dated July 31, 2001
(Month/Day) (Year)

Signature(s) and Name(s) of Organizer(s)

Business Address(es)

1. /s/ Virginia D. Lancaster
signature

1. 155 Franklin Road, Suite 400
Number Street

Virginia D. Lancaster, Organizer
(Type or print name and title)

Brentwood, TN 37027
City/Town

(Name if a corporation or other entity)

State ZIP code

2. Signature

2. Number Street

(Type or print name and title)

City/Town

(Name if a corporation or other entity)

State ZIP code

3. Signature

3. Number Street

(Type or print name and title)

City/Town

(Name if a corporation or other entity)

State ZIP Code

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be on conformed copies.)

FORM LLC-5.25
JANUARY 1999

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY COMPANY DIVISION
ROOM 359, HOWLETT BUILDING
SPRINGFIELD, IL 62756
<http://www.sos.state.il.us>

Payment must be made by business firm check payable to Secretary of State. (If check is returned for any reason this filing will be void.)

Illinois Limited Liability Company Act
Articles of Organization

Filing Fee (see note).

SUBMIT IN DUPLICATE

Must be typewritten

This space for use by Secretary of State

Date 11-17-2003

Assigned File # 00585904

File Fee \$25.00

Approved: /s/

This space for use by Secretary of State

FILED

NOV 17 2003

JESSE WHITE

SECRETARY OF STATE

PAID NOV 17 2003

1. Limited Liability Company name GRANITE CITY ILLINOIS HOSPITAL COMPANY, LLC
2. File number assigned by the Secretary of 00 585904
3. Federal Employer Identification Number (F.E.I.N.): 36-4460628
4. These Articles of Amendment are effective on the file date or a later date being _____, not to exceed 30 days after the file date.
5. The company has elected in its operating agreement to be governed by the amendatory Act of 1997: o Yes o No

6. The Articles of Organization are amended as follows: (Attach a copy of the text of each amendment adopted.) (Address changes of P.O. Box and c/o are unacceptable)

- a) Admission of a new member (give name and address below)
- b) Admission of a new manager (give name and address below)
- c) Withdrawal of a member (give name below)
- d) Withdrawal of a manager (give name below)
- e) Change in the address of the office at which the records required by Section 1-40 of the Act are kept (give new address, including county below)
- f) Change of registered agent and/or registered agent's office (give new name and address, including county below)
- g) Change in the limited liability company's name (list below)
- h) Change in date of dissolution or other events of dissolution enumerated in item 8 of the Articles of Organization
- i) Other (give information below)

To change the Registered Agent and Registered Office of the Limited Liability Company to:

National Registered Agents, Inc.
208 South LaSalle Street, Suite 1855
Chicago, IL 60604 County of Cook

7. This amendment was adopted by the managers. S. 5-25(3) Yes No
a) Not less than minimum number of managers so approved. Yes No
b) Member action was not required. Yes No

8. This amendment was adopted by the members. S. 5-25(4) Yes No
Not less than minimum number of members so approved.

9. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this articles of amendment is to the best of my knowledge and belief, true, correct and complete.

Dated October 23, 2003
(Month & Day) (Year)

/s/ Sherry A. Connelly
(Signature)

Sherry A. Connelly, Asst. Sec.

Granite City Hospital Corporation
(Type or print Name and Title)

Sole Member

(if applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.)

NOTE: * If the the company has elected in its operating agreement to be governed by the amendatory Act of 1997, and the only change reported is a change in the registered agent and/or registered office, the filing fee is \$25.

If the the company has not elected in its operating agreement to be governed by the amendatory Act of 1997, and/or other changes are also reported, the filing fee is \$100.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF GRANITE CITY ILLINOIS HOSPITAL COMPANY, LLC

This Limited Liability Company Operating Agreement (“Agreement”) is declared to be effective as of the 3rd day of August, 2001, by Granite City Hospital Corporation, as the sole Member (such corporation and any successor hereunder, the “Member”) of Granite City Illinois Hospital Company, LLC (the “Company”), pursuant to the provisions of the Illinois Limited Liability Company Act (the “Act”).

Section 1
THE COMPANY

- 1.1. Formation. The initial Member is forming the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.
 - 1.2. Company Name. The name of the Company shall be as set forth in the Articles from time to time, and all business of the Company shall be conducted in such name. The Member may change the name of the Company at any time.
 - 1.3. Purpose. The purpose of the Company shall be as set forth in the Articles from time to time.
 - 1.4. Principal Place of Business. The principal place of business and address of the Company shall be at any place within or without the State of Illinois as determined by the Member.
 - 1.5. Existence. The existence of the Company shall commence on the date the Company’s Articles of Organization (as amended from time to time, the “Articles”) are filed in the office of the Secretary of State of Illinois in accordance with the Act and shall continue until the winding up and liquidation of the Company following a Liquidating Event as provided in Section 8 hereof.
 - 1.6. Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity.
 - 1.7. Independent Activities; Transactions With Affiliates.
 - (a) The Member shall be required to devote only such time to the affairs of the Company as the Member determines in its sole discretion may be necessary or appropriate, and the Member shall be free to serve any other Person in any capacity that he may deem appropriate in his discretion.
 - (b) Insofar as permitted by applicable law, the Member may, notwithstanding this Agreement, engage in whatever activities it chooses, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company, and neither this Agreement nor any activity undertaken pursuant hereto shall prevent
-

the Member from engaging in such activities or require the Member to permit the Company to participate in any such activities.

1.8. Definitions. Certain capitalized words and phrases used in this Agreement have the following meanings:

“Interest” means the entire limited liability company interest in the Company of a Member or Interest Holder at any particular time, including the right of such Member or Interest Holder to any and all benefits to which the Member or Interest Holder may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

“Interest Holder” means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. “Interest Holders” means all such Persons.

“Net Cash Flow” means the gross cash proceeds from Company operations and from all sales and other dispositions and refinancings of Property, less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Member. “Net Cash Flow” shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

“Person” means any individual, partnership, limited liability company, corporation, trust, or other entity.

“Property” means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of. “Transferred” shall have a correlative meaning.

Section 2

CAPITAL CONTRIBUTIONS

2.1. Initial Capital Contributions. In exchange for all the Interests in the Company, the Member has, or may cause to be, contributed or will contribute to the capital of the Company, One Thousand and No/100 Dollars (\$1,000.00) in cash.

Section 3

TAX ALLOCATIONS

3.1. No Allocations in Single-Member Entity. Granite City Hospital Corporation, as the only Member, intends for the Company, as such a wholly-owned entity, to be disregarded for accounting and income tax purposes. Accordingly, all items of income, gain, loss, deduction, and credit that would, but for such single-member status, belong to the Company shall belong to the Member.

Section 4
DISTRIBUTIONS

4.1. Distributions. Subject to the Act, Net Cash Flow, if any, and any item of Property chosen by the Member, shall be distributed to or as directed by the Member, at such times as the Member may determine.

Section 5
MANAGEMENT

5.1. Authority and Duties of Member. The overall management and control of the Company shall be vested in the Member and the Member shall have the right and authority to enter into transactions on behalf of the Company, to bind the Company and to conduct, and to make decisions relating to, the day-to-day operations of the Company. Without limiting the foregoing and in each case without any further act, vote or approval, the Member is hereby specifically authorized for, and in the name of and on behalf of, the Company from time to time to:

- (a) Amend the Articles;
- (b) Issue Interests in the Company and admit other Persons as Members;
- (c) Acquire by purchase, lease, or otherwise any real or personal property;
- (d) Loan money to the Company, its affiliates or other third parties, upon such terms and conditions as the Member may determine;
- (e) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real or personal property;
- (f) Designate, authorize and direct one or more Persons to execute any and all agreements, contracts, documents, certifications, and instruments on behalf of the Company that are necessary or convenient in connection with the management, maintenance and operation of Property or managing the Company's affairs, including executing amendments to the Agreement and the Articles in accordance with the terms of the Agreement, both as authorized agent for the Company and, if required, as attorney-in-fact for the Member pursuant to a power of attorney.
- (g) Appoint individuals designated as officers and/or managers of the Company and delegate such authority to such officers and/or managers as the Member deems advisable.
- (h) Borrow money and issue evidences of indebtedness (including bonds, notes and debentures) necessary, convenient or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Property;
- (i) Care for and distribute funds to the Interest Holders by way of income, return of capital, or otherwise;

(j) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the Property or operations of the Company;

(k) Engage in any kind of activity and perform and carry out contracts of any kind as may be lawfully engaged in, carried out, or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified; and

(1) Make any and all elections for federal, state, and local tax purposes.

5.2. Indemnification of Member.

(a) The Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify, save harmless, and pay all judgments and claims against the Member relating to any liability or damage incurred by reason of: (i) ownership of an Interest in the Company, and (ii) any act performed or omitted to be performed by the Member in connection with the business of the Company, in any case including attorneys' fees incurred by the Member in connection with the defense of any action based on any of the foregoing.

(b) Notwithstanding anything to the contrary in Section 5.2(a) above, in the event that any provision in such Section is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

Section 6

ROLE OF THE MEMBER

6.1. Compensation. The Member may from time to time receive a salary, fee, or draw for services rendered to or on behalf of the Company in such amount as the Member deems appropriate.

6.2. Expenses. The Member may charge the Company for any expenses reasonably incurred by it in connection with the Company's business.

6.3. Loans. If the Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a capital contribution but shall be a debt due from the Company. The amount of any such loan or advance by the Member shall be repayable out of the Company's cash and shall bear interest at such rate as the Company and the Member shall agree but not in excess of the maximum rate permitted by law. The Member shall not be obligated to make any loan or advance to, or on behalf of, the Company.

Section 7

TRANSFERS OF INTERESTS

7.1. No Restriction on Transfers. The Member may Transfer all or any portion of its Interest at any time.

7.2. Admission of Transferees as Members. Unless otherwise indicated in writing at the time of any Transfer of an Interest, a transferee of an Interest (including a transferee by operation of law) shall be admitted to the Company as a substituted Member and shall be bound by the terms of this Agreement upon such transferee's written notice to the Company at the address set forth in Section 1.4.

Section 8

DISSOLUTION AND WINDING UP

8.1. Liquidating Events. The death, retirement, bankruptcy or dissolution of the Member, or the occurrence of any other event that terminates the continued membership of a member in the Company, shall not cause the Company to be dissolved and its affairs wound up, but rather the business of the Company shall be continued without dissolution, provided that there remains at least one Member (including a transferee of one or more Interests who becomes a Member). The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following events (the "Liquidating Events"):

- (a) The written consent of the Member or any successor Member;
- (b) There is no Member or transferee of one or more Interests who becomes a Member; or
- (c) The occurrence of any other event causing the dissolution of the Company under Act.

8.2. Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member. To the extent not inconsistent with the foregoing, the terms of this Agreement shall continue in full force and effect until such time as all of the Property (including the proceeds of sales of Property) has been distributed pursuant to this Section 8.2 and the Company's existence has been terminated in accordance with the Act. The Member (or, in the event there is no remaining Member, any Person elected by those Persons succeeding to ownership of the Member's Interest) shall be responsible for overseeing the winding up of the Company, shall take full account of the Company's liabilities and Property, shall cause the Property other than cash to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- (a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors; and
- (b) The balance, if any, to the Member.

Section 9

MISCELLANEOUS

9.1. Amendment. The Member may amend this Agreement at any time.

9.2. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

9.3. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.4. Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

9.5. Governing Law. The laws of the State of Illinois shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member.

The undersigned has executed this Agreement as of the day and year first above set forth.

GRANITE CITY HOSP TAL CORPORATION

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Vice President, General Counsel and Secretary

File Number 5895-587-6

State of Illinois

Office of

The Secretary of State

Whereas, ARTICLES OF INCORPORATION OF MARION HOSPITAL CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In testimony whereof; I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 12TH day of JULY A.D. 1996 and of the Independence of the United States the two hundred and 21st

/s/ George M. Ryan

Secretary of State

ARTICLES OF INCORPORATIONS

OF

MARION HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Illinois Business Corporation Act, as amended, hereby adopts the following charter for such corporation:

ARTICLE ONE

The name of the Corporation is Marion Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is for profit.

ARTICLE FOUR

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Illinois Business Corporation Act (the "Illinois Act").

ARTICLE FIVE

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares common stock with a par value of \$.01 per share. The Corporation proposes to issue 1,000 shares of common stock. The consideration to be received, less expenses, including commissions, paid or incurred in connection with the issuance of the shares, is anticipated to be \$1,000.00.

ARTICLE SIX

The street address of its initial registered office is 700 South Second Street, Springfield, Sangamon County, 62704 and the name of its initial registered agent at such address is Illinois Corporation Service Company.

ARTICLE SEVEN

The complete address of the corporation's principal office is 155 Franklin Road, Suite 400, Brentwood, Williamson County, Tennessee 37027.

ARTICLE EIGHT

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE NINE

The name and address of the incorporator is:

Robin J. Payton
414 Union Street, Suite 1600
Nashville, TN 37219

ARTICLE TEN

To the fullest extent permitted by Illinois law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 5/8.65 of the Illinois Act, or (iv) for any transaction from which the director derives an improper personal benefit. If the Illinois Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Illinois Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE ELEVEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Illinois Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue with respect to an indemnatee who has ceased to be a director or officer and shall inure to the benefit of the indemnatee's heirs, executors and administrators; provided, however, that except as pros ided in paragraph (B) of this Article Eleven with respect to proceedings to enforce rights to

indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Eleven shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”), provided, however, that, if the Illinois Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article Eleven or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article Eleven is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Illinois Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Illinois Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Eleven or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article Eleven shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Illinois Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the

advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Eleven or as otherwise permitted under the Illinois Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE TWELVE

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 11th day of July, 1996.

/s/ Robin J. Payton
Robin J. Payton, Incorporator
414 Union Street
Suite 1600
Nashville, TN 37219

FORM BCA 5.10/5.20 (rev. Dec. 2003)
STATEMENT OF CHANGE OF
REGISTERED AGENT AND/OR
REGISTERED OFFICE
Business Corporation Act

Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-3647
www.cyberdriveillinois.com

Remit payment in the form of a
check or money order payable
to the Secretary of State.

File # 58955876 Filing Fee: \$25.00 Approved:

Submit in duplicate Type or Print clearly in black ink Do not write above this

1. CORPORATE NAME: MARION HOSPITAL CORPORATION

2. STATE OR COUNTRY OF INCORPORATION: ILLINOIS

3. Name and address of the registered agent and registered office as they appear on the records of the office of the Secretary of State (before change):

Registered Agent National Registered Agents, Inc.
Registered Office 208 South LaSalle Street, Suite 1855
Chicago, IL 60604, County of Cook

4. Name and address of the registered agent and registered office shall be (after all changes herein reported):

Registered Agent National Registered Agents, Inc.
Registered Office: 200 West Adams Street, Chicago, IL 60606, County of Cook

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

6. The above change was authorized by: ("X" one box only)

a. By resolution duly adopted by the board of directors. (Note 5)

b. By action of the registered agent. (Note 6)

SEE REVERSE SIDE FOR SIGNATURES(S).

C-135:17

7. (If authorized by the board of directors, sign here. See Note 5)

The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true.

Dated

(If change of registered office by registered agent, sign here. See Note 6)

The undersigned, under penalties of perjury, affirms that facts stated herein are true.

Dated April 25, 2004

By: /s/ Robert K. Rowell

Robert K. Rowell, Vice President

(Type or print name. If the registered agent is a corporation, type or print the name and title of the officer who is signing on its behalf)

NOTES

1. The registered office may, but need not be the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.
2. The registered office must include a street or road address; a post office box number alone is not acceptable.
3. A corporation cannot act as its own registered agent.
4. If the registered office is changed from one county to another, then the corporation must file with the recorder of deeds of the new county a certified copy of the articles of Incorporation and a certified copy of the statement of change of registered office. Such certified copies may be obtained ONLY from the Secretary of State.
5. Any change of registered agent must be by resolution adopted by the board of directors. This statement must then be signed by a duly authorized officer.
6. The registered agent may report a change of the registered office of the corporation for which he or she is registered agent. When the agent reports such a change, this statement must be signed by the registered agent. If a corporation is acting as the registered agent, a duly authorized officer of such corporation must sign this statement.

File Number 5895-587-6

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE AND CORRECT COPY, CONSISTING OF 07 PAGES, AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR MARION HOSPITAL CORPORATION.***

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2nd day of JULY A.D 2007

Authentication #: 0718301647

Authenticate at: <http://www.cyberdriveillinois.com> SECRETARY OF STATE

BYLAWS OF
MARION HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Springfield, State of Illinois.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Illinois as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Illinois, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Illinois or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall

be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Illinois.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its

members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the

corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Illinois Business Corporation Act (the "Illinois Law"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal

representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Illinois, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Illinois Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Illinois Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the

corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Illinois Law. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Illinois Law, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Illinois Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be

added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 12th day of July, 1996.

FILED
MAY 17 2001
JESSE WHITE
SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
RED BUD HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Illinois Business Corporation Act, (the "Act") hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Red Bud Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is for profit.

ARTICLE FOUR

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Act.

ARTICLE FIVE

The aggregate number of shares of all classes which the Corporation shall have authority to issue is One Thousand (1,000) shares Common Stock with a par value of \$.01 per share. The number of shares proposed to be issued is One Thousand (1,000) shares Common Stock with \$1,000 consideration to be received.

ARTICLE SIX

The street address of its initial registered office is 700 South Second Street, Springfield, Sangamon County, Illinois 62704, and the name of its initial registered agent at such address is Illinois Corporation Service Company.

ARTICLE SEVEN

The complete address of the corporation's principal office is 155 Franklin Road, Suite 400, Brentwood, Williamson County, Tennessee 37027.

ARTICLE EIGHT

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE NINE

The name and address of the incorporator is:

Virginia D. Lancaster
c/o Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE TEN

To the fullest extent permitted by Illinois law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 5/8/65 of the Illinois Act or (iv) for any transaction from which the director derived an improper personal benefit. If the Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE ELEVEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the

indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) of this Article Eleven with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Eleven shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article Eleven or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article Eleven is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Eleven or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article Eleven shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Eleven or as otherwise permitted under the Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE TWELVE

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 16th day of May, 2001.

The undersigned incorporator hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

/s/ Virginia D. Lancaster

Virginia D. Lancaster, Incorporator

FORM BCA 5.10/5.20 (rev. Dec. 2003)
STATEMENT OF CHANGE OF
REGISTERED AGENT AND/OR
REGISTERED OFFICE
Business Corporation Act

FILED
May 24 2004
JESSE WHITE
SECRETARY OF STATE

Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-3647
www.cyberdriveinnois.com

Remit payment in the form of a
check or money order payable
to the Secretary of State.

File # 61627014 Filing Fee: \$25.00 Approved:

1. CORPORATE NAME: RED BUD HOSPITAL CORPORATION

2. STATE OR COUNTRY OF INCORPORATION: ILLINOIS

3. Name and address of the registered agent and registered office as they appear on the records of the office of the Secretary of State (before change):

Registered Agent National Registered Agents, Inc.

Registered Office 208 South LaSalle Street, Suite 1855, Chicago, IL 60604, County of Cook

4. Name and address of the registered agent and registered office shall be (after all changes herein reported):

Registered Agent National Registered Agents, Inc.

Registered Office 200 West Adams Street, Chicago, IL 60606, County of Cook

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

6. The above change was authorized by: ("X" one box only)

a. By resolution duly adopted by the board of directors. (Note 5)

b. By action of the registered agent. (Note 6)

SEE REVERSE SIDE FOR SIGNATURES(S).

7. (If authorized by the board of directors, sign here. See Note 5)

The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true.

Dated (Month & Day) (Year) (Exact Name of Corporation)

(Any Authorized Officer's Signature)

(Type or Print Name and Title)

(If change of registered office by registered agent, sign here. See Note 6)

The undersigned, under penalties of perjury, affirms that the facts stated herein are true.

Dated April 25, 2004

National Registered Agents, Inc.

by: /s/Robert K. Rowell
(Signature of Registered Agent of Record)

Robert K. Rowell, Vice President
(Type or print name. If the registered agent is a corporation, type or print the name and title of the officer who is signing on its behalf.)

NOTES

1. The registered office may, but need not be the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.
2. The registered office must include a street or road address; a post office box number alone is not acceptable.
3. A corporation cannot act as its own registered agent.
4. If the registered office is changed from one county to another, then the corporation must file with the recorder of deeds of the new county a certified copy of the articles of incorporation and a certified copy of the statement of change of registered office. Such certified copies may be obtained ONLY from the Secretary of State.
5. Any change of registered agent must be by resolution adopted by the board of directors. This statement must then be signed by a duly authorized officer.
6. The registered agent may report a change of the registered office of the corporation for which he or she is registered agent. When the agent reports such a change, this statement must be signed by the registered agent. If a corporation is acting as the registered agent, a duly authorized officer of such corporation must sign this statement.

BYLAWS OF
RED BUD HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Springfield, County of Sangamon, State of Illinois.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Illinois as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Illinois, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Illinois or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Illinois.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Illinois Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Illinois, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Illinois Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Illinois Business Corporation Act, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Illinois Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Illinois Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Illinois Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 17th day of May, 2001.

Form LLC-5.5
January 2000

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 359, Howlett Building
Springfield, IL 62756
<http://www.sos.state.il.us>

Payment must be made by certified
check, cashier's check, Illinois
attorney's check, Illinois C.P.A.'s check
or money order, payable to "Secretary of State."

Illinois
Limited Liability Company Act
Articles of Organization

SUBMIT IN DUPLICATE
Must be typewritten

This space for use by Secretary of State
Date 5-23-01
Assigned File # 0055642-4
Filing Fee \$400.00
Approved:

FILED
MAY 23, 2001
JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: Red Bud Illinois Hospital Company, LLC (The LLC name must contain the words limited liability company, L.L.C. or LLC and cannot contain the terms corporation, corp., incorporated, inc., ltd., co., limited partnership, or L.P.)
2. If transacting business under an assumed name, complete and attach Form LLC-1.20.
3. The address of its principal place of business: (Post office box alone and c/o are unacceptable.)
1 Saint Clement Boulevard
Red Bud, Illinois 62278-0119
4. The Articles of Organization are effective on: (Check one)
a) the filing date, or b) another date later than but not more than 60 days subsequent to the filing date: (month, day, year)

5. The registered agent's name registered office address is:

Registered agent:	Corporation Service Company		
Registered Office:	700	Second Street	
(P.O. Box and c/o are unacceptable)	Springfield	62704	Sangamon

6. Purpose or purposes for which the LLC is organized: Include the business code # (IRS Form 1065). (if not sufficient space to cover this point, add one or more sheets of this size.) 551.112

"The transaction of any or all lawful business for which limited liability companies may be organized under this Act."

7. The latest date, if any, upon which the company is to dissolve Perpetual

Any other events of dissolution enumerated on an attachment. (Optional)

8. Other provisions for the regulation of the internal affairs of the LLC per Section 5-5 (a) (8) included as attachment:

If yes, state the provisions(s) from the ILLCA. Yes No

9. a) Management is by manager(s): Yes No
If yes, list names and business addresses.

b) Management is vested in the member(s): Yes No
If yes, list names and addresses.

Red Bud Hospital Corporation
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

10. I affirm, under penalties of perjury, having authority to sign hereto, that these articles of organization are to the best of my knowledge and belief, true, correct and complete.

Dated May 22, 2001

Signature(s) and Name(s) of Organizer(s)

1. /s/Kimberly J. Kannensohn
Kimberly Kannensohn, Organizer

Business Address(es)

1. 150 Michigan Avenue, Suite 250
Chicago, Illinois 60601-7567

2. Signature
(Type or print name and title)
(Name of a corporation or other entity)

2. Number Street
City/Town
State Zip Code

3. Signature
(Type or print name and title)
(Name of a corporation or other entity)

2. Number Street
City/Town
State Zip Code

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

LCO281224

Form LLC-5.25
January 1999

Form LLC-5.5
January 2000

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 359, Howlett Building
Springfield, IL 62756
<http://www.sos.state.il.us>

Payment must be made by certified
check, cashier's check, Illinois
attorney's check, Illinois C.P.A.'s check
or money order, payable to "Secretary of State."

Illinois
Limited Liability Company Act
Articles of Organization

SUBMIT IN DUPLICATE
Must be typewritten

This space for use by Secretary of State
Date 11-17-2003
Assigned File # 00556424
Filing Fee \$25.00
Approved:

FILED
NOV 17, 2003
JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company name RED BUD ILLINOIS HOSPITAL COMPANY, LLC
2. File number assigned by the Secretary of State 00556424
3. Federal Employer Identification Number (F.E.I.N.): 36-4443919
4. These Articles of Amendment are effective on [X] the file date or a later date being _____ not to exceed 30 days after the file date.

5. The company has elected in its operating agreement to be governed by the amendatory Act of 1997:

Yes No

6. The Articles of Organization are amended as follows: (Attach a copy of the text of each amendment adopted.) Address changes of P.O. Box and do are unacceptable)

- a) Admission of a new member (give name and address below)
- b) Admission of a new manager (give name and address below)
- c) Withdrawal of a member (give name below)
- d) Withdrawal of a manager (give name below)
- e) Change in the address of the office at which the records required by Section 1-40 of the Act are kept (give new address, including county below)
- f) Change of registered agent and/or registered agent's office (give new name and address, including county below)
- g) Change in the limited liability company's name (list below)
- h) Change in date of dissolution or other events of dissolution enumerated in item 8 of the Articles of Organization
- i) Other (give information below)

To change the Registered Agent and Registered Office of the Limited Liability Company to:

National Registered Agents, Inc.
 208 South LaSalle Street, Suite 1855
 Chicago, IL 60604 County of Cook

7. This amendment was adopted by the managers. S. 5-25(3) Yes No

- a) Not less than minimum number of managers so approved. Yes No
- b) Member action was not required. Yes No

8. This amendment was adopted by the members. S. 5-25(4) Yes No
Not less than minimum number of members so approved.

9. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this articles of amendment is to the best of my knowledge and belief, true, correct and complete.

Dated October 22, 2003

/s/Sherry A. Connelly

Sherry Connelly, Asst. Sec.

Red Bud Hospital Corporation
Sole Member

NOTE: If the the company has elected in its operating agreement to be governed by the amendatory Act of 1997, and the only change reported is a change in the registered agent and/or registered office, the filing fee is \$25.

If the the company has not elected in its operating agreement to be governed by the amendatory Act of 1997, and/or other changes are also reported, the filing fee is \$100.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
RED BUD ILLINOIS HOSPITAL COMPANY, LLC

This Limited Liability Company Operating Agreement (“Agreement”) is declared to be effective as of the 23rd day of May, 2001, by Red Bud Hospital Corporation, as the sole Member (such corporation and any successor hereunder, the “Member”) of Red Bud Illinois Hospital Company, LLC (the “Company”), pursuant to the provisions of the Illinois Limited Liability Company Act (the “Act”).

Section 1
THE COMPANY

- 1.1. Formation. The initial Member is forming the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.
- 1.2. Company Name. The name of the Company shall be as set forth in the Articles from time to time, and all business of the Company shall be conducted in such name. The Member may change the name of the Company at any time.
- 1.3. Purpose. The purpose of the Company shall be as set forth in the Articles from time to time.
- 1.4. Principal Place of Business. The principal place of business and address of the Company shall be at any place within or without the State of Illinois as determined by the Member.
- 1.5. Existence. The existence of the Company shall commence on the date the Company’s Articles of Organization (as amended from time to time, the “Articles”) are filed in the office of the Secretary of State of Illinois in accordance with the Act and shall continue until the winding up and liquidation of the Company following a Liquidating Event as provided in Section 8 hereof.
- 1.6. Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity.
- 1.7. Independent Activities; Transactions With Affiliates.
 - (a) The Member shall be required to devote only such time to the affairs of the Company as the Member determines in its sole discretion may be necessary or appropriate, and the Member shall be free to serve any other Person in any capacity that he may deem appropriate in his discretion.
 - (b) Insofar as permitted by applicable law, the Member may, notwithstanding this Agreement, engage in whatever activities it chooses, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company, and neither this Agreement nor any activity undertaken pursuant hereto shall prevent the Member from engaging in such activities or require the Member to permit the Company to participate in any such activities.

1.8. Definitions. Certain capitalized words and phrases used in this Agreement have the following meanings:

“Interest” means the entire limited liability company interest in the Company of a Member or Interest Holder at any particular time, including the right of such Member or Interest Holder to any and all benefits to which the Member or Interest Holder may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

“Interest Holder” means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. “Interest Holders” means all such Persons.

“Net Cash Flow” means the gross cash proceeds from Company operations and from all sales and other dispositions and refinancings of Property, less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Member. “Net Cash Flow” shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

“Person” means any individual, partnership, limited liability company, corporation, trust, or other entity.

“Property” means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of. “Transferred” shall have a correlative meaning.

Section 2 CAPITAL CONTRIBUTIONS

2.1. Initial Capital Contributions. In exchange for all the Interests in the Company, the Member has, or may cause to be, contributed or will contribute to the capital of the Company, One Thousand and No/100 Dollars (\$1,000.00) in cash.

Section 3 TAX ALLOCATIONS

3.1. No Allocations in Single-Member Entity. Red Bud Hospital Corporation, as the only Member, intends for the Company, as such a wholly-owned entity, to be disregarded for accounting and income tax purposes. Accordingly, all items of income, gain, loss, deduction, and credit that would, but for such single-member status, belong to the Company shall belong to the Member.

Section 4 DISTRIBUTIONS

4.1. Distributions. Subject to the Act, Net Cash Flow, if any, and any item of Property chosen by the Member, shall be distributed to or as directed by the Member, at such times as the Member may determine.

Section 5 MANAGEMENT

5.1. Authority and Duties of Member. The overall management and control of the Company shall be vested in the Member and the Member shall have the right and authority to enter into transactions on behalf of the Company, to bind the Company and to conduct, and to make decisions relating to, the day-to-day operations of the Company. Without limiting the foregoing and in each case without any further act, vote or approval, the Member is hereby specifically authorized for, and in the name of and on behalf of, the Company from time to time to:

- (a) Amend the Articles;
- (b) Issue Interests in the Company and admit other Persons as Members;
- (c) Acquire by purchase, lease, or otherwise any real or personal property;
- (d) Loan money to the Company, its affiliates or other third parties, upon such terms and conditions as the Member may determine;
- (e) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real or personal property;
- (f) Designate, authorize and direct one or more Persons to execute any and all agreements, contracts, documents, certifications, and instruments on behalf of the Company that are necessary or convenient in connection with the management, maintenance and operation of Property or managing the Company's affairs, including executing amendments to the Agreement and the Articles in accordance with the terms of the Agreement, both as authorized agent for the Company and, if required, as attorney-in-fact for the Member pursuant to a power of attorney.
- (g) Appoint individuals designated as officers and/or managers of the Company and delegate such authority to such officers and/or managers as the Member deems advisable.
- (h) Borrow money and issue evidences of indebtedness (including bonds, notes and debentures) necessary, convenient or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Property;
- (i) Care for and distribute funds to the Interest Holders by way of income, return of capital, or otherwise;
- (j) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the Property or operations of the Company;

(k) Engage in any kind of activity and perform and carry out contracts of any kind as may be lawfully engaged in, carried out, or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified; and

(1) Make any and all elections for federal, state, and local tax purposes. 5.2. Indemnification of Member.

(a) The Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify, save harmless, and pay all judgments and claims against the Member relating to any liability or damage incurred by reason of: (i) ownership of an Interest in the Company, and (ii) any act performed or omitted to be performed by the Member in connection with the business of the Company, in any case including attorneys' fees incurred by the Member in connection with the defense of any action based on any of the foregoing.

(b) Notwithstanding anything to the contrary in Section 5.2(a) above, in the event that any provision in such Section is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

Section 6 ROLE OF THE MEMBER

6.1. Compensation. The Member may from time to time receive a salary, fee, or draw for services rendered to or on behalf of the Company in such amount as the Member deems appropriate.

6.2. Expenses. The Member may charge the Company for any expenses reasonably incurred by it in connection with the Company's business.

6.3. Loans. If the Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a capital contribution but shall be a debt due from the Company. The amount of any such loan or advance by the Member shall be repayable out of the Company's cash and shall bear interest at such rate as the Company and the Member shall agree but not in excess of the maximum rate permitted by law. The Member shall not be obligated to make any loan or advance to, or on behalf of, the Company.

Section 7 TRANSFERS OF INTERESTS

7.1. No Restriction on Transfers. The Member may Transfer all or any portion of its Interest at any time.

7.2. Admission of Transferees as Members. Unless otherwise indicated in writing at the time of any Transfer of an Interest, a transferee of an Interest (including a transferee by operation of law) shall be admitted to the Company as a substituted Member and shall be bound by the terms of this Agreement upon such transferee's written notice to the Company at the address set forth in Section 1.4.

Section 8
DISSOLUTION AND WINDING UP

8.1. Liquidating Events. The death, retirement, bankruptcy or dissolution of the Member, or the occurrence of any other event that terminates the continued membership of a member in the Company, shall not cause the Company to be dissolved and its affairs wound up, but rather the business of the Company shall be continued without dissolution, provided that there remains at least one Member (including a transferee of one or more Interests who becomes a Member). The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following events (the "Liquidating Events"):

- (a) The written consent of the Member or any successor Member;
- (b) There is no Member or transferee of one or more Interests who becomes a Member; or
- (c) The occurrence of any other event causing the dissolution of the Company under Act.

8.2. Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member. To the extent not inconsistent with the foregoing, the terms of this Agreement shall continue in full force and effect until such time as all of the Property (including the proceeds of sales of Property) has been distributed pursuant to this Section 8.2 and the Company's existence has been terminated in accordance with the Act. The Member (or, in the event there is no remaining Member, any Person elected by those Persons succeeding to ownership of the Member's Interest) shall be responsible for overseeing the winding up of the Company, shall take full account of the Company's liabilities and Property, shall cause the Property other than cash to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- (a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors; and
- (b) The balance, if any, to the Member.

Section 9
MISCELLANEOUS

9.1. Amendment. The Member may amend this Agreement at any time.

9.2. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

9.3. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.4. Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

9.5. Governing Law. The laws of the State of Illinois shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member.

The undersigned has executed this Agreement as of the day and year first above set forth.

RED BUD HOSPITAL CORPORATION

By: /s/Rachel A. Seifert

Rachel A. Seifert

Vice President, General Counsel and Secretary

6462-5918

FILED Dec 20 2005

Jesse White

Secretary of State

PAID

Dec 21 2005

EXPEDITED

Secretary of State

CP0009351

ARTICLES OF INCORPORATION
OF
WAUKEGAN HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Illinois Business Corporation Act, (the "Act") hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Waukegan Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is for profit.

ARTICLE FOUR

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Act.

ARTICLE FIVE

The aggregate number of shares of all classes which the Corporation shall have authority to issue is One Thousand (1,000) shares Common Stock with a par value of \$.01 per share. The number of shares proposed to be issued is One Thousand (1,000) shares Common Stock with \$1,000 consideration to be received.

ARTICLE SIX

The street address of its initial registered office is 200 West Adams Street, Chicago, Cook County, Illinois 60606, and the name of its initial registered agent at such address is National Registered Agents, Inc.

ARTICLE SEVEN

The complete address of the corporation's principal office is 7100 Commerce Way, Suite 100, Brentwood, Williamson County, Tennessee 37027.

ARTICLE EIGHT

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE NINE

The name and address of the incorporator is:

Robin J. Keck
c/o Community Health Systems
7100 Commerce Way, Suite 100
Brentwood, Tennessee 37027

ARTICLE TEN

To the fullest extent permitted by Illinois law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 5/8/65 of the Illinois Act or (iv) for any transaction from which the director derived an improper personal benefit. If the Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE ELEVEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the

Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) of this Article Eleven with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Eleven shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article Eleven or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article Eleven is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Eleven or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article Eleven shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Eleven or as otherwise permitted under the Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE TWELVE

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 20th day of December, 2005. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

/s/ Robin J. Keck

Name: Robin J. Keck, Incorporator

File Number 6462-591-8

BYLAWS OF
WAUKEGAN HOSPITAL CORPORATION

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Chicago, County of Cook, State of Illinois.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Illinois as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Illinois, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Illinois or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Illinois.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the

corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Illinois Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the

president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Illinois, at such place or

places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Illinois Business Corporation Act, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the

right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Illinois Business Corporation Act, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Illinois Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Illinois Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Illinois Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 20th day of December, 2005.

LC0674148

Form LCC-5.5
December 2003

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 351, Howlett Building
Springfield, IL 62756
<http://www.cyberdriveillinois.com>

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

Illinois
Limited Liability Company Act
Articles of Organization

Articles of Organization

SUBMIT IN DUPLICATE

Must be typewritten

This space for use by Secretary of State

Date 12/20/2005

Assigned File # 0171523-2

Filing Fee \$500.00

Approved: JL

This space for use by
Secretary of State

FILED

DEC 20 2005

JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: Waukegan Illinois Hospital Company, LLC
(The LLC name must contain the words limited liability company, L.L.C. or LLC and cannot contain the terms corporation, corp., incorporated, inc., ltd., co., limited partnership, or LP.)

2. The address of its principal place of business: (Post office box alone and c/o are unacceptable.) 7100 Commerce Way, Suite 100 Brentwood, TN 37027

3. The Articles of Organization are effective on: (Check one)

a) the filing date, or b) another date later than but not more than 60 days subsequent to the filing date:
(month, day, year)

4. The registered agent's name and registered office address is:

Registered agent:	National Registered Agents, Inc.		
	First Name	Middle Initial	Last Name
Registered Office:	200 West Adams Street		
(P.O. Box and	Number Street	Suite #	
c/o are unacceptable)	Chicago, IL 60606 (Cook County)		
	City ZIP Code	County	

5. Purpose or purposes for which the LLC is organized: include the business code # (IRS Form 1065). (If not sufficient space to cover this point, add one or more sheets of this size.)

“The transaction of any or all lawful business for which limited liability companies may be organized under this Act.”

6. The latest date, if any, upon which the company is to dissolve perpetual.
(month, day, year)

Any other events of dissolution enumerated on an attachment. (Optional)

7. Other provisions for the regulation of the internal affairs of the LLC per Section 5-5 (a) (8) included as attachment:

If yes, state the provisions(s) from the ILLCA. Yes No

8. a) Management is by manager(s): If yes, list names and business addresses. Yes No

b) Management is vested in the member(s): Yes No
If yes, list names and addresses.

Waukegan Hospital Corporation
7100 Commerce Way, Suite 100
Brentwood, TN 37027

9. I affirm, under penalties of perjury, having authority to sign hereto, that these articles of organization are to the best of my knowledge and belief, true, correct and complete.

Dated December 20, 2005
(Month/Day)(Year)

Signature(s) and Name(s) of Organizers

Address(es)

1. /s/Robin J. Keck
Signature
Robin J. Keck, Organizer
(Type or print name and title)

1. 7100 Commerce Way, Suite 100
Number Street
Brentwood
City/Town
Tennessee 37027
State Zip Code

2. Signature
(Type or print name and title)

2. Number Street
2. City/Town
State Zip Code

3. Signature
(Type or print name and title)

3. Number Street
2. City/Town
State Zip Code

Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

FIRST AMENDMENT
TO
OPERATING AGREEMENT
OF
WAUKEGAN ILLINOIS HOSPITAL COMPANY, LLC

This First Amendment to Operating Agreement of Waukegan Illinois Hospital Company, LLC (“Amendment”) is made and entered into as of July 1, 2006, by Waukegan Hospital Corporation, an Illinois corporation (“Member”).

WHEREAS, the Member has heretofore executed and delivered that certain Operating Agreement of Waukegan Illinois Hospital Company, LLC (the “Company”) dated as of December 20, 2005 (the “Operating Agreement”); and

WHEREAS, the Member desires to amend the Operating Agreement to authorize the issuance and certification of units.

NOW THEREFORE, IT IS

RESOLVED, that the Operating Agreement is hereby amended by deleting Section 2.1 in its entirety and inserting in lieu thereof the following:

2.1 Initial Capital Contribution of Member. The interest in the Company shall be divided into units (“Units”). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has been issued the number of Units listed on Exhibit A hereto attached. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

FURTHER RESOLVED, that the Operating Agreement is hereby amended to add the following text:

2.2 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Member. Such certificates shall be signed by the President or Vice President of the Member, if such offices be created and filled, or signed by an officer designated by the Member to sign such certificates. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Member may prescribe.

FURTHER RESOLVED, except as set forth in this Amendment, the terms and provisions of the Operating Agreement are hereby ratified and declared to be in full force and effect. This Amendment shall be governed by the provisions of the Operating Agreement; provided, however, to the extent that the terms of this Amendment and Operating Agreement conflict, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year first above set forth.

WAUKEGAN HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Senior Vice President, Secretary and General Counsel

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Waukegan Hospital Corporation 7100 Commerce Way, Suite 100 Brentwood, Tennessee 37027	\$100.00	100

WAUKEGAN ILLINOIS HOSPITAL COMPANY, LLC

OPERATING AGREEMENT

This Operating Agreement (“Agreement”) is declared to be effective as of the 20th day of December, 2005, by Waukegan Hospital Corporation, as the sole Member (such corporation and any successor hereunder, the “Member”) of Waukegan Illinois Hospital Company, LLC (the “Company”), pursuant to the provisions of the Illinois Limited Liability Company Act (the “Act”).

Section 1. The Company.

1.1 Formation. The initial Member is forming the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.2 Company Name. The name of the Company shall be as set forth in the Articles from time to time, and all business of the Company shall be conducted in such name. The Member may change the name of the Company at any time.

1.3 Purpose. The purpose of the Company shall be as set forth in the Articles from time to time.

1.4 Principal Place of Business. The principal place of business and address of the Company shall be at any place within or without the State of Illinois as determined by the Member.

1.5 Existence. The existence of the Company shall commence on the date the Company’s Articles of Organization (as amended from time to time, the “Articles”) are filed in the office of the Secretary of State of Illinois in accordance with the Act and shall continue until the winding up and liquidation of the Company following a Liquidating Event as provided in Section 8 hereof.

1.6 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity.

1.7 Independent Activities; Transactions With Affiliates.

(a) The Member shall be required to devote only such time to the affairs of the Company as the Member determines in its sole discretion may be necessary or appropriate, and the Member shall be free to serve any other Person in any capacity that he may deem appropriate in his discretion.

(b) Insofar as permitted by applicable law, the Member may, notwithstanding this Agreement, engage in whatever activities it chooses, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company, and neither this Agreement nor any activity undertaken pursuant hereto shall prevent the Member from engaging in such activities or require the Member to permit the Company to participate in any such activities.

1.8 Definitions. Certain capitalized words and phrases used in this Agreement have the following meanings:

“Interest” means the entire limited liability company interest in the Company of a Member or Interest Holder at any particular time, including the right of such Member or Interest Holder to any and all benefits to which the Member or Interest Holder may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

“Interest Holder” means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. “Interest Holders” means all such Persons.

“Net Cash Flow” means the gross cash proceeds from Company operations and from all sales and other dispositions and refinancings of Property, less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Member. “Net Cash Flow” shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

“Person” means any individual, partnership, limited liability company, corporation, trust, or other entity.

“Property” means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of. “Transferred” shall have a correlative meaning.

Section 2. Capital Contributions.

2.1 Initial Capital Contributions. In exchange for all the Interests in the Company, the Member has, or may cause to be, contributed or will contribute to the capital of the Company, One Thousand and No/100 Dollars (\$1,000.00) in cash.

Section 3. Tax Allocations.

3.1 No Allocations in Single-Member Entity. Waukegan Hospital Corporation, as the only Member, intends for the Company, as such a wholly-owned entity, to be disregarded for accounting and income tax purposes. Accordingly, all items of income, gain, loss, deduction, and credit that would, but for such single-member status, belong to the Company shall belong to the Member.

Section 4. Distributions.

4.1 Distributions. Subject to the Act, Net Cash Flow, if any, and any item of Property chosen by the Member, shall be distributed to or as directed by the Member, at such times as the Member may determine.

Section 5. Management

5.1 Authority and Duties of Member. The overall management and control of the Company shall be vested in the Member and the Member shall have the right and authority to enter into transactions on behalf of the Company, to bind the Company and to conduct, and to make decisions relating to, the day-to-day operations of the Company. Without limiting the foregoing and in each case without any further act, vote or approval, the Member is hereby specifically authorized for, and in the name of and on behalf of, the Company from time to time to:

- (a) Amend the Articles;
- (b) Issue Interests in the Company and admit other Persons as Members;
- (c) Acquire by purchase, lease, or otherwise any real or personal property;
- (d) Loan money to the Company, its affiliates or other third parties, upon such terms and conditions as the Member may determine;
- (e) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real or personal property;
- (f) Designate, authorize and direct one or more Persons to execute any and all agreements, contracts, documents, certifications, and instruments on behalf of the Company that are necessary or convenient in connection with the management, maintenance and operation of Property or managing the Company's affairs, including executing amendments to the Agreement and the Articles in accordance with the terms of the Agreement, both as authorized agent for the Company and, if required, as attorney-in-fact for the Member pursuant to a power of attorney.
- (g) Appoint individuals designated as officers and/or managers of the Company and delegate such authority to such officers and/or managers as the Member deems advisable.
- (h) Borrow money and issue evidences of indebtedness (including bonds, notes and debentures) necessary, convenient or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Property;
- (i) Care for and distribute funds to the Interest Holders by way of income, return of capital, or otherwise;
- (j) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the Property or operations of the Company;

(k) Engage in any kind of activity and perform and carry out contracts of any kind as may be lawfully engaged in, carried out, or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified; and

(1) Make any and all elections for federal, state, and local tax purposes.

5.2 Indemnification of Member.

(a) The Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify, save harmless, and pay all judgments and claims against the Member relating to any liability or damage incurred by reason of: (i) ownership of an Interest in the Company, and (ii) any act performed or omitted to be performed by the Member in connection with the business of the Company, in any case including attorneys' fees incurred by the Member in connection with the defense of any action based on any of the foregoing.

(b) Notwithstanding anything to the contrary in Section 5.2(a) above, in the event that any provision in such Section is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

Section 6. Role of Member.

6.1 Compensation. The Member may from time to time receive a salary, fee, or draw for services rendered to or on behalf of the Company in such amount as the Member deems appropriate.

6.2 Expenses. The Member may charge the Company for any expenses reasonably incurred by it in connection with the Company's business.

6.3 Loans. If the Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a capital contribution but shall be a debt due from the Company. The amount of any such loan or advance by the Member shall be repayable out of the Company's cash and shall bear interest at such rate as the Company and the Member shall agree but not in excess of the maximum rate permitted by law. The Member shall not be obligated to make any loan or advance to, or on behalf of, the Company.

Section 7. Transfer of Interests.

7.1 No Restriction on Transfers. The Member may Transfer all or any portion of its Interest at any time.

7.2 Admission of Transferees as Members. Unless otherwise indicated in writing at the time of any Transfer of an Interest, a transferee of an Interest (including a transferee by operation of law) shall be admitted to the Company as a substituted Member and shall be bound by the terms of this Agreement upon such transferee's written notice to the Company at the address specified in Section 1.4.

Section 8. Dissolution and Winding Up.

8.1 Liquidating Events. The death, retirement, bankruptcy or dissolution of the Member, or the occurrence of any other event that terminates the continued membership of a member in the Company, shall not cause the Company to be dissolved and its affairs wound up, but rather the business of the Company shall be continued without dissolution, provided that there remains at least one Member (including a transferee of one or more Interests who becomes a Member). The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following events (the "Liquidating Events"):

- (a) The written consent of the Member or any successor Member;
- (b) There is no Member or transferee of one or more Interests who becomes a Member; or
- (c) The occurrence of any other event causing the dissolution of the Company under the Act.

8.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member. To the extent not inconsistent with the foregoing, the terms of this Agreement shall continue in full force and effect until such time as all of the Property (including the proceeds of sales of Property) has been distributed pursuant to this Section 8.2 and the Company's existence has been terminated in accordance with the Act. The Member (or, in the event there is no remaining Member, any Person elected by those Persons succeeding to ownership of the Member's Interest) shall be responsible for overseeing the winding up of the Company, shall take full account of the Company's liabilities and Property, shall cause the Property other than cash to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- (a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors; and
- (b) The balance, if any, to the Member.

Section 9. Miscellaneous.

9.1 Amendment. The Member may amend this Agreement at any time.

9.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

9.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

9.5 Governing Law. The laws of the State of Illinois shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member.

The undersigned has executed this Agreement as of the day and year first above set forth.

WAUKEGAN HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Senior Vice President, Secretary and General Counsel

ARTICLES OF INCORPORATION
OF
HOSPITAL OF FULTON, INC.

The undersigned, acting as incorporator of a corporation under the Kentucky Business Corporation Act, adopts the following Articles of Incorporation for such Corporation:

1. The name of the Corporation is HOSPITAL OF FULTON, INC.
 2. The number of shares the corporation is authorized to issue is: One Thousand (1,000) shares of \$.01 par value per share common stock which shall have unlimited voting rights and the right to receive the net assets of the Corporation upon dissolution of the Corporation.
 3. The street address of the Corporation's initial registered office is: c/o C T Corporation System, Kentucky Home Life Building, Louisville, Kentucky 40202.
(b) The name of the initial registered agent, to be located at the address listed in 2(a) is C T Corporation System.
 4. The mailing address of the Corporation's principal office is:
2000 Holiday Lane
Fulton County
Fulton, Kentucky 42041
 5. The name and address of the Corporation's incorporator is:
Sara Martin-Michels
414 Union Street, Suite 1200
Nashville, Davidson County
Tennessee 37219-1777.
 6. The Corporation is for profit.
 7. The business and affairs of the Corporation shall be managed by a Board of Directors. The number of directors and their term shall be specified in the Bylaws of the Corporation.
 8. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 2718.8-330 of the Kentucky Business Corporation Act (the "Kentucky Code") or (iv) for any transaction from which the director derives an improper personal benefit. If the Kentucky Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the
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Corporation shall be eliminated or limited to the fullest extent permitted by the Kentucky Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

9. Indemnification:

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Kentucky as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Kentucky Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (herein after an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an

advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Kentucky Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Kentucky Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Charter or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Kentucky Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Kentucky Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Dated this 15th day of April, 1992.

/s/ Sara Martin-Michels

Name: Sara Martin-Michels, Incorporator

State of Tennessee)

County of Davidson)

I, Robin Payton a notary public, do hereby certify that on this 14th day of April, 1992, personally appeared before me, Sara Martin-Michels who being by me first duly sworn, declared to be the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

/s/ Robin Payton

Name: Robin Payton, Notary Public

My Commission Expires: 5/23/94

BYLAWS OF
HOSPITAL OF FULTON, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Louisville, Commonwealth of Kentucky.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the Commonwealth of Kentucky, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the Commonwealth of Kentucky, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting, of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list

of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Kentucky or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the Commonwealth of Kentucky.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to

directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Kentucky Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost. Stolen. or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be

made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the Commonwealth of Kentucky, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Kentucky Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Kentucky Business Corporation Act requires, an advancement of expenses incurred by an

indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Kentucky Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Kentucky Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Kentucky Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance

herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The undersigned officer of the corporation hereby confirms that the above bylaws were duly adopted as the bylaws of the corporation as of the 11th day of May, 1992.

/s/ Don R. Abercrombie
Don R. Abercrombie, Secretary

ARTICLES OF INCORPORATION
OF
HOSPITAL OF LOUISA, INC.

The undersigned, acting as incorporator of a corporation under the Kentucky Business Corporation Act, adopts the following Articles of Incorporation for such Corporation:

1. The name of the Corporation is HOSPITAL OF LOUISA, INC.
2. The number of shares the corporation is authorized to issue is: One Thousand (1,000) shares of \$.01 par value per share common stock which shall have unlimited voting rights and the right to receive the net assets of the Corporation upon dissolution of the Corporation.
3. (a) The street address of the Corporation's initial registered office is: c/o C T Corporation System, Kentucky Home Life Building, Louisville, Kentucky 40202.
(b) The name of the initial registered agent, to be located at the address listed in 3(a) is C T Corporation System.
4. The mailing address of the Corporation's principal office is: Highway 644, P.O. Box 769, Lawrence County, Louisa, Kentucky 41230.
5. The name and address of the Corporation's incorporator is: Sara Martin-Michels, 414 • Union Street, Suite 1200, Nashville, Davidson County, Tennessee 37219-1777.
6. The Corporation is for profit.
7. The business and affairs of the Corporation shall be managed by a Board of Directors. The number of directors and their term shall be specified in the Bylaws of the Corporation.
8. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 271B.8-330 of the Kentucky Business Corporation Act (the "Kentucky code) or (iv) for any transaction from which the director derives an improper personal benefit. If the Kentucky Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Kentucky Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

9. Indemnification:
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A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Kentucky as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Kentucky Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately, be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Kentucky Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Kentucky Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct,

or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Charter or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Kentucky Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Kentucky Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Dated this 13th day of April, 1993.

/s/ Sara Martin-Michels

Name: Sara Martin-Michels, Incorporator

State of Tennessee }

County of Davidson }

I, Trudie C. Schwenk, a notary public, do hereby certify that on this 13th day of April, 1993, personally appeared before me, Sara Martin-Michels who being by me first duly sworn, declared to be the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

/s/ Trudie C. Schwenk

Name: Trudie C. Schwenk, Notary Public

My Commission Expires: 9-24-94

BYLAWS OF
HOSPITAL OF LOUISA, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Louisville, State of Kentucky.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Kentucky, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Kentucky, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Kentucky or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled

by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Kentucky.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Kentucky Business Corporation Act (the "Kentucky Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Kentucky, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Kentucky Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Kentucky Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Kentucky Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Kentucky Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Kentucky Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The undersigned officer of the corporation hereby confirms that the above bylaws were duly adopted as the bylaws of the corporation as of the 28th day of May, 1993.

/s/ Linda K. Parsons

Linda K. Parsons

Secretary

ARTICLES OF INCORPORATION
OF
JACKSON HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Kentucky Business Corporation Act, as amended, hereby adopts the following charter for such. corporation:

ARTICLE ONE

The name of the Corporation is Jackson Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is for profit.

ARTICLE FOUR

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Kentucky Business Corporation Act (the "Kentucky Code").

ARTICLE FIVE

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of \$.01 par value per share common stock.

ARTICLE SIX

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least One Thousand Dollars (\$1,000), consisting of .money, labor done or property actually received.

ARTICLE SEVEN

The street address of its initial registered office is 828 Lane Allen Road, #F-4, Lexington, Fayette County, Kentucky 40504, and the name of its initial registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company.

ARTICLE EIGHT

The complete address of the corporation's principal office is 155 Franklin Road, Suite 400, Brentwood, Williamson County, Tennessee 37027.

ARTICLE NINE

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE TEN

The name and address of the incorporator is:

Robin J. Payton
414 Union Street, Suite 1600
Nashville, TN 37219

ARTICLE ELEVEN

To the greatest extent permitted by Kentucky law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 271B.8330 of the Kentucky Code or (iv) for any transaction from which the director derives an improper personal benefit. If the Kentucky Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Kentucky Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TWELVE

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Kentucky Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the

benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Kentucky Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit . If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Kentucky Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Kentucky Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Kentucky Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Kentucky Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE THIRTEEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 3rd day of July, 1995.

/s/ Robin J. Payton
Robin J. Payton, Incorporator
414 Union Street
Suite 1600
Nashville, TN 37219

State of Tennessee)
County of Davidson)

I, Cathy Q. Zaborowski, a notary public, do hereby certify that on this 3rd day of July, 1995, personally appeared before me, Robin J. Payton, who being by me first duly sworn, declared to be the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

/s/ Cathy Q. Zaborowski
Name: Cathy Q. Zaborowski
Notary Public

My Commission Expires: 1-25-93

BYLAWS OF
JACKSON HOSPITAL CORPORATION
ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Lexington, State of Kentucky.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Kentucky as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Kentucky, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Kentucky or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall

be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Kentucky.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its

members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the

corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Kentucky Business Corporation Act (the "Kentucky Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal

representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Florida, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Kentucky Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Kentucky Code requires, an advancement of expenses incurred by an indemnitee shall be made

only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Kentucky Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Kentucky Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Kentucky Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance

herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 5th day of July, 1995.

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:33 PM 12/18/2006
FILED 06:33 PM 12/18/2006
SRV 061159654 — 4270657 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

First: The name of the limited liability company is Ruston Louisiana Hospital Company, LLC

Second: The address of its registered office in the State of Delaware is 160 Greentree Drive, Suite 101 in the City of Dover, DE 19904 County of Kent.

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution.) “The latest date on which the limited liability company is to dissolve is

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of Ruston Louisiana Hospital Company, LLC this 18 day of December, 2006

BY: /s/ Robin J. Keck, Organizer
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

Al Ater
Secretary of State

APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS IN LOUISIANA
(R.S. 12:1345)

Foreign Limited Liability Company
Enclose \$125.00 Filing Fee
Make remittance payable to
Secretary of State
Do Not Send Cash

Return to:
Commercial Division
P. O. Box 34125
Baton Rouge, LA 70604-0125
Phone (225) 925-4704
Web site: www.sos.louisiana.gov

STATE OF TENNESSEE
PARISH/COUNTY OF WILLIAMSON

Check one Non Profit
 Business

Check one: Original Application
 Amended Application

- 1. Limited liability company min., Ruston Louisiana Hospital Company, LLC
- 2. Previous company name: N/A
- 3. Date of organization: December 18, 2008 Period of duration: perpetual
- 4. Principal office address In state or country of organization 160 Greentree Drive, Suite 101, Dover, DE 19904
- 5. Principal business office address: 4000 Meridian Blvd., Franklin, TN 37067

PLEASE INCLUDE COMPLETE STREET ADDRESSES FOR THE FOLLOWING.

- 6. Principal business establishment in Louisiana: None
- 7. Registered office address in Louisiana: 1280 Clausel Street, Mandeville LA 70448
- 8. Registered agent's name and address in Louisiana: National Registered Agents, Inc.
1280 Clausel Street, Mandeville, LA 70448
- 9. Nature of business to be transacted in Louisiana [____] services

/s/ Sherry Mori	Assistant Secretary of Sole Member, Ruston
To be signed by Member/Manager	Hospital Corporation
	Title and Date 12/19/06

Sworn to and subscribed before me, the undersigned Notary Public on the date: December 19, 2006

/s/ Robert Keck
AGENT'S ACCEPTANCE AND ACKNOWLEDGEMENT OF APPOINTMENT

I hereby acknowledge and accept the appointment of registered agent and on behalf of the above named limited liability company.

/s/ Eileen Chaddock
National Registered Agents, Inc.
Registered Agent

Sworn to and subscribed before me on this date: 12-19-06

/s/ Magalie Ferdinand
Notary

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
RUSTON LOUISIANA HOSPITAL COMPANY, LLC

This Limited Liability Company Operating Agreement (“Agreement”) is declared to be effective as of the 18th day of December, 2006, by Ruston Hospital Corporation, as the sole Member (such corporation and any successor hereunder, the “Member”) of Ruston Louisiana Hospital Company, LLC (the “Company”), pursuant to the provisions of the Delaware Limited Liability Company Act (the “Act”).

Section 1
THE COMPANY

- 1.1. Formation. The initial Member is forming the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.
- 1.2. Company Name. The name of the Company shall be as set forth in the Articles from time to time, and all business of the Company shall be conducted in such name. The Member may change the name of the Company at any time.
- 1.3. Purpose. The purpose of the Company shall be as set forth in the Articles from time to time.
- 1.4 Principal Place of Business. The principal place of business and address of the Company shall be at any place within or without the State of Delaware as determined by the Member.
- 1.5 Existence. The existence of the Company shall commence on the date the Company’s Certificate of Formation (as amended from time to time, the “Articles”) is filed in the office of the Secretary of State of Delaware in accordance with the Act and shall continue until the winding up and liquidation of the Company following a Liquidating Event as provided in Section 8 hereof.
- 1.6 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity.
- 1.7 Independent Activities; Transactions With Affiliates.
 - (a) The Member shall be required to devote only such time to the affairs of the Company as the Member determines in its sole discretion may be necessary or appropriate, and the Member shall be free to serve any other Person or enterprise in any capacity that he may deem appropriate in his discretion.
 - (b) Insofar as permitted by applicable law, the Member may, notwithstanding this Agreement, engage in whatever activities it chooses, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company, and neither this Agreement nor any activity undertaken pursuant

hereto shall prevent the Member from engaging in such activities or require the Member to permit the Company to participate in any such activities.

1.8 Definitions. Certain capitalized words and phrases used in this Agreement have the following meanings:

“Interest” means the entire limited liability company interest in the Company of a Member or Interest Holder at any particular time, including the right of such Member or Interest Holder to any and all benefits to which the Member or Interest Holder may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

“Interest Holder” means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. “Interest Holders” means all such Persons.

“Net Cash Flow” means the gross cash proceeds from Company operations and from all sales and other dispositions and refinancings of Property, less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Member. “Net Cash Flow” shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

“Person” means any individual, partnership, limited liability company, corporation, trust, or other entity.

“Property” means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of. “Transferred” shall have a correlative meaning.

Section 2

CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contribution of Member. The interest in the Company shall be divided into units (“Units”). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has been issued the number of Units listed on Exhibit A hereto attached. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

2.2 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Member. Such certificates shall be signed by the President or Vice President of the Member, if such offices be created and filled, or signed by an officer designated by the Member to sign such certificates. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of

issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Member may prescribe.

Section 3
TAX ALLOCATIONS

3.1. No Allocations in Single-Member Entity. Ruston Hospital Corporation, as the only Member, intends for the Company, as such a wholly-owned entity, to be disregarded for accounting and income tax purposes. Accordingly, all items of income, gain, loss, deduction, and credit that would, but for such single-member status, belong to the Company shall belong to the Member.

Section 4
DISTRIBUTIONS

4.1. Distributions. Subject to the Act, Net Cash Flow, if any, and any item of Property chosen by the Member, shall be distributed to or as directed by the Member, at such times as the Member may determine.

Section 5
MANAGEMENT

5.1. Authority and Duties of Member. The overall management and control of the Company shall be vested in the Member and the Member shall have the right and authority to enter into transactions on behalf of the Company, to bind the Company and to conduct, and to make decisions relating to, the day-to-day operations of the Company. Without limiting the foregoing and in each case without any further act, vote or approval, the Member is hereby specifically authorized for, and in the name of and on behalf of, the Company from time to time to:

- (a) Amend the Articles;
- (b) Issue Interests in the Company and admit other Persons as Members;
- (c) Acquire by purchase, lease, or otherwise any real or personal property;
- (d) Loan money to the Company, its affiliates or other third parties, upon such terms and conditions as the Member may determine;
- (e) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real or personal property;
- (f) Designate, authorize and direct one or more Persons to execute any and all agreements, contracts, documents, certifications, and instruments on behalf of the Company that are necessary or convenient in connection with the management, maintenance and operation of Property or managing the Company's affairs, including executing amendments to the Agreement

and the Articles in accordance with the terms of the Agreement, both as authorized agent for the Company and, if required, as attorney-in-fact for the Member pursuant to a power of attorney.

(g) Appoint individuals designated as officers and/or managers of the Company and delegate such authority to such officers and/or managers as the Member deems advisable.

(h) Borrow money and issue evidences of indebtedness (including bonds, notes and debentures) necessary, convenient or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Property;

(i) Care for and distribute funds to the Interest Holders by way of income, return of capital, or otherwise;

(j) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the Property or operations of the Company;

(k) Engage in any kind of activity and perform and carry out contracts of any kind as may be lawfully engaged in, carried out, or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified; and

(l) Make any and all elections for federal, state, and local tax purposes.

5.2. Indemnification of Member.

(a) The Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify, save harmless, and pay all judgments and claims against the Member relating to any liability or damage incurred by reason of: (i) ownership of an Interest in the Company, and (ii) any act performed or omitted to be performed by the Member in connection with the business of the Company, in any case including attorneys' fees incurred by the Member in connection with the defense of any action based on any of the foregoing.

(b) Notwithstanding anything to the contrary in Section 5.2(a) above, in the event that any provision in such Section is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

Section 6

ROLE OF THE MEMBER

6.1. Compensation. The Member may from time to time receive a salary, fee, or draw for services rendered to or on behalf of the Company in such amount as the Member deems appropriate.

6.2. Expenses. The Member may charge the Company for any expenses reasonably incurred by it in connection with the Company's business.

6.3. Loans. If the Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a capital contribution

but shall be a debt due from the Company. The amount of any such loan or advance by the Member shall be repayable out of the Company's cash and shall bear interest at such rate as the Company and the Member shall agree but not in excess of the maximum rate permitted by law. The Member shall not be obligated to make any loan or advance to, or on behalf of, the Company.

Section 7

TRANSFERS OF INTERESTS

7.1. No Restriction on Transfers. The Member may Transfer all or any portion of its Interest at any time.

7.2. Admission of Transferees as Members. Unless otherwise indicated in writing at the time of any Transfer of an Interest, a transferee of an Interest (including a transferee by operation of law) shall be admitted to the Company as a substituted Member and shall be bound by the terms of this Agreement upon such transferee's written notice to the Company at the address set forth in Section 1.4.

Section 8

DISSOLUTION AND WINDING UP

8.1. Liquidating Events. The death, retirement, bankruptcy or dissolution of the Member, or the occurrence of any other event that terminates the continued membership of a member in the Company, shall not cause the Company to be dissolved and its affairs wound up, but rather the business of the Company shall be continued without dissolution, provided that there remains at least one Member (including a transferee of one or more Interests who becomes a Member). The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following events (the "Liquidating Events"):

- (a) The written consent of the Member or any successor Member;
- (b) There is no Member or transferee of one or more Interests who becomes a Member; or
- (c) The occurrence of any other event causing the dissolution of the Company under the Act.

8.2. Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member. To the extent not inconsistent with the foregoing, the terms of this Agreement shall continue in full force and effect until such time as all of the Property (including the proceeds of sales of Property) has been distributed pursuant to this Section 8.2 and the Company's existence has been terminated in accordance with the Act. The Member (or, in the event there is no remaining Member, any Person elected by those persons succeeding to ownership of the Member's Interest) shall be responsible for overseeing the winding up of the Company, shall take full account of the Company's liabilities and Property, shall cause the Property other than cash to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefore, to be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors; and

(b) The balance, if any, to the Member.

Section 9

MISCELLANEOUS

9.1. Amendment. The Member may amend this Agreement at any time.

9.2. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

9.3. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.4. Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

9.5. Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member.

The undersigned has executed this Agreement as of the day and year first above set forth.

RUSTON HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Senior Vice President, Secretary and General Counsel

EXHIBIT A

<u>Name and Address of Member</u>	<u>Amount of Contribution</u>	<u>Number of Units</u>
Ruston Hospital Corporation 4000 Meridian Blvd. Franklin, Tennessee 37067	\$100.00	100

File Number: 20061211161800735137

Date Filed: 04/28/2006

Robin Carnahan

Secretary of State

State of Missouri

Creation — General Business — Domestic 5 Page(s)

(Barcode T0611806554)

ARTICLES OF INCORPORATION

OF

FARMINGTON HOSPITAL CORPORATION

The undersigned, acting as incorporator of a corporation under the General and Business Corporation Law of Missouri (the "Missouri Code"), adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the Corporation is Farmington Hospital Corporation.

ARTICLE TWO

The street address of its initial registered office is 300-B East High Street, Jefferson City, Missouri 65101, and the name of its initial registered agent at such address is National Registered Agents, Inc.

ARTICLE THREE

The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue shall be One Thousand (1,000) shares of \$.01 par value common stock.

The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows:

The corporation shall have one class of stock and such common stock shall have unlimited voting rights and the right to receive the net assets of the corporation upon dissolution of the corporation.

ARTICLE FOUR

The extent, if any, to which the preemptive right of a shareholder to acquire additional shares is limited or denied.

Shareholders of the corporation shall have no preemptive rights to acquire additional shares of the corporation.

ARTICLE FIVE

The name and place of residence of each incorporator is as follows:

Robin J. Keck
7100 Commerce Way, Suite 100
Brentwood, TN 37027

ARTICLE SIX

The number of directors to constitute the first board of directors is three. Thereafter the number of directors shall be fixed by, or in the manner provided by the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change.

ARTICLE SEVEN

The duration of the corporation is perpetual.

ARTICLE EIGHT

The corporation is formed for the following purposes:

The purpose of the Corporation is to own and operate health care facilities and to engage in any lawful act or activity for which corporations may be organized under Section 351 of the Missouri Code.

ARTICLE NINE

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 351.345 of the Missouri Code, or (iv) for any transaction from which the director derived any improper personal benefit. If the Missouri Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Missouri Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the

Missouri Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Missouri Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Missouri Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Missouri Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Missouri Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Missouri Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Board of Directors of the Corporation shall have the power to adopt and amend the Bylaws of the Corporation.

IN WITNESS WHEREOF, these Articles of Incorporation have been signed this 27th day of April, 2006.

/s/Robin J. Keck

Robin J. Keck

Incorporator

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

I, Sherry A. Connelly, Notary Public, do hereby certify, that on this 27th day of April, 2006, personally appeared before me Robin J. Keck, who being by me first duly sworn, declared that she is the person who signed the foregoing document as incorporator and that the statements herein contained are true.

/s/Sherry A. Connelly

Notary Public

(SEAL)

My commission expires: 12/9/08

BYLAWS OF
FARMINGTON HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Jefferson City in the State of Missouri.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Missouri as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Missouri, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical

order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Missouri or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be

filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Missouri.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to

reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the General and Business Corporation Law of Missouri, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Missouri, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the General and Business Corporation Law of Missouri, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the General and Business Corporation Law of Missouri requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the General and Business Corporation Law of Missouri. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the General and Business Corporation Law of Missouri, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the General and Business Corporation Law of Missouri.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 28th day of April, 2006.

STATE OF MISSOURI,
SECRETARY OF STATE

Robin Carnahan
Secretary of State

LC0735224

CERTIFICATE OF CORPORATE RECORDS

FARMINGTON MISSOURI HOSPITAL COMPANY, LLC

I, ROBIN CARNAHAN, Secretary of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 3rd day of July, 2007

/s/ Robin Carnahan
Secretary State

Certification Number: 9854

Verify this certificate online at <http://www.sos.mo.gov/businessentity/verification>

State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

File Number: 200612111627
LC0735224

Date Filed: 04/28/2006
Robin Carnahan Secretary of State

Articles of Organization
(Submit with filing fee of \$105)

1. The name of the limited liability company is: Farmington Missouri Hospital Company, LLC
(Must include "Limited Liability Company," "Limited Company," "LC," "LC.," "L.L.C.," or "LLC")
2. The purpose(s) for which the limited liability company is organized: To transact any and all lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act.
3. The name and address of the limited liability company's registered agent in Missouri is: National Registered Agents, Inc. 300-B East High Street Jefferson City, MO 65101 Name Street Address: May not use P.O. Box unless street address also provided City/State/Zip
4. The management of the limited liability company is vested in: managers members (check one)
5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: perpetual (The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)
6. The name(s) and street address(es) of each organizer (P.O. Box may only be used in addition to a physical street address):

Robin J. Keck
7100 Commerce Way, Suite 100
Brentwood, TN 37027

7. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows:

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

/s/ Robin Keck
Organizer Signature

Robin J. Keck
Printed Name

4/27/06
Date

Name and address to return filed document:

Name: Address:

City, State, and Zip Code:

State of Missouri
Creation — LLC/LP 1 Page s

State of Missouri

Robin Carnahan
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

Farmington Missouri Hospital Company LLC
LC0735224

filed its Articles of Organization with this office on the 28th day of April, 2006, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me bylaw, do certify and declare that on the 28th day of April, 2006, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 28th day of April, 2006.

/s/ Robin Carnahan
Secretary of State

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
FARMINGTON MISSOURI HOSPITAL COMPANY, LLC

This Limited Liability Company Operating Agreement (“Agreement”) is declared to be effective as of the 28th day of April, 2006, by Farmington Hospital Corporation, as the sole Member (such corporation and any successor hereunder, the “Member”) of Farmington Missouri Hospital Company, LLC (the “Company”), pursuant to the provisions of the Missouri Limited Liability Company Act (the “Act”).

Section 1
THE COMPANY

- 1.1. Formation. The initial Member is forming the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.
 - 1.2. Company Name. The name of the Company shall be as set forth in the Articles from time to time, and all business of the Company shall be conducted in such name. The Member may change the name of the Company at any time.
 - 1.3. Purpose. The purpose of the Company shall be as set forth in the Articles from time to time.
 - 1.4. Principal Place of Business. The principal place of business and address of the Company shall be at any place within or without the State of Missouri as determined by the Member.
 - 1.5. Existence. The existence of the Company shall commence on the date the Company’s Articles of Organization (as amended from time to time, the “Articles”) is filed in the office of the Secretary of State of Missouri in accordance with the Act and shall continue until the winding up and liquidation of the Company following a Liquidating Event as provided in Section 8 hereof.
 - 1.6. Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity.
 - 1.7. Independent Activities; Transactions With Affiliates.
 - (a) The Member shall be required to devote only such time to the affairs of the Company as the Member determines in its sole discretion may be necessary or appropriate, and the Member shall be free to serve any other Person or enterprise in any capacity that he may deem appropriate in his discretion.
 - (b) Insofar as permitted by applicable law, the Member may, notwithstanding this Agreement, engage in whatever activities it chooses, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the
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Company, and neither this Agreement nor any activity undertaken pursuant hereto shall prevent the Member from engaging in such activities or require the Member to permit the Company to participate in any such activities.

1.8. Definitions. Certain capitalized words and phrases used in this Agreement have the following meanings:

“Interest” means the entire limited liability company interest in the Company of a Member or Interest Holder at any particular time, including the right of such Member or Interest Holder to any and all benefits to which the Member or Interest Holder may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

“Interest Holder” means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. “Interest Holders” means all such Persons.

“Net Cash Flow” means the gross cash proceeds from Company operations and from all sales and other dispositions and refinancings of Property, less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Member. “Net Cash Flow” shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

“Person” means any individual, partnership, limited liability company, corporation, trust, or other entity.

“Property” means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of. “Transferred” shall have a correlative meaning.

Section 2 CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contribution of Member. The interest in the Company shall be divided into units (“Units”). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has been issued the number of Units listed on Exhibit A hereto attached. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

2.2 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Member. Such certificates shall be signed by the President or Vice President of the Member, if such offices be created and filled, or signed by an officer designated by the Member to sign such certificates. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The

name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Member may prescribe.

Section 3

TAX ALLOCATIONS

3.1. No Allocations in Single-Member Entity. Farmington Hospital Corporation, as the only Member, intends for the Company, as such a wholly-owned entity, to be disregarded for accounting and income tax purposes. Accordingly, all items of income, gain, loss, deduction, and credit that would, but for such single-member status, belong to the Company shall belong to the Member.

Section 4

DISTRIBUTIONS

4.1. Distributions. Subject to the Act, Net Cash Flow, if any, and any item of Property chosen by the Member, shall be distributed to or as directed by the Member, at such times as the Member may determine.

Section 5

MANAGEMENT

5.1. Authority and Duties of Member. The overall management and control of the Company shall be vested in the Member and the Member shall have the right and authority to enter into transactions on behalf of the Company, to bind the Company and to conduct, and to make decisions relating to, the day-to-day operations of the Company. Without limiting the foregoing and in each case without any further act, vote or approval, the Member is hereby specifically authorized for, and in the name of and on behalf of, the Company from time to time to:

- (a) Amend the Articles;
- (b) Issue Interests in the Company and admit other Persons as Members;
- (c) Acquire by purchase, lease, or otherwise any real or personal property;
- (d) Loan money to the Company, its affiliates or other third parties, upon such terms and conditions as the Member may determine;
- (e) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real or personal property;
- (f) Designate, authorize and direct one or more Persons to execute any and all agreements, contracts, documents, certifications, and instruments on behalf of the Company that are necessary or convenient in connection with the management, maintenance and operation of

Property or managing the Company's affairs, including executing amendments to the Agreement and the Articles in accordance with the terms of the Agreement, both as authorized agent for the Company and, if required, as attorney-in-fact for the Member pursuant to a power of attorney.

(g) Appoint individuals designated as officers and/or managers of the Company and delegate such authority to such officers and/or managers as the Member deems advisable.

(h) Borrow money and issue evidences of indebtedness (including bonds, notes and debentures) necessary, convenient or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Property;

(i) Care for and distribute funds to the Interest Holders by way of income, return of capital, or otherwise;

(j) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the Property or operations of the Company;

(k) Engage in any kind of activity and perform and carry out contracts of any kind as may be lawfully engaged in, carried out, or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified; and

(l) Make any and all elections for federal, state, and local tax purposes.

5.2 Indemnification of Member.

(a) The Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify, save harmless, and pay all judgments and claims against the Member relating to any liability or damage incurred by reason of: (i) ownership of an Interest in the Company, and (ii) any act performed or omitted to be performed by the Member in connection with the business of the Company, in any case including attorneys' fees incurred by the Member in connection with the defense of any action based on any of the foregoing.

(b) Notwithstanding anything to the contrary in Section 5.2(a) above, in the event that any provision in such Section is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

Section 6

ROLE OF THE MEMBER

6.1. Compensation. The Member may from time to time receive a salary, fee, or draw for services rendered to or on behalf of the Company in such amount as the Member deems appropriate.

6.2. Expenses. The Member may charge the Company for any expenses reasonably incurred by it in connection with the Company's business.

6.3. Loans. If the Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a capital contribution but shall be a debt due from the Company. The amount of any such loan or advance by the Member shall be repayable out of the Company's cash and shall bear interest at such rate as the Company and the Member shall agree but not in excess of the maximum rate permitted by law. The Member shall not be obligated to make any loan or advance to, or on behalf of, the Company.

Section 7

TRANSFERS OF INTERESTS

7.1. No Restriction on Transfers. The Member may Transfer all or any portion of its Interest at any time.

7.2. Admission of Transferees as Members. Unless otherwise indicated in writing at the time of any Transfer of an Interest, a transferee of an Interest (including a transferee by operation of law) shall be admitted to the Company as a substituted Member and shall be bound by the terms of this Agreement upon such transferee's written notice to the Company at the address set forth in Section 1.4.

Section 8

DISSOLUTION AND WINDING UP

8.1. Liquidating Events. The death, retirement, bankruptcy or dissolution of the Member, or the occurrence of any other event that terminates the continued membership of a member in the Company, shall not cause the Company to be dissolved and its affairs wound up, but rather the business of the Company shall be continued without dissolution, provided that there remains at least one Member (including a transferee of one or more Interests who becomes a Member). The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following events (the "Liquidating Events"):

- (a) The written consent of the Member or any successor Member;
- (b) There is no Member or transferee of one or more Interests who becomes a Member; or
- (c) The occurrence of any other event causing the dissolution of the Company under Act.

8.2. Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member. To the extent not inconsistent with the foregoing, the terms of this Agreement shall continue in full force and effect until such time as all of the Property (including the proceeds of sales of Property) has been distributed pursuant to this Section 8.2 and the Company's existence has been terminated in accordance with the Act. The Member (or, in the event there is no remaining Member, any Person elected by those persons succeeding to ownership of the Member's Interest) shall be responsible for overseeing the winding up of the Company, shall take full account of the Company's liabilities and Property, shall cause the Property other than cash to be liquidated as promptly as is consistent with

obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefore, to be applied and distributed in the following order:

- (a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors; and
- (b) The balance, if any, to the Member.

Section 9
MISCELLANEOUS

- 9.1. Amendment. The Member may amend this Agreement at any time.
- 9.2. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- 9.3. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.
- 9.4. Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.
- 9.5. Governing Law. The laws of the State of Missouri shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member.

The undersigned has executed this Agreement as of the day and year first above set forth.

FARMINGTON HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Senior Vice President, Secretary and General Counsel

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Farmington Hospital Corporation7100 Commerce Way, Suite 100 Brentwood Tennessee 37027	\$100.00	100

ARTICLES OF INCORPORATION OF
KIRKSVILLE HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the General and Business Corporation Law of Missouri (the "Missouri Code"), adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the Corporation is Kirksville Hospital Corporation.

ARTICLE TWO

The street address of its initial registered office is 221 Bolivar Street, Jefferson City, Missouri 65101, and the name of its initial registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company.

ARTICLE THREE

The aggregate number, class and par value, if any, of shares which the corporation shall have authority to issue shall be One Thousand (1,000) shares of \$.01 par value common stock.

The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows:

The corporation shall have one class of stock and such common stock shall have unlimited voting rights and the right to receive the net assets of the corporation upon dissolution of the corporation.

ARTICLE FOUR

The extent, if any, to which the preemptive right of a shareholder to acquire additional shares is limited or denied.

Shareholders of the corporation shall have no preemptive rights to acquire additional shares of the corporation.

ARTICLE FIVE

The name and place of residence of each incorporator is as follows:

Virginia D. Lancaster

155 Franklin Road, Suite 400

Brentwood, TN 37027

ARTICLE SIX

The number of directors to constitute the first board of directors is three. Thereafter the number of directors shall be fixed by, or in the manner provided by the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change.

ARTICLE SEVEN

The duration of the corporation is perpetual.

ARTICLE EIGHT

The corporation is formed for the following purposes:

The purpose of the Corporation is to own and operate health care facilities and to engage in any lawful act or activity for which corporations may be organized under the Missouri Code.

ARTICLE NINE

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 351.345 of the Missouri Code, or (iv) for any transaction from which the director derived any improper personal benefit. If the Missouri Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Missouri Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

indemnitee has met the applicable standard of conduct set forth in the Missouri Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Missouri Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Missouri Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Board of Directors of the Corporation shall have the power to adopt and amend the Bylaws of the Corporation.

IN WITNESS WHEREOF, these Articles of Incorporation have been signed this 2nd day of June, 2000.

/s/Virginia D. Lancaster

Virginia D. Lancaster, Incorporator

State of Tennessee

County of Williamson

I, Ann Miles, Notary Public, do hereby certify, that on this 2nd day of June, 2000, personally appeared before me Virginia D. Lancaster, who being by me first duly sworn, declared that she is the person who signed the foregoing document as incorporator and that the statements herein contained are true.

/s/ Ann Miles

Notary Public

My commission expires 11/30/02

State of Missouri

Rebecca McDowell Cook

Secretary of State

CORPORATE DIVISION

CERTIFICATE OF INCORPORATION

WHEREAS, duplicate originals of Articles of Incorporation of KIRKSVILLE HOSPITAL CORPORATION have been received and filed in the office of the Secretary of State, which Articles, in all respects, comply with the requirements of General and Business Corporation Law;

NOW, THEREFORE, I, REBECCA McDOWELL COOK, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the General and Business Corporation Law.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the Sate of Missouri, on this, the 5th day of June, 2000.

/s/ Rebecca McDowell Cook

Secretary of State

File Number 200331711647

Charter #00484292

Date Filed: 11/10/2003 aa:14 AM

Matt Blunt

Secretary of State

State of Missouri

Change/Resignation of Agent 1 Page(s)

Statement of Change of Registered Agent and/or

Registered Office

By a Foreign or Domestic For Profit or Nonprofit Corporation.

Instructions

1. This form is to be used by either a for profit or nonprofit corporation to change either or both the name of its registered agent and/or the address of its existing registered agent.
2. There is a \$10.00 fee for filing this statement. It must be filed in DUPLICATE.
3. P.O. Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the State of Missouri.
5. The corporation may not act as its own agent.

Charter No. 484292

- (1) The name of the corporation is: KIRKSVILLE HOSPITAL CORPORATION
- (2) The address, including street and number, of its present registered office (before change) is: 221 Bolivar Street, Jefferson City, MO 65101
- (3) The address, including street and number, of its registered office is hereby changed to: 300-B East High Street, Jefferson City, MO 65101
- (4) The name of its present registered agent (before change) is: CSC Lawyers Incorporating Service
- (5) The name of the new registered agents is: National Registered Agents, Inc.

Authorized signature of new registered agent must appear below

/s/ Stephanie Thomas

(6) The address of its registered office and the address of the office of its registered agent, as changed, will be identical.

(7) The change was authorized by resolution duly adopted by the board of directors.

In affirmation of the facts stated above,

/s/ Kimberly A. Wright

Kimberly A. Wright

Asst. Sec.

October 23, 2003

BYLAWS OF
KIRKSVILLE HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Jefferson City in the State of Missouri.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Missouri as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Missouri, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Missouri or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Missouri.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the

corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective:

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the General and Business Corporation Law of Missouri, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the

president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Missouri, at such place or

places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the General and Business Corporation Law of Missouri, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the

right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the General and Business Corporation Law of Missouri requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the General and Business Corporation Law of Missouri. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the General and Business Corporation Law of Missouri, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the General and Business Corporation Law of Missouri.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 5th day of June, 2000.

State of Missouri
Judith K. Moriarty, Secretary of State
P.O. Box 778, Jefferson City, Mo. 65102
Corporation Division

CERTIFICATE OF
INCORPORATION ISSUED
SEP 7 1993
Judith K. Moriarty
SECRETARY OF STATE

Articles of Incorporation
(To be submitted in duplicate by an attorney or an incorporator.)

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under The General and Business Corporation Law of Missouri adopt the following Articles of Incorporation:

Article One

The name of the corporation is Moberly Hospital, Inc.

Article Two

The address including street and number, if any, of the corporation's initial registered office in this state is 235 East High Street, Jefferson City, MO 65102 and the name of its initial agent at such address is Corporation Service Company d/b/a CSC Incorporating Service Company.

Article Three

The aggregate number class and par value, if any, of shares which the corporation shall have authority to issue shall be: The number of shares that the corporation is authorized to issue is One Thousand (1,000) shares of \$.01 par value common stock.

The preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, if any, in respect to the shares of each class are as follows: The corporation shall have one class of stock and such common stock shall have unlimited voting rights and the right to receive the net assets of the corporation upon dissolution of the corporation.

Article Four

The extent, if any, to which the preemptive right of a shareholder to acquire additional shares is limited or denied.

Shareholders of the corporation shall have no preemptive rights to acquire additional shares of the corporation.

Article Five

The name and place of residence of each incorporator is as follows: Sara Martin-Michels, 414 Union Street, Suite 1200, Nashville, TN 37219.

Article Six

(Designate which and complete the applicable paragraph.)

The number of directors to constitute the first board of directors is 3. Thereafter the number of directors shall be fixed by, or in the manner provided by the bylaws. Any changes in the number will be reported to the Secretary of State within thirty calendar days of such change.

OR

The number of directors to constitute the board of directors is _____. (The number of directors to constitute the board of directors must be stated herein if there are to be less than three directors. The person to constitute the first board of directors may, but need not, be named.)

Article Seven

The duration of the corporation is perpetual.

Article Eight

The corporation is formed for the following purposes: The purpose of the Corporation is to own and operate health care facilities and to engage in any lawful act or activity for which corporations may be organized under the Missouri General and Business Corporation Law (the "Missouri Code").

Article Nine

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 351.345 of the Missouri Code or (iv) for any transaction from which the director derived any improper personal benefit. If the Missouri Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Missouri Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

Article Ten

A. RIGHTS TO INDEMNIFICATION. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnitee”), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Missouri Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys’ fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Missouri Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. RIGHT OF INDEMNITEE TO BRING SUIT. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Missouri Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Missouri Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct,

shall create a presumption that the indemnitee has not met the applicable standard of conduct, or in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. NON-EXCLUSIVITY OF RIGHTS. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. INSURANCE. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Missouri Code.

E. INDEMNITY OF EMPLOYEES AND AGENTS OF THE CORPORATION. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Missouri Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Article Eleven

The Board of Directors of the Corporation shall have the power to adopt and amend the Bylaws of the Corporation.

IN WITNESS WHEREOF, these Articles of Incorporation have been signed this 3rd day of September, 1993.

/s/ Sara Martin-Michels
Sara Martin-Michels,
Incorporator

State of Tennessee)
) ss.
County of Davidson)

I, Trudie Schwenk, Notary Public, do hereby certify that on this 3rd day of September, 1993, personally appeared before me Sara Martin-Michels, who being by me first duly sworn, declared that she is the person who signed the foregoing document as incorporator and that the statements herein, contained are true.

/s/ Trudie C. Schwenk
Notary Public

My commission expires 9-24-94

CERTIFICATE OF INCORPORATION ISSUED
SEP 7 1993
Judith K. Moriarty
SECRETARY OF STATE

ADMINISTRATIVE DISSOLUTION
OR REVOCATION FOR A
FOR-PROFIT CORPORATION

STATE OF MISSOURI
REBECCA MCDOWELL COOK
Secretary of State

00385375
MOBERLY HOSPITAL, INC.
% CSC-LAWYERS INC. SERVICE CO.
235 EAST HIGH STREET
JEFFERSON CITY MO 65102

The above corporation has failed to comply with Section 351.484, 351.525 or, 351.598 RSMo, by:

- Failing to pay its franchise taxes and/or file a franchise tax report;
- Failing to file a correct annual report to the Secretary of State;
- Failing to maintain a registered agent or registered office;
- Failing to extend its period of duration;
- Procuring its franchise with the use of fraud;
- Operating outside the authority conferred by law or by violating the criminal law after written demand to discontinue was delivered;
- Failing to pay any final assessment of employer withholding tax;
- Failing to pay any final assessment of sales and use taxes, including local sales taxes;

Therefore, the above corporation stands administratively dissolved or revoked under the provisions of Section 351.486 or Section 351.602, RSMo, as of AUGUST 31, 1995

NOW, THEREFORE, I, Rebecca McDowell Cook, Secretary of State, do hereby declare the above corporation administratively dissolved or revoked by this state, subject to rescission as in these acts provided.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my seal this 31ST DAY OF AUGUST, 1995.

/s/ Rebecca McDowell Cook
Secretary of State

FILED
OCT 4 1995
Rebecca McDowell Cook
SECRETARY OF STATE

STATE OF MISSOURI
REBECCA MCDOWELL COOK, Secretary of State
P. O. Box 778, Jefferson City, MO 65102
CORPORATE DIVISION

Application for Rescinding
Administrative Dissolution
(Submit in duplicate with a filing fee of \$55 General Business, \$25 Nonprofit)

(1) The corporation's name is: Moberly Hospital, Inc.
(Note: The corporate name is held for two (2) years from date of administrative dissolution. If name is not available after this time, the Articles must be amended to change the name.)

(2) The date of the administrative dissolution was: 8/31/95

(3) The grounds for administrative dissolution which have been eliminated were: (Check appropriate box or boxes)

Failing to file an annual registration report;

Failing to maintain a registered agent or office;

Failing to extend the period of duration;

Procuring its Charter/Authorization by fraud;

Failing to pay/file franchise taxes;

Failing to pay any final assessment of employer withholding tax or sales and use taxes, including local sales taxes.

(4) Attached is a certificate of tax clearance from the Department of Revenue reciting that all state taxes have been paid.

In affirmation of the facts stated above,

/s/ Sara Martin-Michels, Assistant Secretary 10/2/95

COLLECTIONS BUREAU
P O BOX 3666
JEFFERSON CITY MO 65105-3666

STATE OF MISSOURI
Department of Revenue
(314) 751-9268

JEFF CITY FILING
RAND SOUDEN
222 E DUNKLIN STE 102
JEFFERSON CITY MO 65101

October 4, 1995

RE: REINSTATEMENT OF CORPORATION RIGHTS OF: MOBERLY HOSPITAL, INC.
CORPORATION NO: 00385375
UNDER SECTION 351.488, RSMo

Dear Mr. Soudan:

In response to the corporation's request, a review of the tax records has been completed. There are no delinquencies with respect to Missouri state taxes.

This letter does not limit the authority of the Department of Revenue to conduct audits or reviews of the taxpayer's records. Further this letter does not restrict the Department from pursuing collection of liabilities arising from such audits or reviews. This letter does not constitute reinstatement of corporation status or rights. To be reinstated, this letter must be presented to the Missouri Secretary of State, along with the required affidavit and any other information requested by the Office of the Secretary of State. THIS LETTER REMAINS VALID FOR 30 DAYS FROM THE ISSUANCE DATE.

Sincerely,

/s/ Michael J. Roggero
Michael J. Roggero
Administrator

HB:DU0830

CBN001
95277030154

FILED
OCT 4 1995
Rebecca McDowell Cook
SECRETARY OF STATE

STATE OF MISSOURI
REBECCA MCDOWELL COOK, Secretary of State
P. O. Box 778, Jefferson City, MO 65102
CORPORATE DIVISION

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In affirmation of the facts stated above,

/s/ Sara Martin-Michels, Assistant Secretary 10/2/95

COLLECTIONS BUREAU
P O BOX 3666
JEFFERSON CITY MO 65105-3666

STATE OF MISSOURI
Department of Revenue
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Sincerely,

/s/ Michael J. Roggero
Michael J. Roggero
Administrator

HB:DU0830

CBN001
95277030154

RECEIVED
NOV 08 1995
Rebecca McDowell Cook
SECRETARY OF STATE

STATE OF MISSOURI
REBECCA MCDOWELL COOK, Secretary of State
P. O. Box 778, Jefferson City, MO 65102
CORPORATE DIVISION

Statement of Change of Business Office
of a Registered Agent

Instructions

1. The filing fee for this change is \$10.00. Change must be filed in DUPLICATE.
2. P.O. Box may only be used in conjunction with Street, Route or Highway.
3. Agent and address must be in the State of Missouri.
4. The corporation or limited partnership cannot act as its own registered agent. The registered agent should sign in his individual name, unless the registered agent is a corporation, in which case the execution should be by proper officers.

Charter No 00385375

The undersigned registered agent, for the purpose of changing its business office in Missouri as provided by the provisions of "The General and Business Corporation Act in Missouri," or the "Missouri Uniform Limited Partnership"

1. The name of the corporation/limited partnership is MOBERLY HOSPITAL, INC.
2. The name of this registered agent is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company
3. The address, including street number, if any, of the present business office of the registered agent is 235 East High Street, P.O. Box 1069, Jefferson City, MO 65102
4. The address, including street number, if any, of the business office of the registered agent is hereby changed to 222 East Dunklin Street, Jefferson City, MO 65101
5. Notice in writing of the change has been mailed by the registered agent to the corporation/limited partnership named-above.
6. The address of the registered office of the corporation/limited partnership named above and the business office of the registered agent, as changed, is identical.

FILED
NOV 8 1995
Rebecca McDowell Cook
SECRETARY OF STATE

(The following should be executed only if the registered agent is a natural person)

IN WITNESS WHEREOF, the undersigned registered agent has caused this report to be executed this ___ day of ___, 19___

Signature of Registered Agent

State of ___

County of ___

On this ___ day of ___, in the year 19___, before me, ___, a Notary Public in and for said state, personally appeared ___ known to me to be the person who executed the within Statement of Change of Business Office and acknowledged to me that ___ executed the same for the purposes therein stated.

(Notarial Seal)

Notary Public

My commission expires ___

(The following should be executed only if the registered agent is a corporation)

IN WITNESS WHEREOF, the undersigned corporation has caused this report to be executed in its name by its president or vice president, attested by its secretary or assistant secretary this 27th October, 1995

(Corporate Seal)

If no seal, state "none".

Corporation Service Company d/b/a
CSC-Lawyers Incorporating Service

By /s/ Daniel R. Butler
Daniel R. Butler, President

Attest:

/s/ Bruce R. Winn

Bruce R. Winn, Secretary

State of Delaware

County of New Castle

On this 27 day of October, in the year 1995, before me, Janet B. Woznicki, a Notary Public in and for said state, personally appeared Bruce R. Winn, Secretary, Corporation Service Company,

d/b/a CSC-Lawyers Incorporating Service Company known to me to be the person who executed the within Statement of Change of Business Office in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

JANET B. WOZNICKI
NOTARY PUBLIC OF DELWARE
APPOINTED AUGUST 5, 1992
TERM 4 YEARS

/s/ Janet B. Woznicki
My commission expires 8-5-96

FILED
APR 05 1999
Rebecca McDowell Cook
SECRETARY OF STATE

STATE OF MISSOURI
REBECCA MCDOWELL COOK, Secretary of State
P. O. Box 778, Jefferson City, MO 65102
CORPORATE DIVISION

Statement of Change of Business Office Address
by a Registered Agent of a
Foreign or Domestic For Profit or Nonprofit Corporation

Instructions

1. This form is to be used by a registered agent of a for profit or nonprofit corporation to change the address of the business office of the registered agent.
2. The filing fee for this change is \$10.00. Change must be filed in DUPLICATE.
3. P.O. Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the State of Missouri.
5. The corporation cannot act as its own registered agent. The registered agent should sign his/her individual name, unless the registered agent is a corporation, in which case the execution should be by proper officers.

Charter No. 3 8 5 3 7 5

The undersigned registered agent, for the purpose of changing its business office in Missouri, represents that:

1. The name of the corporation is: MOBERLY HOSPITAL, INC.
2. The name of the registered agent is: CORPORATION SERVICE COMPANY D/B/A CSC—LAWYERS INCORPORATING SERVICE COMPANY
3. The address, including street number, of the present business office of the registered agent is: 222 EAST DUNKLIN STREET, JEFFERSON CITY, MO 65101
4. The address, including, street number, of the business office of the registered agent is hereby. changed to: 221 BOLIVAR STREET, JEFFERSON CITY, MISSOURI 65101
5. Notice in writing of the change has been mailed by the registered agent to the corporation named above.
6. The address of the registered office of the corporation named above and the business office of the registered agent, as changed, is identical.

In affirmation of the facts stated above

CORPORATION SERVICE COMPANY D/B/A
CSC-LAWYERS INCORPORATING SERVICE COMPANY

By: /s/ John H. Pelletier, JOHN H. PELLETIER, ASST. VP 4/5/99

State of Missouri
Change/Resignation of Agent 1 Page(s)
T0331415588

File Number: 200331711648
Charter #: 00385375
Date Filed: 11/10/2003 11:14 AM
Matt Blunt
Secretary of State

Statement of Change of Registered Agent and/or
Registered Office
By a Foreign or Domestic For Profit or Nonprofit Corporation

Instructions

1. This form is to be used by either a for profit or nonprofit corporation to change either or both the name of its registered agent and/or the address of its existing registered agent.
2. There is a \$10.00 fee for filing this statement. It must be filed in DUPLICATE.
3. P.O. Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the State of Missouri.
5. The corporation may not, act as its own agent.

Charter No. 385375

- (1) The name of the corporation is: MOBERLY HOSPITAL, INC.
- (2) The address, including street and number, of its present registered office (before change) is: 221 Bolivar Street, Jefferson City, MO 65101
- (3) The address, including street and number, of its registered office is hereby changed to: 300-B East High Street, Jefferson City, MO 65101
- (4) The name of its present registered agent (before change) is: CSC Lawyers Incorporating Service
- (5) The name of the new registered agent is: National Registered Agents, Inc.
Authorized signature of new registered agent must appear below: /s/ Stephanie Thomas
- (6) The address of its registered office and the address of the office of its registered agent, as changed, will be identical.
- (7) The change was authorized by resolution duly adopted by the board of directors.

In affirmation of the facts stated above,
/s/ Kimberly A. Wright, Kimberly A. Wright
Asst. Sec. October 23, 2003

BYLAWS OF
MOBERLY HOSPITAL, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Jefferson, State of Missouri.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Missouri, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Missouri, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list

of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Missouri or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall

be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Missouri.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its

members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the

corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Missouri General and Business Corporation Law (the "Missouri Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal

representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Missouri, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Missouri Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Missouri Code requires, an advancement of expenses incurred by an indemnitee shall be made

only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Missouri Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Missouri Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Missouri Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance

herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The undersigned officer of the corporation hereby confirms that the above bylaws were duly adopted as the bylaws of the corporation as of the 7th day of September, 1993.

/s/ Linda K. Parsons
Linda K. Parsons
Secretary

0-0466901
FILED 8:43 AM
AUG 06 1998

ARTICLES OF INCORPORATION
OF
WILLIAMSTON HOSPITAL CORPORATION

Pursuant to §55-2-02 of the North Carolina Business Corporation Act, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is Williamston Hospital Corporation
2. The number of shares the corporation is authorized to issue is one thousand (1000) shares of \$.01 par value per share common stock which shall have unlimited voting rights and the right to receive the net assets of the corporation upon dissolution of the corporation.
3. The street address of the corporation's initial registered office is 327 Hillsborough Street, Raleigh, Wake County, North Carolina 27603 and the name of the initial registered agent is Corporation Service Company.
4. The name and address of the corporation's incorporator is Virginia D. Lancaster, 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027.
5. The purpose of the Corporation is to engage in any lawful act or activity for which a Corporation may be organized under the North Carolina Business Corporation Act (the "North Carolina Code").
6. The business and affairs of the corporation shall be managed by a Board of Directors. The number of directors and their term shall be specified in the Bylaws of the corporation.
7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under § 55-8-33 of the North Carolina Code, or (iv) for any transaction from which the director derives an improper personal benefit. If the North Carolina Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the North Carolina Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by

reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by North Carolina law as the same exists or may hereafter be amended but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue with respect to an indemnatee who has ceased to be a director or officer and shall inure to the benefit of the indemnatee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnatee in connection with a proceeding initiated by such indemnatee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the North Carolina Code requires, an advancement of expenses incurred by an indemnatee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnatee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnatee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnatee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnatee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnatee to enforce a right to indemnification hereunder (but not a suit brought by the indemnatee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnatee has not met the applicable standard of conduct set forth in the North Carolina Code. Neither the failure of the Corporation including its Board of Directors (independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnatee has met the applicable standard of conduct set forth in the North Carolina Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnatee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnatee, shall be a defense to such suit. In any suit brought by the indemnatee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnatee is not entitled under this Article or

otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expenses, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expenses, liability or loss under the North Carolina Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the North Carolina Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

9. The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

10. These articles will be effective upon filing.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of July, 1998.

/s/ Virginia D. Lancaster
Virginia D. Lancaster, Incorporator

BYLAWS OF
WILLIAMSTON HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Raleigh, County of Wake, State of North Carolina.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of North Carolina as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of North Carolina, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meetings mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical

order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period often days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these by-laws.

Section 3.2 Number and qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of North Carolina or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may

also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of North Carolina.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to

reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the North Carolina Business Corporation Act (the "North Carolina Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of North Carolina, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification

(A) Each person (hereinafter an “indemnitee”) who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceedings alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the North Carolina Code, as the same exists or may hereafter be amended but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney’s fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition hereinafter an advancement of expenses; provided, however, that, if the North Carolina Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the North Carolina Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the North Carolina Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the North Carolina Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 6th day of August, 1998.

FILED
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STATE TREASURER

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ARTICLES OF INCORPORATION
OF
SALEM HOSPITAL CORPORATION

In compliance with the requirements of the applicable provisions of the New Jersey Business Corporation Act, as amended (the "New Jersey Act"), the undersigned natural person of the age of eighteen years or more, desiring to incorporate a corporation for profit hereby states the following:

ARTICLE I

The name of the Corporation is Salem Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the New Jersey Act.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is: Corporation Service Company, 830 Bear Tavern Road, Suite 305 West Trenton, NJ 08628

ARTICLE VI

The names and addresses of the Corporation's initial Board of Directors are:

Gary D. Newsome, 155 Franklin Road, Suite 400 Brentwood, TN 37027
Rachel A. Seifert, 155 Franklin Road, Suite 400 Brentwood, TN 37027
W. Larry Cash, 155 Franklin Road, Suite 400 Brentwood, TN 37027

ARTICLE VII

The name and mailing address of the incorporator is: Karen Palestini, Esquire Reed Smith, LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08543

ARTICLE VIII

To the fullest extent permitted by New Jersey law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 14A3-5 of the New Jersey Act or (iv) for any transaction from which the director derived any improper personal benefit. If the New Jersey Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the New Jersey Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the New Jersey Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition

(hereinafter an “advancement of expenses”); provided, however, that if the New Jersey act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the New Jersey Act. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the New Jersey Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the New Jersey Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the New Jersey Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of October, 2001.

/s/ Karen Palestini
Karen Palestini, Esq.
Incorporator

BYLAWS OF
SALEM HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of West Trenton, County of Mercer, State of New Jersey.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of New Jersey as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of New Jersey, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of New Jersey or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of New Jersey.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the New Jersey Business Corporation Act, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of New Jersey, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the New Jersey Business Corporation Act, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if

such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the New Jersey Business Corporation Act, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the New Jersey Business Corporation Act, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the New Jersey Business Corporation Act, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the New Jersey Business Corporation Act, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 30th day of October, 2001.

ARTICLES OF INCORPORATION
OF
DEMING HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the New Mexico Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Deming Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the New Mexico Business Corporation Act. To operate health facilities.

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of \$.01 par value per share common stor1-..

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received.

ARTICLE SIX

The street address of its initial registered office is 121 East Palace Avenue, Santa Fe, Santa Fe County, New Mexico 87501, and the name of its initial registered agent at such address is Corporation Service Company, c/o The Prentice-Hall Corporation System, Inc.

ARTICLE SEVEN

The number of directors of the Corporation may be fixed by the Bylaws.

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until a successor is elected and qualified are:

Tyree G. Wilburn

155 Franklin Road, Suite 400

Brentwood, TN 37027

Deborah G. Moffett

3707 FM 1960 West, Suite 500

Houston, TX 77068

T. Mark Buford
3707 FM 1960 West, Suite 500
Houston, TX 77068

ARTICLE EIGHT

The name and address of the incorporator is:

Robin J. Payton
414 Union Street, Suite 1600
Nashville, Tennessee 37219

ARTICLE NINE

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, unless such liability results from the director's breach or failure to perform the duties of the director's office as set forth in Section 53-12-2 (E)(1) and (E)(2) of the New Mexico Business Corporation Act. If the New Mexico Business Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the New Mexico Business Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the New Mexico Business Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall

indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the New Mexico Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the New Mexico Business Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the New Mexico Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the New Mexico Business Corporation Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the New Mexico Business Corporation Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 16th day of January, 1996.

/s/ Robin J. Payton

Robin J. Payton, Incorporator

414 Union Street

Suite 1600

Nashville, Tennessee 37219

(Domestic Profit)

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED SUCCESSOR REGISTERED AGENT

To the State Corporation Commission

State of New Mexico

STATE OF DELAWARE

SS.:

COUNTY OF NEW CASTLE

On this 17TH day of JANUARY, 1996, before me, a Notary Public in and for the State and County aforesaid, personally appeared LISA G. MULLIGAN, who is known to be the person, and who, being duly sworn, acknowledged to me that he does hereby accept appointment as the Successor Registered Agent of: DEMING HOSPITAL CORPORATION, which is a New Mexico Business Corporation organized to transact business in the State of New Mexico pursuant to the provisions of the Business Corporation Act of the State of New Mexico.

Corporation Service Company

Registered Agent

/s/ Lisa G. Mulligan

By: Lisa G. Mulligan

Assistant Vice President

Subscribed and sworn to before me on the day, month, and year first above set forth

/s/ Pamela Lynn Simpson

Notary Public

Commission Expires: 3/22/99

(notarial seal)

BYLAWS OF
DEMING HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Santa Fe, State of New Mexico.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of New Mexico as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of New Mexico, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting

shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of New Mexico or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of New Mexico.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be

construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have

the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the New Mexico Business Corporation Act (the "New Mexico Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Florida, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the New Mexico Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the New Mexico Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the New Mexico Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the New Mexico Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the New Mexico Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 22nd day of January, 1996.

FILED IN OFFICE OF
NM STATE CORPORATION COMMISSION
FEB 10 1998
CORPORATION DEPARTMENT

ARTICLES OF INCORPORATION

OF

ROSWELL HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the New Mexico Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Roswell Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purposes for which the Corporation is organized are as follows:

- (i) to operate health facilities; and
- (ii) to engage in the transaction of any or all lawful business for which corporations may be incorporated under the New Mexico Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is 1,000 shares of common stock, par value \$.01 per share.

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least \$1,000, consisting of money, labor done or property actually received.

ARTICLE SIX

The street address of its initial registered office is 121 East Palace Avenue, Santa Fe, Santa Fe County, New Mexico 87501, and the name of its initial registered agent at such address is Corporation Service Company, do The Prentice-Hall Corporation System, Inc.

ARTICLE SEVEN

The number of directors of the Corporation may be fixed by the Bylaws.

The number of directors constituting the initial board of directors is three, and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until a successor is elected and qualified are:

Wayne Smith
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

W. Larry Cash
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

Rachel A. Seifert
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE EIGHT

The name and address of the incorporator is:

Michael Krawitz
One New York Plaza, 27th Floor
New York New York 10004-1980

ARTICLE NINE

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, unless such liability results from the director's breach or failure to perform the duties of the director's office as set forth in Section 53-12-2 (E)(1) and (E)(2) of the New Mexico Business Corporation Act. If the New Mexico Business Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the New Mexico Business Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise,

including service with respect to an employee benefit plan (hereinafter an “indemnitee”), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the New Mexico Business Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys’ fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the New Mexico Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the New Mexico Business Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the New Mexico Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the

burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the New Mexico Business Corporation Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the New Mexico Business Corporation Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, this 6th day of February, 1998.

/s/ Michael Krawitz
Michael Krawitz, Incorporator
One New York Plaza, 27th Floor
New York, New York 10004-1980

(Domestic Profit)

AFFIDAVIT OF ACCEPTANCE or APPOINTMENT
BY DESIGNATED SUCCESSOR REGISTERED AGENT

To the State Corporation Commission
State of New Mexico

STATE OF DELAWARE

SS.:

COUNTY OF NEW CASTLE

On this 10 day of February, 1998, before me, a Notary Public in and for the State and County aforesaid, personally appeared Margaret R. Hughes, who is known to be the person, and who, being duly sworn, acknowledged to me that (s)he does hereby accept appointment as the Successor Registered Agent of: ROSWELL HOSPITAL CORPORATION, which is a New Mexico Business Corporation organized to transact business in the State of New Mexico pursuant to the provisions of the Business Corporation Act of the State of New Mexico.

/s/Margaret R. Hughes

Assistant Vice President

Corporation Service Company
Registered Agent

Subscribed and sworn to before me on the day, month, and year first above set forth

/s/ Stephen G. Hughes

Notary Public

Commission Expires: 5/10/01

(notarial seal)

BYLAWS OF
ROSWELL HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Santa Fe, State of New Mexico.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of New Mexico as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of New Mexico, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of New Mexico or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of New Mexico.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the New Mexico Business Corporation Act (the "New Mexico Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of New Mexico, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the New Mexico Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the New Mexico Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the New Mexico Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the New Mexico Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the New Mexico Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 10th day of February, 1998.

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ARTICLES OF INCORPORATION

OF

SAN MIGUEL HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the New Mexico Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is San Miguel Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purposes for which the Corporation is organized are as follows:

- (i) to operate health facilities; and
- (ii) to engage in the transaction of any or all lawful business for which corporations may be incorporated under the New Mexico Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is 1,000 shares of common stock, par value \$.01 per share.

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least \$1,000, consisting of money, labor done or property actually received.

ARTICLE SIX

The street address of its initial registered office is 121 East Palace Avenue, Santa Fe, Santa Fe County, New Mexico 87501, and the name of its initial registered agent at such address is Corporation Service Company.

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ARTICLE SEVEN

The number of directors of the Corporation may be fixed by the Bylaws.

The number of directors constituting the initial board of directors is three, and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until a successor is elected and qualified are: Wayne Smith, 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027; W. Larry Cash, 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027; Rachel A. Seifert, 155 Franklin Road, Suite 400 Brentwood, Tennessee 37027

ARTICLE EIGHT

The name and address of the incorporator is: Virginia D. Lancaster, 155 Franklin Road, Suite 400 Brentwood, Tennessee 37027

ARTICLE NINE

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, unless such liability results from the director's breach or failure to perform the duties of the director's office as set forth in Section 53-12-2 (E)(1) and (E)(2) of the New Mexico Business Corporation Act. If the New Mexico Business Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the New Mexico Business Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

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ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the New Mexico Business Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue with respect to an indemnatee who has ceased to be a director or officer and shall inure to the benefit of the indemnatee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnatee in connection with a proceeding initiated by such indemnatee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the New Mexico Business Corporation Act requires, an advancement of expenses incurred by an indemnatee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnatee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnatee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnatee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnatee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnatee to enforce a right to indemnification hereunder (but not a suit brought by the indemnatee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to

recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the New Mexico Business Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the New Mexico Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the New Mexico Business Corporation Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the New Mexico Business Corporation Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

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ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, this 1st day of September, 1999.

/s/ Virginia D. Lancaster
Virginia D. Lancaster, Incorporator
155 Franklin Road, Suite 400
Brentwood, TN 37027

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AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED INITIAL REGISTERED AGENT

To: The STATE CORPORATION COMMISSION
STATE OF NEW MEXICO

STATE OF California)
) SS.:
COUNTY OF Sacramento)

On this 2 day of September , 1999 , before me a Notary Public in and for the State and County aforesaid, personally appeared Karen Wehner who is to me known to be the person and who, being by me duly sworn, acknowledged to me that he does hereby accept his appointment as the initial Registered Agent of San Miguel Hospital Corporation the corporation which is named in the annexed Articles of Incorporation, and which is applying for a Certificate of Incorporation pursuant to the provisions of the Business Corporation Act of the State of New Mexico.

Registered Agent's Signature (Individual)

OR

Corporation Service Company

By /s/ Karen Wehner, Karen Wehner

TRISTINA BURNETT
COMM. #1167333
NOTARY PUBLIC CALIFORNIA
SACRAMENTO COUNTY
COMM. EXP. JAN. 2, 2002

(NOTARY SEAL)

/s/ Tristina Burnett
Notary Public

My Commission Expires: January 2, 2002

BYLAWS OF
SAN MIGUEL HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Santa Fe, County of Santa Fe, New Mexico.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of New Mexico as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of New Mexico, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of New Mexico or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of New Mexico.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors,

the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the New Mexico Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the

corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of New Mexico, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the New Mexico Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the New Mexico Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the New Mexico Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the New Mexico Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the New Mexico Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 8th day of September, 1999.

CERTIFICATE OF INCORPORATION

OF

CHS HOLDINGS CORP.

UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

THE UNDERSIGNED, being of the age of eighteen years or over, for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law of the State of New York, hereby certifies:

FIRST: The name of the Corporation is CHS Holdings Corp.

SECOND: The purpose for which the Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the New York Business Corporation Law. The Corporation is not formed to engage in any act or activity requiring the consent or approval of any official, department, board, agency or other body of the State of New York without such consent or approval first being obtained.

THIRD: The office of the Corporation is to be located in the City of New York, County of New York, State of New York.

FOURTH: The aggregate number of shares which the Corporation shall have authority to issue shall be 1,000 shares, par value \$.01 per share, all of which are to be of the same class and all of which are to be designated common shares.

1. Dividends. The holders of shares of Common Stock shall be entitled to receive, when and if declared by the Board of Directors, out of the assets of the Corporation which are by law available therefor, dividends payable either in cash, in property or in shares of Common Stock.

2. Voting Rights. At every annual or special meeting of shareholders of the Corporation, every holder of Common Stock shall be entitled to one vote, in person or by proxy, for each share of Common Stock standing in his name on the books of the Corporation in the election of directors and upon all other matters.

3. Dissolution, Liquidation or Winding Up. In the event of any dissolution, liquidation or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of all outstanding shares of Common Stock shall be entitled to share ratably in the remaining net assets of the Corporation.

FIFTH: No shareholder of the Corporation shall, by reason of his holding shares of any class, have any preemptive or preferential right to purchase or subscribe to any shares of any class of the Corporation, now or hereafter to be authorized, or any other securities convertible into or carrying rights or options to purchase shares of any class, now or hereafter to be authorized, whether or not the issuance of any such shares or the issuance of shares upon exercise of any rights or options or upon conversion of such other securities would adversely affect the dividend or voting rights of such shareholder. The Board of Directors may issue, and grant rights or

options to purchase, shares of any class of the Corporation, now or hereafter to be authorized, or any other securities convertible into or carrying rights or options to purchase shares of any class, now or hereafter to be authorized, without offering any such shares or other securities, either in whole or in part, to the shareholders of any class.

SIXTH: The Secretary of State is designated as the agent of the Corporation upon whom process against the Corporation may be served. The address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is c/o Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York, New York 10004, Attn: F. William Reindel.

SEVENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, I have made and signed this certificate this 13th day of March, 1997 and I affirm the statements contained therein are true under penalties of perjury.

/s/ Salvatore Rappa
Salvatore Rappa

Fried, Frank, Harris, Shriver & Jacobson

One New York Plaza

New York, NY 10004

State of New York) ss:
Department of State

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on July 2, 2007

Deputy Secretary of State for
Business and Licensing Services

DOS-1266 (Rev. 03/07)

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231

CERTIFICATE OF CHANGE
OF
CHS HOLDINGS CORP

(Insert Name of Domestic Corporation)

Under Section 805-A of the Business Corporation Law

FIRST. The name of the corporation is CHS HOLDINGS CORP

If the name of the corporation has been changed, the name under which it was formed is N/A

SECOND. The certificate of incorporation was filed by the Department of State on
MARCH 17, 1997

THIRD. The change(s) effected hereby are [Check appropriate box(es)]

Q The county location, within this state, in which the office of the corporation is located, is changed to SUFFOLK

Q The address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation is changed to 875 Avenue of the Americas, Suite 501, New York, NY 10001

Q The corporation hereby [Check one]

Q Designates National Registered Agents, Inc as its registered agent upon whom process against the corporation may be served

The street address of the registered agent is 875 Avenue of the Americas, Suite 501, New York, NY 10001

Q Changes the designation of its registered agent to

The street address of the registered agent is:

Q Changes the address of its registered agent to

Q Revokes the authority of its registered agent

FOURTH. The change was authorized by the board of directors

/s/ Kathleen Fritz

Kathleen Fritz, President

(Name and Capacity of Signer)

CERTIFICATE OF CHANGE

OF

CHS HOLDINGS CORP

(Insert Name of Domestic Corporation)

Under Section 805-A of the Business Corporation Law

STATE OF NEW YORK

DEPARTMENT OF STATE

FILED MAR 10 2005

Filer's name GEC GROUP, LLC

Address 2731 Executive Park Dr. Suite 4

City, State and Zip Code Waston, FL 33331

NOTE This form was prepared by the New York State Department of State. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$30 filing fee

CERTIFICATE OF INCORPORATION

OF

CHS HOLDINGS CORP.

Section 402 of the Business Corporation Law

Community Health Systems, Inc.

155 Franklin Road

Suite #400

Brentwood, TN. 37027

BY-LAWS
OF
CHS HOLDINGS CORP.

ARTICLE 1
OFFICES

- 1.1 PRINCIPAL OFFICE. The principal office of the Corporation within the State of New York shall be in the City of New York, County of New York.
- 1.2 OTHER OFFICES. The Corporation may also have an office or offices other than said principal office at such place or places, either within or without the State of New York, as the Board of Directors shall from time to time determine or the business of the Corporation may require.

ARTICLE 2
MEETINGS OF SHAREHOLDERS

- 2.1 PLACE OF MEETINGS. All meetings of the shareholders for the election of directors or for any other purpose shall be held at such place as may be fixed from time to time by the Board of Directors, or at such other place, either within or without the State of New York, as shall be designated from time to time by the Board of Directors.
- 2.2 ANNUAL MEETING. The annual meeting of the shareholders of the Corporation for the election of directors and for the transaction of such other business as may properly come before the meeting, commencing with the year 1997, shall be held at such date and time as shall be designated from time to time by the Board of Directors.
- 2.3 SPECIAL MEETINGS. Special meetings of the shareholders, unless otherwise prescribed by statute, may be called at any time by the Board of Directors or the Chairman of the Board, if one shall have been elected, or the President.
- 2.4 NOTICE OF MEETINGS. Notice of the place, date and hour of holding of each annual and special meeting of the shareholders and, unless it is the annual meeting, the purpose or purposes thereof, shall be given personally or by mail in a postage prepaid envelope, not less than ten (10) nor more than sixty (60) days before the date of such meeting, to each shareholder entitled to vote at such meeting, and, if mailed, it shall be directed to such shareholder at his address as it appears on the record of shareholders, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed at some other address, in which case it shall be directed to him at such other address. Any such notice for any meeting other than the annual meeting shall indicate that it is being issued at the direction of the Board of Directors, the Chairman of the Board, or the President, whichever shall have called the meeting. Notice of any meeting of shareholders shall not be required to be given to any shareholder who shall attend such meeting in person or by proxy and shall not, prior to the conclusion of such meeting, protest
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the lack of notice thereof, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy. Unless the Board of Directors shall fix a new record date for an adjourned meeting, notice of such adjourned meeting need not be given if the time and place to which the meeting shall be adjourned were announced at the meeting at which the adjournment is taken.

2.5 QUORUM. At all meetings of the shareholders the holders of a majority of the shares of the Corporation issued and outstanding and entitled to vote thereat shall be present in person or by proxy to constitute a quorum for the transaction of business, except as otherwise provided by statute. In the absence of a quorum, the holders of a majority of the shares present in person or by proxy and entitled to vote may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting as originally called.

2.6 ORGANIZATION. At each meeting of the shareholders, the Chairman of the Board, if one shall have been elected, or in his absence or if one shall not have been elected the President, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act the person whom the chairman of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

2.7 ORDER OF BUSINESS. The order of business at all meetings of the shareholders shall be as determined by the chairman of the meeting.

2.8 VOTING. Except as otherwise provided by statute or the Certificate of Incorporation, each holder of record of shares of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for each share standing in his name on the record of shareholders of the Corporation:

(a) on the date fixed pursuant to the provisions of Section 5.6 of these By-Laws as the record date for the determination of the shareholders who shall be entitled to notice of and to vote at such meeting; or

(b) if no such record date shall have been so fixed, then at the close of business on the day next preceding the day on which notice thereof shall be given.

Each shareholder entitled to vote at any meeting of the shareholders may authorize another person or persons to act for him by a proxy signed by such shareholder or his attorney-in-fact. Any such proxy shall be delivered to the secretary of such meeting at or prior to the time designated in the order of business for so delivering such proxies. Except as otherwise provided by statute or the Certificate of Incorporation or these By-Laws, any corporate action to be taken by vote of the shareholders shall be authorized by a majority of the votes cast at a meeting of shareholders by the holders of shares present in person or represented by proxy and entitled to vote on such action. Unless required by statute, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the shareholder voting, or by his proxy, if there be such proxy, and shall state the number of shares voted.

2.9 LIST OF SHAREHOLDERS. A list of shareholders as of the record date, certified by the Secretary of the Corporation or by the transfer agent for the Corporation, shall be produced at any meeting of the shareholders upon the request of any shareholder made at or prior to such meeting.

2.10 INSPECTORS. The Board of Directors may, in advance of any meeting of shareholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act or on the request of any shareholder entitled to vote at such meeting, the chairman of the meeting shall, or if inspectors shall not have been appointed the chairman of the meeting may, appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the chairman of the meeting or any shareholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be shareholders.

2.11 ACTION BY CONSENT. Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken signed by the holders of all outstanding shares of the Corporation entitled to vote thereon.

ARTICLE 3

BOARD OF DIRECTORS

3.1 GENERAL POWERS. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of Incorporation directed or required to be exercised or done by the shareholders.

3.2 NUMBER, QUALIFICATIONS, ELECTION AND TERM OF OFFICE. The number of directors constituting the initial Board of Directors shall be two. Thereafter, the number of directors may be fixed, from time to time, by the affirmative vote of a majority of the entire Board of Directors or by action of the shareholders of the Corporation; provided, however, that the number of directors shall not be less than three, except that when all the shares of the Corporation are owned beneficially by less than three shareholders, the number of directors may be less than three but not less than the number of shareholders. Any decrease in the number of directors shall be effective at the time of the next succeeding annual meeting of the shareholders unless there shall be vacancies in the Board of Directors, in which case such decrease may become effective at any time prior to the next succeeding annual meeting to the extent of the

number of such vacancies. All the directors shall be at least eighteen (18) years of age. Directors need not be shareholders. Except as otherwise provided by statute or these By-Laws, the directors (other than members of the initial Board of Directors) shall be elected at the annual meeting of the shareholders. At each meeting of the shareholders for the election of directors at which a quorum is present the persons receiving a plurality of the votes cast at such election shall be elected. Each director shall hold office until the next annual meeting of the shareholders and until his successor shall have been elected and qualified, or until his death, or until he shall have resigned, or have been removed, as hereinafter provided in these By-Laws.

3.3 PLACE OF MEETINGS. Meetings of the Board of Directors shall be held at the principal office of the Corporation in the State of New York or at such other place, within or without such State, as the Board of Directors may from time to time determine or as shall be specified in the notice of any such meeting.

3.4 FIRST MEETING. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of the shareholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. Such meeting may be held at any other time or place (within or without the State of New York) which shall be specified in a notice thereof given as hereinafter provided in Section 3.7.

3.5 REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors may fix. Notice of regular meetings of the Board of Directors need not be given except as otherwise required by statute or these By-Laws.

3.6 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the Chairman of the Board, if one shall have been elected, or by two or more directors of the Corporation or by the President.

3.7 NOTICE OF MEETINGS. Notice of each special meeting of the Board of Directors (and of each regular meeting for which notice shall be required) shall be given by the Secretary as hereinafter provided in this Section 3.7, in which notice shall be stated the time and place of the meeting. Except as otherwise required by these By-Laws, such notice need not state the purposes of such meeting. Notice of each such meeting shall be mailed, postage prepaid, to each director, addressed to him at his residence or usual place of business, by first-class mail, at least two days before the day on which such meeting is to be held, or shall be sent addressed to him at such place by telegraph, cable, telex, telecopier or other similar means, or be delivered to him personally or be given to him by telephone, or other similar means, at least twenty-four hours before the time at which such meeting is to be held. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice to him.

3.8 QUORUM AND MANNER OF ACTING. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and, except as otherwise expressly required by statute or the Certificate of Incorporation or these By-Laws, the act of a majority of the directors present at any meeting at which a quorum is present

shall be the act of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of the time and place of any such adjourned meeting shall be given to the directors unless such time and place were announced at the meeting at which the adjournment was taken, to the other directors. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The directors shall act only as a Board and the individual directors shall have no power as such.

3.9 ORGANIZATION. At each meeting of the Board of Directors, the Chairman of the Board, if one shall have been elected, or, in the absence of the Chairman of the Board or if one shall not have been elected, the President (or, in his absence, another director chosen by a majority of the directors present) shall act as chairman of the meeting and preside thereat. The Secretary (or, in his absence, any person who shall be an Assistant Secretary, if any of them shall be present at such meeting and appointed by the chairman) shall act as secretary of the meeting and keep the minutes thereof.

3.10 RESIGNATIONS. Any director of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors or the Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.11 VACANCIES. Subject to any express provision of the Certificate of Incorporation, any vacancy in the Board of Directors, whether arising from death, resignation, removal (with or without cause), an increase in the number of directors or any other cause, may be filled by the vote of a majority of the directors then in office, though less than a quorum, or by the shareholders at the next annual meeting thereof or at a special meeting thereof. Each director so elected shall hold office until the next meeting of the shareholders in which the election of directors is in the regular order of business and until his successor shall have been elected and qualified.

3.12 REMOVAL OF DIRECTORS. Except as otherwise provided by statute, any director may be removed, either with or without cause, at any time, by the shareholders at a special meeting thereof. Except as otherwise provided by statute, any director may be removed for cause by the Board of Directors at a special meeting thereof.

3.13 COMPENSATION. The Board of Directors shall have authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

3.14 COMMITTEES. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, including an executive committee, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Except to the extent restricted by

statute or the Certificate of Incorporation, each such committee, to the extent provided in the resolution creating it, shall have and may exercise all the authority of the Board of Directors. Each such committee shall serve at the pleasure of the Board of Directors and have such name as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors.

3.15 ACTION BY CONSENT. Unless restricted by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors or such committee.

3.16 TELEPHONIC MEETING. Unless restricted by the Certificate of Incorporation, any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE 4 OFFICERS

4.1 NUMBER AND QUALIFICATIONS. The officers of the Corporation shall be elected by the Board of Directors and shall include the President, one or more Vice-Presidents, the Secretary, and the Treasurer. If the Board of Directors wishes, it may also elect as an officer of the Corporation a Chairman of the Board and may elect other officers (including one or more Assistant Treasurers and one or more Assistant Secretaries), as may be necessary or desirable for the business of the Corporation. Any two or more offices may be held by the same person, except the offices of President and Secretary; provided, however, that such two offices may be held by the same person if all of the outstanding shares of the Corporation are owned by such person. Each officer shall hold office until the first meeting of the Board of Directors following the next annual meeting of the shareholders, and until his successor shall have been elected and shall have qualified, or until his death, or until he shall have resigned or have been removed, as hereinafter provided in these By-Laws.

4.2 RESIGNATIONS. Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors or the Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of any such resignation shall not be necessary to make it effective.

4.3 REMOVAL. Any officer of the Corporation may be removed, either with or without cause, at any time, by the Board of Directors at any meeting thereof.

4.4 CHAIRMAN OF THE BOARD. The Chairman of the Board, if one shall have been elected, shall be a member of the Board, an officer of the Corporation and, if present, shall preside at

each meeting of the Board of Directors or the shareholders. He shall advise and counsel with the President, and in his absence with other executives of the Corporation, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

4.5 THE PRESIDENT. The President shall be the chief executive officer of the Corporation. He shall, in the absence of the Chairman of the Board or if a Chairman of the Board shall not have been elected, preside at each meeting of the Board of Directors or the shareholders. He shall perform all duties incident to the office of President and chief executive officer and such other duties as may from time to time be assigned to him by the Board of Directors.

4.6 VICE-PRESIDENT. Each Vice-President shall perform all such duties as from time to time may be assigned to him by the Board of Directors or the President. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice-President, or if there shall be more than one, the Vice-Presidents in the order determined by the Board of Directors (or if there be no such determination, then the Vice-Presidents in the order of their election), shall perform the duties of the President, and, when so acting, shall have the powers of and be subject to the restrictions placed upon the President in respect of the performance of such duties.

4.7 TREASURER. The Treasurer shall:

- (a) have charge and custody of, and be responsible for, all the funds and securities of the Corporation;
- (b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation;
- (c) deposit all moneys and other valuables to the credit of the Corporation in such depositaries as may be designated by the Board of Directors or pursuant to its direction;
- (d) receive, and give receipts for, moneys due and payable to the Corporation from any source whatsoever;
- (e) disburse the funds of the Corporation and supervise the investments of its funds, taking proper vouchers therefor;
- (f) render to the Board of Directors, whenever the Board of Directors may require, an account of the financial condition of the Corporation; and
- (g) in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

4.8 SECRETARY. The Secretary shall:

- (a) keep or cause to be kept in one or more books provided for the purpose, the minutes of all meetings of the Board of Directors, the committees of the Board of Directors and the shareholders;

(b) see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law;

(c) be custodian of the records and the seal of the Corporation and affix and attest the seal to all certificates for shares of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal;

(d) see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and

(e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

4.9 THE ASSISTANT TREASURER. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as from time to time may be assigned by the Board of Directors.

4.10 THE ASSISTANT SECRETARY. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties as from time to time may be assigned by the Board of Directors.

4.11 OFFICERS' BONDS OR OTHER SECURITY. If required by the Board of Directors, any officer of the Corporation shall give a bond or other security for the faithful performance of his duties, in such amount and with such surety or sureties as the Board of Directors may require.

4.12 COMPENSATION. The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board of Directors. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE 5

SHARES

5.1 SHARE CERTIFICATES. Each owner of shares of the Corporation shall be entitled to have a certificate, in such form as shall be approved by the Board of Directors, certifying the number of shares of the Corporation owned by him. The certificates representing shares shall be signed in the name of the Corporation by the Chairman of the Board or the President or a Vice-President and by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer and sealed with the seal of the Corporation (which seal may be a facsimile, engraved or printed); provided, however, that where any such certificate is countersigned by a transfer agent, or is registered by a

registrar (other than the Corporation or one of its employees), the signatures of the Chairman of the Board, President, Vice-President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer upon such certificates may be facsimiles, engraved or printed. In case any officer who shall have signed any such certificate shall have ceased to be such officer before such certificate shall be issued, it may nevertheless be issued by the Corporation with the same effect as if such officer were still in office at the date of their issue. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full statement of the designation, relative rights, preferences, and limitations of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any class of preferred shares in series, the designation, relative rights, preferences and limitations of each such series so far as the same have been fixed and the authority of the Board of Directors to designate and fix the tentative rights, preferences and limitations of other series.

5.2 BOOKS OF ACCOUNT AND RECORD OF SHAREHOLDERS. There shall be kept correct and complete books and records of account of all the business and transactions of the Corporation. There shall also be kept, at the office of the Corporation, in the State of New York, or at the office of its transfer agent in said State, a record containing the names and addresses of all shareholders of the Corporation, the number of shares held by each, and the dates when they became the holders of record thereof.

5.3 TRANSFER OF SHARES. Transfers of shares of the Corporation shall be made on the records of the Corporation only upon authorization by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or with a transfer agent, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by a duly executed stock transfer power and the payment of all taxes thereon. The person in whose name shares shall stand on the record of shareholders of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation. Whenever any transfer of shares shall be made for collateral security and not absolutely and written notice thereof shall be given to the Secretary or to a transfer agent, such fact shall be noted on the records of the Corporation.

5.4 TRANSFER AGENTS AND REGISTRARS. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars and may require all certificates for shares of stock to bear the signature of any of them.

5.5 REGULATIONS. The Board of Directors may make such additional rules and regulations, not inconsistent with these By-Laws, as it may deem expedient concerning the issue, transfer and registration of certificates for shares of the Corporation.

5.6 FIXING OF RECORD DATE. The Board of Directors may fix, in advance, a date not less than ten (10) nor more than fifty (50) days before the date then fixed for the holding of any meeting of the shareholders or before the last day on which the consent or dissent of the shareholders may be effectively expressed for any purpose without a meeting, as the time as of which the shareholders entitled to notice of and to

vote at such meeting or whose consent or dissent is required or may be expressed for any purpose, as the case may be, shall be determined, and all persons who were shareholders of record of voting shares at such time, and no others, shall be entitled to notice of and to vote at such meeting or to express their consent or dissent, as the case may be. The Board of Directors may fix, in advance, a date not less than ten (10) nor more than fifty (50) days preceding the date fixed for the payment of any dividend or the making of any distribution or the allotment of rights to subscribe for securities of the Corporation, or for the delivery of evidences of rights or evidences of interests arising out of any change, conversion or exchange of shares or other securities, as the record date for the determination of the shareholders entitled to receive any such dividend, distribution, allotment, rights or interests, and in such case only the shareholders of record at the time so fixed shall be entitled to receive such dividend, distribution, allotment, rights or interests.

5.7 LOST, DESTROYED OR MUTILATED CERTIFICATES. The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of such certificate, and the Corporation may issue a new certificate in the place of any certificate theretofore issued by it which the owner thereof shall allege to have been lost or destroyed or which shall have been mutilated. The Board of Directors may, in its discretion, require such owner or his legal representatives to give to the Corporation a bond in such sum, limited or unlimited, and in such form and with such surety or sureties as the Board of Directors in its absolute discretion shall determine, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate, or the issuance of such new certificate.

ARTICLE 6

INDEMNIFICATION

On the terms, to the extent, and subject to the conditions prescribed by statute and by such rules and regulations, not inconsistent with statute, as the Board of Directors may in its discretion impose in general or particular cases or classes of cases, (a) the Corporation shall indemnify any person made, or threatened to be made, a party to an action or proceeding, civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise which any director or officer of the Corporation served in any capacity at the request of the Corporation, by reason of the fact that he, his testator or intestate, was a director or officer of the Corporation, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, and (b) the Corporation may pay, in advance of final disposition of any such action or proceeding, expenses incurred by such person in defending such action or proceeding.

On the terms, to the extent, and subject to the conditions prescribed by statute and by such rules and regulations, not inconsistent with statute, as the Board of Directors may in its discretion impose in general or particular cases or classes of cases,

(a) the Corporation shall indemnify any person made a party to an action by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that he, his testator or intestate, is or was a director or officer of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, or in connection with an appeal therein, and

(b) the Corporation may pay, in advance of final disposition of any such action, expenses incurred by such person in defending such action or proceeding.

ARTICLE 7

GENERAL PROVISIONS

7.1 DIVIDENDS. Subject to statute and the Certificate of Incorporation, dividends upon the shares of the Corporation may be declared by the Board of Directors at any regular or special meeting. Dividends may be paid in cash, in property or in shares of the Corporation, unless otherwise provided by statute or the Certificate of Incorporation.

7.2 RESERVES. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors may, from time to time, in its absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors may think conducive to the interests of the Corporation. The Board of Directors may modify or abolish any such reserves in the manner in which it was created.

7.3 SEAL. The seal of the Corporation shall be in such form as shall be approved by the Board of Directors.

7.4 FISCAL YEAR. The fiscal year of the Corporation shall be fixed, and once fixed, may thereafter be changed, by resolution of the Board of Directors.

7.5 CHECKS, NOTES, DRAFTS, ETC. All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

7.6 EXECUTION OF CONTRACTS, DEEDS, ETC. The Board of Directors may authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

7.7 VOTING OF STOCKS IN OTHER CORPORATIONS. Unless otherwise provided by resolution of the Board of Directors, the Chairman of the Board or the President, from time to time, may (or may appoint one or more attorneys or agents to) cast the votes which the Corporation may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose shares or securities may be held by the Corporation, at meetings of the holders of the

shares or other securities of such other corporation, or to consent in writing to any action by any such other corporation. In the event one or more attorneys or agents are appointed, the Chairman of the Board or the President may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent. The Chairman of the Board or the President may, or may instruct the attorneys or agents appointed to, execute or cause to be executed in the name and on behalf of the Corporation and under its seal or otherwise, such written proxies, consents, waivers or other instruments as may be necessary or proper in the premises.

ARTICLE 8

AMENDMENTS

These By-Laws may be amended or repealed or new By-Laws may be adopted at any annual or special meeting of shareholders at which a quorum is present or represented, by the vote of the holders of shares entitled to vote in the election of directors provided that notice of the proposed amendment or repeal or adoption of new By-Laws is contained in the notice of such meeting. These By-Laws may also be amended or repealed or new By-Laws may be adopted by the Board at any regular or special meeting of the Board of Directors. If any By-Law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of the shareholders for the election of directors the By-Law so adopted, amended or repealed, together with a concise statement of the changes made. By-Laws adopted by the Board of Directors may be amended or repealed by the shareholders.

F970318000073

CERTIFICATE OF INCORPORATION

OF

HALLMARK HOLDINGS CORP.

UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

THE UNDERSIGNED, being of the age of eighteen years or over, for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law of the State of New York, hereby certifies:

FIRST: The name of the Corporation is Hallmark Holdings Corp.

SECOND: The purpose for which the Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the New York Business Corporation Law. The Corporation is not formed to engage in any act or activity requiring the consent or approval of any official, department, board, agency or other body of the State of New York without such consent or approval first being obtained.

THIRD: The office of the Corporation is to be located in the City of New York, County of New York, State of New York.

FOURTH: The aggregate number of shares which the Corporation shall have authority to issue shall be 1,000 shares, par value \$.01 per share, all of which are to be of the same class and all of which are to be designated common shares.

1. Dividends. The holders of shares of Common Stock shall be entitled to receive, when and if declared by the Board of Directors, out of the assets of the Corporation which are by law available therefor, dividends payable either in cash, in property or in shares of Common Stock.

2. Voting Rights. At every annual or special meeting of shareholders of the Corporation, every holder of Common Stock shall be entitled to one vote, in person or by proxy, for each share of Common Stock standing in his name on the books of the Corporation in the election of directors and upon all other matters.

3. Dissolution, Liquidation or Winding Up. In the event of any dissolution, liquidation or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of all outstanding shares of Common Stock shall be entitled to share ratably in the remaining net assets of the Corporation.

FIFTH: No shareholder of the Corporation shall, by reason of his holding shares of any class, have any preemptive or preferential right to purchase or subscribe to any shares of any class of the Corporation, now or hereafter to be authorized, or any other securities convertible into or carrying rights or options to purchase shares of any class, now or hereafter to be authorized, whether or not the issuance of any such shares or the issuance of shares upon exercise of any

rights or options or upon conversion of such other securities would adversely affect the dividend or voting rights of such shareholder. The Board of Directors may issue, and grant rights or options to purchase, shares of any class of the Corporation, now or hereafter to be authorized, or any other securities convertible into or carrying rights or options to purchase shares of any class, now or hereafter to be authorized, without offering any such shares or other securities, either in whole or in part, to the shareholders of any class.

SIXTH: The Secretary of State is designated as the agent of the Corporation upon whom process against the Corporation may be served. The address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is c/o Fried, Frank, Harris, Shriver & Jacobson, One New York Plaza, New York New York 10004, Attn: F. William Reindel.

SEVENTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, I have made and signed this certificate this 13th day of March, 1997 and I affirm the statements contained therein are true under penalties of perjury.

/s/ Salvatore Rappa
Salvatore Rappa
Fried, Frank, Harris, Shriver & Jacobson
One New York Plaza
New York, NY 10004

Certificate of Incorporation

of

Hallmark Holdings Corp.

Section 402 of the Business Corporation Law

Community Health Systems, Inc.
155 Franklin Road
Suite #400
Brentwood, TN 37027

BY-LAWS
OF
HALLMARK HOLDINGS CORP.

ARTICLE 1
OFFICES

1.1 PRINCIPAL OFFICE. The principal office of the Corporation within the State of New York shall be in the City of New York, County of New York.

1.2 OTHER OFFICES. The Corporation may also have an office or offices other than said principal office at such place or places, either within or without the State of New York, as the Board of Directors shall from time to time determine or the business of the Corporation may require.

ARTICLE 2
MEETINGS OF SHAREHOLDERS

2.1 PLACE OF MEETINGS. All meetings of the shareholders for the election of directors or for any other purpose shall be held at such place as may be fixed from time to time by the Board of Directors, or at such other place, either within or without the State of New York, as shall be designated from time to time by the Board of Directors.

2.2 ANNUAL MEETING. The annual meeting of the shareholders of the Corporation for the election of directors and for the transaction of such other business as may properly come before the meeting, commencing with the year 1997, shall be held at such date and time as shall be designated from time to time by the Board of Directors.

2.3 SPECIAL MEETINGS. Special meetings of the shareholders, unless otherwise prescribed by statute, may be called at any time by the Board of Directors or the Chairman of the Board, if one shall have been elected, or the President.

2.4 NOTICE OF MEETINGS. Notice of the place, date and hour of holding of each annual and special meeting of the shareholders and, unless it is the annual meeting, the purpose or purposes thereof, shall be given personally or by mail in a postage prepaid envelope, not less than ten (10) nor more than sixty (60) days before the date of such meeting, to each shareholder entitled to vote at such meeting, and, if mailed, it shall be directed to such shareholder at his address as it appears on the record of shareholders, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed at some other address, in which case it shall be directed to him at such other address. Any such notice for any meeting other than the annual meeting shall indicate that it is being issued at the direction of the Board of Directors, the Chairman of the Board, or the President, whichever shall have called the meeting. Notice of any meeting of shareholders shall not be required to be given to any shareholder who shall attend such meeting in person or by proxy and shall not, prior to the conclusion of such meeting, protest

the lack of notice thereof, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy. Unless the Board of Directors shall fix a new record date for an adjourned meeting, notice of such adjourned meeting need not be given if the time and place to which the meeting shall be adjourned were announced at the meeting at which the adjournment is taken.

2.5 QUORUM. At all meetings of the shareholders the holders of a majority of the shares of the Corporation issued and outstanding and entitled to vote thereat shall be present in person or by proxy to constitute a quorum for the transaction of business, except as otherwise provided by statute. In the absence of a quorum, the holders of a majority of the shares present in person or by proxy and entitled to vote may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting as originally called.

2.6 ORGANIZATION. At each meeting of the shareholders, the Chairman of the Board, if one shall have been elected, or in his absence or if one shall not have been elected the President, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act the person whom the chairman of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

2.7 ORDER OF BUSINESS. The order of business at all meetings of the shareholders shall be as determined by the chairman of the meeting.

2.8 VOTING. Except as otherwise provided by statute or the Certificate of Incorporation, each holder of record of shares of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for each share standing in his name on the record of shareholders of the Corporation:

(a) on the date fixed pursuant to the provisions of Section 5.6 of these By-Laws as the record date for the determination of the shareholders who shall be entitled to notice of and to vote at such meeting; or

(b) if no such record date shall have been so fixed, then at the close of business on the day next preceding the day on which notice thereof shall be given.

Each shareholder entitled to vote at any meeting of the shareholders may authorize another person or persons to act for him by a proxy signed by such shareholder or his attorney-in-fact. Any such proxy shall be delivered to the secretary of such meeting at or prior to the time designated in the order of business for so delivering such proxies. Except as otherwise provided by statute or the Certificate of Incorporation or these By-Laws, any corporate action to be taken by vote of the shareholders shall be authorized by a majority of the votes cast at a meeting of shareholders by the holders of shares present in person or represented by proxy and entitled to vote on such action. Unless required by statute, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the shareholder voting, or by his proxy, if there be such proxy, and shall state the number of shares voted.

2.9 LIST OF SHAREHOLDERS. A list of shareholders as of the record date, certified by the Secretary of the Corporation or by the transfer agent for the Corporation, shall be produced at any meeting of the shareholders upon the request of any shareholder made at or prior to such meeting.

2.10 INSPECTORS. The Board of Directors may, in advance of any meeting of shareholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If any of the inspectors so appointed shall fail to appear or act or on the request of any shareholder entitled to vote at such meeting, the chairman of the meeting shall, or if inspectors shall not have been appointed the chairman of the meeting may, appoint one or more inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the results, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the chairman of the meeting or any shareholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No director or candidate for the office of director shall act as an inspector of an election of directors. Inspectors need not be shareholders.

2.11 ACTION BY CONSENT. Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken signed by the holders of all outstanding shares of the Corporation entitled to vote thereon.

ARTICLE 3

BOARD OF DIRECTORS

3.1 GENERAL POWERS. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of Incorporation directed or required to be exercised or done by the shareholders.

3.2 NUMBER, QUALIFICATIONS, ELECTION AND TERM OF OFFICE. The number of directors constituting the initial Board of Directors shall be two. Thereafter, the number of directors may be fixed, from time to time, by the affirmative vote of a majority of the entire Board of Directors or by action of the shareholders of the Corporation; provided, however, that the number of directors shall not be less than three, except that when all the shares of the Corporation are owned beneficially by less than three shareholders, the number of directors may be less than three but not less than the number of shareholders. Any decrease in the number of directors shall be effective at the time of the next succeeding annual meeting of the shareholders unless there shall be vacancies in the Board of Directors, in which case such decrease may become effective at any time prior to the next succeeding annual meeting to the extent of the

number of such vacancies. All the directors shall be at least eighteen (18) years of age. Directors need not be shareholders. Except as otherwise provided by statute or these By-Laws, the directors (other than members of the initial Board of Directors) shall be elected at the annual meeting of the shareholders. At each meeting of the shareholders for the election of directors at which a quorum is present the persons receiving a plurality of the votes cast at such election shall be elected. Each director shall hold office until the next annual meeting of the shareholders and until his successor shall have been elected and qualified, or until his death, or until he shall have resigned, or have been removed, as hereinafter provided in these By-Laws.

3.3 PLACE OF MEETINGS. Meetings of the Board of Directors shall be held at the principal office of the Corporation in the State of New York or at such other place, within or without such State, as the Board of Directors may from time to time determine or as shall be specified in the notice of any such meeting.

3.4 FIRST MEETING. The Board of Directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of the shareholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. Such meeting may be held at any other time or place (within or without the State of New York) which shall be specified in a notice thereof given as hereinafter provided in Section 3.7.

3.5 REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors may fix. Notice of regular meetings of the Board of Directors need not be given except as otherwise required by statute or these By-Laws.

3.6 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the Chairman of the Board, if one shall have been elected, or by two or more directors of the Corporation or by the President.

3.7 NOTICE OF MEETINGS. Notice of each special meeting of the Board of Directors (and of each regular meeting for which notice shall be required) shall be given by the Secretary as hereinafter provided in this Section 3.7, in which notice shall be stated the time and place of the meeting. Except as otherwise required by these By-Laws, such notice need not state the purposes of such meeting. Notice of each such meeting shall be mailed, postage prepaid, to each director, addressed to him at his residence or usual place of business, by first-class mail, at least two days before the day on which such meeting is to be held, or shall be sent addressed to him at such place by telegraph, cable, telex, telecopier or other similar means, or be delivered to him personally or be given to him by telephone, or other similar means, at least twenty-four hours before the time at which such meeting is to be held. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice to him.

3.8 QUORUM AND MANNER OF ACTING. A majority of the entire Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and, except as otherwise expressly required by statute or the Certificate of Incorporation or these By-Laws, the act of a majority of the directors present at any meeting at which a quorum is present

shall be the act of the Board of Directors. In the absence of a quorum at any meeting of the Board of Directors, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of the time and place of any such adjourned meeting shall be given to the directors unless such time and place were announced at the meeting at which the adjournment was taken, to the other directors. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The directors shall act only as a Board and the individual directors shall have no power as such.

3.9 ORGANIZATION. At each meeting of the Board of Directors, the Chairman of the Board, if one shall have been elected, or, in the absence of the Chairman of the Board or if one shall not have been elected, the President (or, in his absence, another director chosen by a majority of the directors present) shall act as chairman of the meeting and preside thereat. The Secretary (or, in his absence, any person who shall be an Assistant Secretary, if any of them shall be present at such meeting and appointed by the chairman) shall act as secretary of the meeting and keep the minutes thereof.

3.10 RESIGNATIONS. Any director of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors or the Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.11 VACANCIES. Subject to any express provision of the Certificate of Incorporation, any vacancy in the Board of Directors, whether arising from death, resignation, removal (with or without cause), an increase in the number of directors or any other cause, may be filled by the vote of a majority of the directors then in office, though less than a quorum, or by the shareholders at the next annual meeting thereof or at a special meeting thereof. Each director so elected shall hold office until the next meeting of the shareholders in which the election of directors is in the regular order of business and until his successor shall have been elected and qualified.

3.12 REMOVAL OF DIRECTORS. Except as otherwise provided by statute, any director may be removed, either with or without cause, at any time, by the shareholders at a special meeting thereof. Except as otherwise provided by statute, any director may be removed for cause by the Board of Directors at a special meeting thereof.

3.13 COMPENSATION. The Board of Directors shall have authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

3.14 COMMITTEES. The Board of Directors may, by resolution passed by a majority of the entire Board of Directors, designate one or more committees, including an executive committee, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Except to the extent restricted by

statute or the Certificate of Incorporation, each such committee, to the extent provided in the resolution creating it, shall have and may exercise all the authority of the Board of Directors. Each such committee shall serve at the pleasure of the Board of Directors and have such name as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors.

3.15 ACTION BY CONSENT. Unless restricted by the Certificate of Incorporation, any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board of Directors or such committee shall be filed with the minutes of the proceedings of the Board of Directors or such committee.

3.16 TELEPHONIC MEETING. Unless restricted by the Certificate of Incorporation, any one or more members of the Board of Directors or any committee thereof may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

ARTICLE 4 OFFICERS

4.1 NUMBER AND QUALIFICATIONS. The officers of the Corporation shall be elected by the Board of Directors and shall include the President, one or more Vice-Presidents, the Secretary, and the Treasurer. If the Board of Directors wishes, it may also elect as an officer of the Corporation a Chairman of the Board and may elect other officers (including one or more Assistant Treasurers and one or more Assistant Secretaries), as may be necessary or desirable for the business of the Corporation. Any two or more offices may be held by the same person, except the offices of President and Secretary; provided, however, that such two offices may be held by the same person if all of the outstanding shares of the Corporation are owned by such person. Each officer shall hold office until the first meeting of the Board of Directors following the next annual meeting of the shareholders, and until his successor shall have been elected and shall have qualified, or until his death, or until he shall have resigned or have been removed, as hereinafter provided in these By-Laws.

4.2 RESIGNATIONS. Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Board of Directors or the Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of any such resignation shall not be necessary to make it effective.

4.3 REMOVAL. Any officer of the Corporation may be removed, either with or without cause, at any time, by the Board of Directors at any meeting thereof.

4.4 CHAIRMAN OF THE BOARD. The Chairman of the Board, if one shall have been elected, shall be a member of the Board, an officer of the Corporation and, if present, shall preside at

each meeting of the Board of Directors or the shareholders. He shall advise and counsel with the President, and in his absence with other executives of the Corporation, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

4.5 THE PRESIDENT. The President shall be the chief executive officer of the Corporation. He shall, in the absence of the Chairman of the Board or if a Chairman of the Board shall not have been elected, preside at each meeting of the Board of Directors or the shareholders. He shall perform all duties incident to the office of President and chief executive officer and such other duties as may from time to time be assigned to him by the Board of Directors.

4.6 VICE-PRESIDENT. Each Vice-President shall perform all such duties as from time to time may be assigned to him by the Board of Directors or the President. At the request of the President or in his absence or in the event of his inability or refusal to act, the Vice-President, or if there shall be more than one, the Vice-Presidents in the order determined by the Board of Directors (or if there be no such determination, then the Vice-Presidents in the order of their election), shall perform the duties of the President, and, when so acting, shall have the powers of and be subject to the restrictions placed upon the President in respect of the performance of such duties.

4.7 TREASURER. The Treasurer shall:

- (a) have charge and custody of, and be responsible for, all the funds and securities of the Corporation;
- (b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation;
- (c) deposit all moneys and other valuables to the credit of the Corporation in such depositories as may be designated by the Board of Directors or pursuant to its direction;
- (d) receive, and give receipts for, moneys due and payable to the Corporation from any source whatsoever;
- (e) disburse the funds of the Corporation and supervise the investments of its funds, taking proper vouchers therefor;
- (f) render to the Board of Directors, whenever the Board of Directors may require, an account of the financial condition of the Corporation; and
- (g) in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

4.8 SECRETARY. The Secretary shall:

- (a) keep or cause to be kept in one or more books provided for the purpose, the minutes of all meetings of the Board of Directors, the committees of the Board of Directors and the shareholders;

(b) see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law;

(c) be custodian of the records and the seal of the Corporation and affix and attest the seal to all certificates for shares of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal;

(d) see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and

(e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

4.9 THE ASSISTANT TREASURER. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as from time to time may be assigned by the Board of Directors.

4.10 THE ASSISTANT SECRETARY. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties as from time to time may be assigned by the Board of Directors.

4.11 OFFICERS' BONDS OR OTHER SECURITY. If required by the Board of Directors, any officer of the Corporation shall give a bond or other security for the faithful performance of his duties, in such amount and with such surety or sureties as the Board of Directors may require.

4.12 COMPENSATION. The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board of Directors. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE 5

SHARES

5.1 SHARE CERTIFICATES. Each owner of shares of the Corporation shall be entitled to have a certificate, in such form as shall be approved by the Board of Directors, certifying the number of shares of the Corporation owned by him. The certificates representing shares shall be signed in the name of the Corporation by the Chairman of the Board or the President or a Vice-President and by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer and sealed with the seal of the Corporation (which seal may be a facsimile, engraved or printed); provided, however, that where any such certificate is countersigned by a transfer agent, or is registered by a

registrar (other than the Corporation or one of its employees), the signatures of the Chairman of the Board, President, Vice-President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer upon such certificates may be facsimiles, engraved or printed. In case any officer who shall have signed any such certificate shall have ceased to be such officer before such certificate shall be issued, it may nevertheless be issued by the Corporation with the same effect as if such officer were still in office at the date of their issue. When the Corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of the certificate, or the certificate shall have a statement that the Corporation will furnish to any shareholder upon request and without charge, a full statement of the designation, relative rights, preferences, and limitations of the shares of each class authorized to be issued and, if the Corporation is authorized to issue any class of preferred shares in series, the designation, relative rights, preferences and limitations of each such series so far as the same have been fixed and the authority of the Board of Directors to designate and fix the tentative rights, preferences and limitations of other series.

5.2 BOOKS OF ACCOUNT AND RECORD OF SHAREHOLDERS. There shall be kept correct and complete books and records of account of all the business and transactions of the Corporation. There shall also be kept, at the office of the Corporation, in the State of New York, or at the office of its transfer agent in said State, a record containing the names and addresses of all shareholders of the Corporation, the number of shares held by each, and the dates when they became the holders of record thereof.

5.3 TRANSFER OF SHARES. Transfers of shares of the Corporation shall be made on the records of the Corporation only upon authorization by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or with a transfer agent, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by a duly executed stock transfer power and the payment of all taxes thereon. The person in whose name shares shall stand on the record of shareholders of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation. Whenever any transfer of shares shall be made for collateral security and not absolutely and written notice thereof shall be given to the Secretary or to a transfer agent, such fact shall be noted on the records of the Corporation.

5.4 TRANSFER AGENTS AND REGISTRARS. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars and may require all certificates for shares of stock to bear the signature of any of them.

5.5 REGULATIONS. The Board of Directors may make such additional rules and regulations, not inconsistent with these By-Laws, as it may deem expedient concerning the issue, transfer and registration of certificates for shares of the Corporation.

5.6 FIXING OF RECORD DATE. The Board of Directors may fix, in advance, a date not less than ten (10) nor more than fifty (50) days before the date then fixed for the holding of any meeting of the shareholders or before the last day on which the consent or dissent of the shareholders may be effectively expressed for any purpose without a meeting, as the time as of which the shareholders entitled to notice of and to vote at such meeting or whose consent or dissent is required or may be expressed for any purpose, as the case may be, shall be determined,

and all persons who were shareholders of record of voting shares at such time, and no others, shall be entitled to notice of and to vote at such meeting or to express their consent or dissent, as the case may be. The Board of Directors may fix, in advance, a date not less than ten (10) nor more than fifty (50) days preceding the date fixed for the payment of any dividend or the making of any distribution or the allotment of rights to subscribe for securities of the Corporation, or for the delivery of evidences of rights or evidences of interests arising out of any change, conversion or exchange of shares or other securities, as the record date for the determination of the shareholders entitled to receive any such dividend, distribution, allotment, rights or interests, and in such case only the shareholders of record at the time so fixed shall be entitled to receive such dividend, distribution, allotment, rights or interests.

5.7 LOST, DESTROYED OR MUTILATED CERTIFICATES. The holder of any certificate representing shares of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of such certificate, and the Corporation may issue a new certificate in the place of any certificate theretofore issued by it which the owner thereof shall allege to have been lost or destroyed or which shall have been mutilated. The Board of Directors may, in its discretion, require such owner or his legal representatives to give to the Corporation a bond in such sum, limited or unlimited, and in such form and with such surety or sureties as the Board of Directors in its absolute discretion shall determine, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate, or the issuance of such new certificate.

ARTICLE 6

INDEMNIFICATION

On the terms, to the extent, and subject to the conditions prescribed by statute and by such rules and regulations, not inconsistent with statute, as the Board of Directors may in its discretion impose in general or particular cases or classes of cases, (a) the Corporation shall indemnify any person made, or threatened to be made, a party to an action or proceeding, civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise which any director or officer of the Corporation served in any capacity at the request of the Corporation, by reason of the fact that he, his testator or intestate, was a director or officer of the Corporation, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, and (b) the Corporation may pay, in advance of final disposition of any such action or proceeding, expenses incurred by such person in defending such action or proceeding.

On the terms, to the extent, and subject to the conditions prescribed by statute and by such rules and regulations, not inconsistent with statute, as the Board of Directors may in its discretion impose in general or particular cases or classes of cases,

(a) the Corporation shall indemnify any person made a party to an action by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that he, his testator or

intestate, is or was a director or officer of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, or in connection with an appeal therein, and

(b) the Corporation may pay, in advance of final disposition of any such action, expenses incurred by such person in defending such action or proceeding.

ARTICLE 7

GENERAL PROVISIONS

7.1 DIVIDENDS. Subject to statute and the Certificate of Incorporation, dividends upon the shares of the Corporation may be declared by the Board of Directors at any regular or special meeting. Dividends may be paid in cash, in property or in shares of the Corporation, unless otherwise provided by statute or the Certificate of Incorporation.

7.2 RESERVES. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors may, from time to time, in its absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation or for such other purpose as the Board of Directors may think conducive to the interests of the Corporation. The Board of Directors may modify or abolish any such reserves in the manner in which it was created.

7.3 SEAL. The seal of the Corporation shall be in such form as shall be approved by the Board of Directors.

7.4 FISCAL YEAR. The fiscal year of the Corporation shall be fixed, and once fixed, may thereafter be changed, by resolution of the Board of Directors.

7.5 CHECKS, NOTES, DRAFTS, ETC. All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

7.6 EXECUTION OF CONTRACTS, DEEDS, ETC. The Board of Directors may authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts and other obligations or instruments, and such authority may be general or confined to specific instances.

7.7 VOTING OF STOCKS IN OTHER CORPORATIONS. Unless otherwise provided by resolution of the Board of Directors, the Chairman of the Board or the President, from time to time, may (or may appoint one or more attorneys or agents to) cast the votes which the Corporation may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose shares or securities may be held by the Corporation, at meetings of the holders of the shares or other securities of such other corporation, or to consent in writing to any action by any such other corporation. In the event one or more attorneys or agents are appointed, the Chairman

of the Board or the President may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent. The Chairman of the Board or the President may, or may instruct the attorneys or agents appointed to, execute or cause to be executed in the name and on behalf of the Corporation and under its seal or otherwise, such written proxies, consents, waivers or other instruments as may be necessary or proper in the premises.

ARTICLE 8

AMENDMENTS

These By-Laws may be amended or repealed or new By-Laws may be adopted at any annual or special meeting of shareholders at which a quorum is present or represented, by the vote of the holders of shares entitled to vote in the election of directors provided that notice of the proposed amendment or repeal or adoption of new By-Laws is contained in the notice of such meeting. These By-Laws may also be amended or repealed or new By-Laws may be adopted by the Board at any regular or special meeting of the Board of Directors. If any By-Law regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of the shareholders for the election of directors the By-Law so adopted, amended or repealed, together with a concise statement of the changes made. By-Laws adopted by the Board of Directors may be amended or repealed by the shareholders.

CERTIFICATE OF INCORPORATION
OF
KAY COUNTY HOSPITAL CORPORATION

The undersigned, for the purpose of forming an Oklahoma profit corporation pursuant to the provisions of Title 18, Section 1001 of the Oklahoma General Corporation Act (the "Act"), does hereby execute the following Certificate of Incorporation:

ARTICLE ONE

The name of the corporation is Kay County Hospital Corporation.

ARTICLE "TWO

The name of the registered agent and the street address of the registered office in the State of Oklahoma is National Registered Agents, Inc. of OK, 115 Southwest 89th Street, Oklahoma City, Oklahoma 73139-8505.

ARTICLE THREE

The duration of the corporation is perpetual.

ARTICLE FOUR

The purpose for which the corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Act.

ARTICLE FIVE

The aggregate number of shares of all classes which the Corporation shall have authority to issue is One Thousand (1,000) shares Common Stock with a par value of \$.01 per share. The number of shares proposed to be issued is One Thousand (1,000) shares Common Stock with \$1,000 consideration to be received.

ARTICLE SIX

The name and address of the incorporator is:

Robin J. Keck
c/o Community Health Systems
7100 Commerce Way, Suite 100
Brentwood, Tennessee 37027

ARTICLE SEVEN

The complete address of the corporation's principal office is 7100 Commerce Way, Suite 100, Brentwood, Williamson County, Tennessee 37027.

ARTICLE EIGHT

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE NINE

To the fullest extent permitted by Oklahoma law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under the Act or (iv) for any transaction from which the director derived an improper personal benefit, If the Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) of this Article Ten with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Ten shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Act requires, an advancement of expenses incurred

by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article Ten or otherwise.

B. Right of indemnitee to Bring Suit. If a claim under paragraph (A) of this Article Ten is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit: In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Ten or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation:

C. Non-Exclusivity of The rights to indemnification and to the advancement of expenses conferred in this Article Ten shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to

indemnification and to the advancement of expenses to any employee or agent of the

Corporation to the fullest extent of the provisions of this Article Ten or as otherwise permitted under the Act with respect to the Indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 41h day of January, 2006. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Certificate of Incorporation are true.

/s/ Robin J. Keck

Name: Robin J. Keck, Incorporator

BYLAWS OF
KAY COUNTY HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Oklahoma City, County of Oklahoma, State of Oklahoma.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Oklahoma as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Oklahoma, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Oklahoma or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Oklahoma.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the

corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Oklahoma General Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the

president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Oklahoma, at such place or

places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Oklahoma General Corporation Act, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the

right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final Oklahoma General Corporation Act, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Oklahoma General Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Oklahoma General Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Oklahoma General Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws

shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 4th day of January, 2006.

OFFICE OF THE SECRETARY OF STATE
CERTIFIED COPY OF ALL DOCUMENTS ON FILE
CERTIFICATE

I THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that, to the date of this certificate, the attached is a true and correct copy of all documents on file in this office as described below of

NAME OF ENTITY

KAY COUNTY OKLAHOMA HOSPITAL COMPANY, LLC

DOCUMENT TYPE DOCUMENT FILING DATE

Annual Reports December 19, 2006

Trade Name Report February 06, 2006

Articles of Organization January 04, 2006

IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 2nd, day of July, 2007.

/s/M. Susan Savage

Secretary Of State

FILED — Oklahoma Secretary of State #3512092198 12/19/2006 16:15

OKLAHOMA Secretary of State Electronic Filing

Annual Report

Document Number 6342650002 Submit Date — 12/19/2006

Pursuant to Title 18, Oklahoma Statutes, Section 2055:2, every domestic limited liability company and every foreign limited liability company registered to do business in this state shall file an Annual Certificate each year in the Office of the Secretary of State: The certificate shall confirm it is an active business and must include its principal place of business address:

The name of the limited liability company is:

KAY COUNTY OKLAHOMA HOSPITAL COMPANY, LLC

If different, the name under which the limited liability company was registered in the state of Oklahoma:

The state or other jurisdiction of its formation: OK

Is the Limited Liability Company active? YES

The street address of the principal place of business address, wherever located:

4000 MERIDIAN BLVD:

FRANKLIN, TN 37067 USA

The annual certificate is due on the first day of July each year and will have a fee of \$25.00:

A limited liability company that neglects, refuses, or fails to file the annual certificate within sixty (60) days after the date due shall cease to be in good standing as a domestic limited liability company or registered as a foreign limited liability company in this state:

Signature of Member or Manager:

I hereby certify that the information provided on this form is true and correct to the best of my knowledge and by attaching the signature I agree and understand that the typed electronic signature shall have the same legal effect as an original signature and is being accepted as my original signature pursuant to the Oklahoma Uniform Electronic Transactions Act, Title 12A Okla: Statutes Section 15-101, et seq:

Exact Business Entity Name:

KAY COUNTY HOSPITAL CORPORATION — SOLE MEMBER

Signature: Title:

ROBIN J KECK ASST: SECRETARY

[End Of Image]

FILED — Oklahoma Secretary of State #3512092198 02/06/2006 14:41

02/06/2006 11:28 AM

OKLAHOMA SECRETARY OF STATE

TRADE NAME REPORT

OKLAHOMA SECRETARY OF STATE

2300 N. Lincoln Blvd., Room 101,

State Capitol Building

Oklahoma City, Oklahoma 73105-4897

(405) 522-4560

The undersigned business entity, in order to do business in Oklahoma under a name other than its legal name, hereby submits the following trade name report pursuant to Title 18, Oklahoma Statutes, Section 1140:

1. The trade name under which the business is carried on in Oklahoma is: Ponca City Medical Center

(The trade name must be different than the legal name listed in Item 4 below.)

2. Business is carried on under such trade name at the following address(es):

1900 North 14th

Ponca City, Oklahoma 74601

3. A brief description of the kind of business being transacted under such trade name:

Healthcare services

4. The legal name of the "corporation or business entity" doing business under the trade name is: Kay County Oklahoma Hospital Company, LLC

5. The type of "business entity" filing the trade name report is (check one of the following):

corporation business trust common law trust

limited liability company unincorporated business partnership

6. The business entity was formed in the state of: Oklahoma

(REVERSE SIDE OF FORM MUST BE SIGNED AND DATED.)

COMPLETE ONLY THE ACKNOWLEDGMENT WHICH APPLIES TO THE BUSINESS ENTITY FILING THIS TRADE NAME REPORT.

BUSINESS ENTITY ACKNOWLEDGEMENT

I/we, being duly authorized to sign on behalf of the above named business entity, do hereby execute this report on the 30 day of January 2006

By: Kay County Hospital , its Sole Member

Signature /s/Robin J. Keck

Type or Print Name Robin J. Keck

Title Assistant Secretary

CORPORATION ACKNOWLEDGMENT

I/we, being duly authorized to sign on behalf of the above named corporation, do hereby execute this report on the day of
by its President

ATTEST:

by its Secretary

OFFICE OF THE SECRETARY OF STATE

State of Oklahoma

CERTIFICATE

OF

LIMITED LIABILITY COMPANY

WHEREAS, the Articles of Organization of

KAY COUNTY OKLAHOMA HOSPITAL COMPANY, LLC

an Oklahoma limited liability company has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma:

Filed in the city of Oklahoma City this 4th day, of January, 2006.

/s/M. Susan Savage

Secretary of State

01/04/2006 08:57 AM

OKLAHOMA SECRETARY OF STATE

ARTICLES OF ORGANIZATION

OF AN

OKLAHOMA LIMITED LIABILITY COMPANY

TO: OKLAHOMA SECRETARY OF STATE

2300 N Lincoln Blvd., Room 101, State Capita/ Building

Oklahoma City, Oklahoma 731054897

(405) 522-4560

The undersigned, for the purpose of forming an Oklahoma limited liability company pursuant to the provisions of 18 O.S., Section 2004, does hereby execute the following articles:

I. The name of the limited liability company (Note; The name must contain either the words limited liability company or limited company or the abbreviations LLC, LC, L.L.C. or L.C. The word limited may be abbreviated as Ltd. and the word Company may be abbreviated as Co:):

Kay County Oklahoma Hospital Company, LLC

2. The street address of its principal place of business, wherever located:

7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027

Street address City State Zip Code

3. The name and street address of the resident agent in the state of Oklahoma:

National Registered Agents. Inc. of OK, 115 Southwest 89th Street, Oklahoma City, OK 73139-8505

Name Street Address City State Zip Code

(P.O: Boxes are not acceptable.)

4. The term of existence: perpetual

Articles of organization must be signed by at /east one person who need not be a member of the limited liability company.

Dated: January 4, 2008

Signature: /s/ Robin J. Keck

Type or Print Name: Robin J. Keck, Organizer

Address; 7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027

FIRST AMENDMENT
TO
OPERATING AGREEMENT
OF
KAY COUNTY OKLAHOMA HOSPITAL COMPANY, LLC

This First Amendment to Operating Agreement of Kay County Oklahoma Hospital Company, LLC (“Amendment”) is made and entered into as of May 1, 2006, by Kay County Hospital Corporation, an Oklahoma corporation (“Member”).

WHEREAS, the Member has heretofore executed and delivered that certain Operating Agreement of Kay County Oklahoma Hospital Company, LLC (the “Company”) dated as of January 4, 2006 (the “Operating Agreement”); and

WHEREAS, the Member desires to amend the Operating Agreement to authorize the issuance and certification of units.

NOW THEREFORE, IT IS

RESOLVED, that the Operating Agreement is hereby amended by deleting Section 2.1 in its entirety and inserting in lieu thereof the following:

2.1 Initial Capital Contribution of Member. The interest in the Company shall be divided into units (“Units”). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has been issued the number of Units listed on Exhibit A hereto attached. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

FURTHER RESOLVED, that the Operating Agreement is hereby amended to add the following text:

2.2 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Member. Such certificates shall be signed by the President or Vice President of the Member, if such offices be created and filled, or signed by an officer designated by the Member to sign such certificates. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Member may prescribe.

FURTHER RESOLVED, except as set forth in this Amendment, the terms and provisions of the Operating Agreement are hereby ratified and declared to be in full force and effect. This Amendment shall be governed by the provisions of the Operating Agreement; provided, however, to the extent that the terms of this Amendment and Operating Agreement conflict, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year first above set forth.

KAY COUNTY HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Senior Vice President, Secretary and General Counsel

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Kay County Hospital Corporation 7100 Commerce Way, Suite 100 Brentwood, Tennessee 37027	\$100.00	100

KAY COUNTY OKLAHOMA HOSPITAL COMPANY, LLC

OPERATING AGREEMENT

This Operating Agreement (“Agreement”) is declared to be effective as of the 4th day of January, 2006, by Kay County Hospital Corporation, as the sole Member (such corporation and any successor hereunder, the “Member”) of Kay County Oklahoma Hospital Company, LLC (the “Company”), pursuant to the provisions of the Oklahoma Limited Liability Company Act (the “Act”).

Section 1. The Company.

1.1 Formation. The initial Member is forming the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.2 Company Name. The name of the Company shall be as set forth in the Articles from time to time, and all business of the Company shall be conducted in such name. The Member may change the name of the Company at any time.

1.3 Purpose. The purpose of the Company shall be as set forth in the Articles from time to time.

1.4 Principal Place of Business. The principal place of business and address of the Company shall be at any place within or without the State of Oklahoma as determined by the Member.

1.5 Existence. The existence of the Company shall commence on the date the Company’s Articles of Organization (as amended from time to time, the “Articles”) are filed in the office of the Secretary of State of Oklahoma in accordance with the Act and shall continue until the winding up and liquidation of the Company following a Liquidating Event as provided in Section 8 hereof.

1.6 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity.

1.7 Independent Activities; Transactions With Affiliates.

(a) The Member shall be required to devote only such time to the affairs of the Company as the Member determines in its sole discretion may be necessary or appropriate, and the Member shall be free to serve any other Person in any capacity that he may deem appropriate in his discretion.

(b) Insofar as permitted by applicable law, the Member may, notwithstanding this Agreement, engage in whatever activities it chooses, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company, and neither this Agreement nor any activity undertaken pursuant hereto shall prevent the Member from engaging in such activities or require the Member to permit the Company to participate in any such activities.

1.8 Definitions. Certain capitalized words and phrases used in this Agreement have the following meanings:

“Interest” means the entire limited liability company interest in the Company of a Member or Interest Holder at any particular time, including the right of such Member or Interest Holder to any and all benefits to which the Member or Interest Holder may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

“Interest Holder” means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. “Interest Holders” means all such Persons.

“Net Cash Flow” means the gross cash proceeds from Company operations and from all sales and other dispositions and refinancings of Property, less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Member. “Net Cash Flow” shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

“Person” means any individual, partnership, limited liability company, corporation, trust, or other entity.

“Property” means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of. “Transferred” shall have a correlative meaning.

Section 2. Capital Contributions.

2.1 Initial Capital Contributions. In exchange for all the Interests in the Company, the Member has, or may cause to be, contributed or will contribute to the capital of the Company, One Thousand and No/100 Dollars (\$1,000.00) in cash.

Section 3. Tax Allocations.

3.1 No Allocations in Single-Member Entity. Kay County Hospital Corporation, as the only Member, intends for the Company, as such a wholly-owned entity, to be disregarded for accounting and income tax purposes. Accordingly, all items of income, gain, loss, deduction, and credit that would, but for such single-member status, belong to the Company shall belong to the Member.

Section 4. Distributions.

4.1 Distributions. Subject to the Act, Net Cash Flow, if any, and any item of Property chosen by the Member, shall be distributed to or as directed by the Member, at such times as the Member may determine.

Section 5. Management

5.1 Authority and Duties of Member. The overall management and control of the Company shall be vested in the Member and the Member shall have the right and authority to enter into transactions on behalf of the Company, to bind the Company and to conduct, and to make decisions relating to, the day-to-day operations of the Company. Without limiting the foregoing and in each case without any further act, vote or approval, the Member is hereby specifically authorized for, and in the name of and on behalf of, the Company from time to time to:

- (a) Amend the Articles;
- (b) Issue Interests in the Company and admit other Persons as Members;
- (c) Acquire by purchase, lease, or otherwise any real or personal property;
- (d) Loan money to the Company, its affiliates or other third parties, upon such terms and conditions as the Member may determine;
- (e) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real or personal property;
- (f) Designate, authorize and direct one or more Persons to execute any and all agreements, contracts, documents, certifications, and instruments on behalf of the Company that are necessary or convenient in connection with the management, maintenance and operation of Property or managing the Company's affairs, including executing amendments to the Agreement and the Articles in accordance with the terms of the Agreement, both as authorized agent for the Company and, if required, as attorney-in-fact for the Member pursuant to a power of attorney.
- (g) Appoint individuals designated as officers and/or managers of the Company and delegate such authority to such officers and/or managers as the Member deems advisable.
- (h) Borrow money and issue evidences of indebtedness (including bonds, notes and debentures) necessary, convenient or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Property;
- (i) Care for and distribute funds to the Interest Holders by way of income, return of capital, or otherwise;
- (j) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the Property or operations of the Company;

(k) Engage in any kind of activity and perform and carry out contracts of any kind as may be lawfully engaged in, carried out, or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified; and

(1) Make any and all elections for federal, state, and local tax purposes.

5.2 Indemnification of Member.

(a) The Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify, save harmless, and pay all judgments and claims against the Member relating to any liability or damage incurred by reason of: (i) ownership of an Interest in the Company, and (ii) any act performed or omitted to be performed by the Member in connection with the business of the Company, in any case including attorneys' fees incurred by the Member in connection with the defense of any action based on any of the foregoing.

(b) Notwithstanding anything to the contrary in Section 5.2(a) above, in the event that any provision in such Section is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

Section 6. Role of Member.

6.1 Compensation. The Member may from time to time receive a salary, fee, or draw for services rendered to or on behalf of the Company in such amount as the Member deems appropriate.

6.2 Expenses. The Member may charge the Company for any expenses reasonably incurred by it in connection with the Company's business.

6.3 Loans. If the Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a capital contribution but shall be a debt due from the Company. The amount of any such loan or advance by the Member shall be repayable out of the Company's cash and shall bear interest at such rate as the Company and the Member shall agree but not in excess of the maximum rate permitted by law. The Member shall not be obligated to make any loan or advance to, or on behalf of, the Company.

Section 7. Transfer of Interests.

7.1 No Restriction on Transfers. The Member may Transfer all or any portion of its Interest at any time.

7.2 Admission of Transferees as Members. Unless otherwise indicated in writing at the time of any Transfer of an Interest, a transferee of an Interest (including a transferee by operation of law) shall be admitted to the Company as a substituted Member and shall be bound by the terms of this Agreement upon such transferee's written notice to the Company at the address specified in Section 1.4.

Section 8. Dissolution and Winding Up.

8.1 Liquidating Events. The death, retirement, bankruptcy or dissolution of the Member, or the occurrence of any other event that terminates the continued membership of a member in the Company, shall not cause the Company to be dissolved and its affairs wound up, but rather the business of the Company shall be continued without dissolution, provided that there remains at least one Member (including a transferee of one or more Interests who becomes a Member). The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following events (the "Liquidating Events"):

- (a) The written consent of the Member or any successor Member;
- (b) There is no Member or transferee of one or more Interests who becomes a Member; or
- (c) The occurrence of any other event causing the dissolution of the Company under the Act.

8.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member. To the extent not inconsistent with the foregoing, the terms of this Agreement shall continue in full force and effect until such time as all of the Property (including the proceeds of sales of Property) has been distributed pursuant to this Section 8.2 and the Company's existence has been terminated in accordance with the Act. The Member (or, in the event there is no remaining Member, any Person elected by those Persons succeeding to ownership of the Member's Interest) shall be responsible for overseeing the winding up of the Company, shall take full account of the Company's liabilities and Property, shall cause the Property other than cash to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- (a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors; and
- (b) The balance, if any, to the Member.

Section 9. Miscellaneous.

9.1 Amendment. The Member may amend this Agreement at any time.

9.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

9.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

9.5 Governing Law. The laws of the State of Oklahoma shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member.

The undersigned has executed this Agreement as of the day and year first above set forth.

KAY COUNTY HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Senior Vice President, Secretary and General Counsel

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
206 NORTH OFFICE BUILDING
P. O. BOX 8722
HARRISBURG, PA 17105-8722
(717) 787-1057
WWW.DOS.STATE.PA.US/CORPS

RECORD SEARCH

July 23, 2007

EXAMINATION OF THE INDICES IN THE DEPARTMENT OF STATE ON THE ABOVE DATE SHOW A PENNSYLVANIA BUSINESS CORPORATION WAS FILED ON

September 08, 1998 ENTITLED:

CHS BERWICK HOSPITAL CORPORATION ENTITY # 2835298

WITH ADDRESS AT: % NATIONAL REGISTERED AGENTS INC PA 0 - 0

CORPORATE OFFICERS ON RECORD AS Of September 8, 1998 ARE

President : WAYNE T SMITH
Secretary : RACHEL A SEIFERT
Treasurer : W LARRY CASH
Vice-President : W LARRY CASH

MAILING ADDRESS IS:

THIS IS A SUBSISTING ASSOCIATION

INSTRUMENT HISTORY:

DATE	MICROFILM	TYPE OF CHANGE	COMMENTS
09/08/1998	9866/1402-1405	ARTICLES OF INCORPORATION-BUSINESS	
11/06/2003	2003094/148-149	CHANGE OF REGISTERED OFFICE	

COMMON WEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

July 23, 2007

TO ALL WHOM THESE PRESENTS SHALL COME , GREETING :

CHS BERWICK HOSPITAL CORPORATION

I, Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct copy of Index and Docket Record

which appear of record in this department

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

/s/Pedro A. Cortés

Secretary of the Commonwealth

ARTICLES OF INCORPORATION

OF

CHS BERWICK HOSPITAL CORPORATION

In compliance with the requirements of the applicable provisions of the Pennsylvania Business Corporation Law of 1988, as amended (the "Pennsylvania BCL"), the undersigned natural person of the age of eighteen years or more, desiring to incorporate a corporation for profit hereby states the following:

ARTICLE I The name of the Corporation is CHS Berwick Hospital Corporation.

ARTICLE II The period of its duration is perpetual.

ARTICLE III The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Pennsylvania BCL.

ARTICLE IV The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:

c/o Corporation Service Company
County of Dauphin

ARTICLE VI Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII The name and mailing address of the incorporator is:

Virginia D. Lancaster
Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE VIII To the fullest extent permitted by Pennsylvania law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 1553 of the Pennsylvania BCL or (iv) for any transaction from which the director derived any improper personal benefit. If the Pennsylvania BCL is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Pennsylvania BCL, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnitee”), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Pennsylvania BCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits of the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys’ fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that if the Pennsylvania BCL requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Pennsylvania BCL. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania BCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall

he a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses; conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Pennsylvania BCL.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Pennsylvania BCL with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of September, 1998.

/s/ Virginia D. Lancaster
Virginia D. Lancaster, Incorporator

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
Statement of Change of Registered Office (15 Pa.C.S.)

Entity Number 2835298 [checked] Domestic Business Corporation (§ 1507)
 Foreign Business Corporation (§ 4144)
 Domestic Nonprofit Corporation (§ 5507)
 Foreign Nonprofit Corporation (§ 6144)
 Domestic Limited Partnership (§ 8506)

Document will be returned to the name and address you enter to the left

Name JENNIFER MARKS
 PENNCORP SERVICEGROUP, INC.
 600 NORTH SECOND ST.
 PO BOX 1210
 HARRISBURG, PA 17018-1210

Filed in the Department of State on NOV 06 2003

/s/ Pedro G. Cortes
Secretary of the Commonwealth

Fee: \$52

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name is: CHS BERWICK HOSPITAL CORPORATION
2. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:
(a) Number and street City State Zip County
(b) Name of Commercial Registered Office Provider
c/o Corporation Service Company
3. Complete part (a) or (b):
(a) The address to which the registered office of the corporation or limited partnership in this Commonwealth is:
(b) The registered office of the corporation or limited partnership shall be provided by:
National Registered Agents, Inc. Dauphin County
DSCB:15- 1507/4144/5507/6144/8506-2
4. Strike out if a limited partnership: Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by
a duly authorized officer thereof this 31st day of Oct, 2003

CHS BERWICK HOSPITAL CORPORATION
Name of Corporation/Limited Partnership

/s/ Sherry Connelly
Signature

Title Asst. Sec.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

July 11, 2007

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

CHS BERWICK HOSPITAL CORPORATION

I, Pedro A. Cortes, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Articles of Incorporation and all Amendments

which appear of record in this department.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

/s/ Pedro A. Cortes

Secretary of the Commonwealth

BYLAWS OF
CHS BERWICK HOSPITAL CORPORATION
ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Harrisburg, County of Dauphin, State of Pennsylvania.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Pennsylvania as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Pennsylvania, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical

order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Pennsylvania or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may

also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Pennsylvania.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to

reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Pennsylvania Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Pennsylvania, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Pennsylvania Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Pennsylvania Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Pennsylvania Business Corporation Law of 1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Pennsylvania Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 8th day of September, 1998.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
206 NORTH OFFICE BUILDING
P. O. BOX 8722
HARRISBURG, PA 17105-8722
(717) 787-1057
WWW.DOS.STATE.PA.US/CORPS

RECORD SEARCH

July 09, 2007

EXAMINATION OF THE INDICES IN THE DEPARTMENT OF STATE ON THE ABOVE DATE SHOW A PENNSYLVANIA BUSINESS CORPORATION WAS FILED ON

January 25, 2002 ENTITLED:

CLINTON HOSPITAL CORPORATION

ENTITY # 3049114

WITH ADDRESS AT : % NATIONAL REGISTERED AGENTS, INC.

PA 0 - 0

CORPORATE OFFICERS ON RECORD AS Of January 25, 2002 ARE

President : UNKNOWN

Secretary :

Treasurer :

Vice-President :

MAILING ADDRESS IS :

THIS IS A SUBSISTING ASSOCIATION

INSTRUMENT HISTORY :

DATE

MICROFILM

TYPE OF CHANGE

COMMENTS

01/25/2002

2002007/1151-1154

ARTICLES OF INCORPORATION-BUSINESS

11/06/2003

2003094/140-141

CHANGE OF REGISTERED OFFICE

COMMON WEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

July 09, 2007

TO ALL WHOM THESE PRESENTS SHALL COME; GREETING :

CLINTON HOSPITAL CORPORATION

I, Pedro A. Cortes, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct copy of Index and Docket Record

which appear of record in this department

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

/s/ Pedro A. Cortes

Secretary of the Commonwealth

ARTICLES OF INCORPORATION

OF

CLINTON HOSPITAL CORPORATION

In compliance with the requirements of the applicable provisions of the Pennsylvania Business Corporation Law of 1988, as amended (the "Pennsylvania BCL"), the undersigned natural person of the age of eighteen years or more, desiring to incorporate a corporation for profit hereby states the following:

ARTICLE I

The name of the Corporation is Clinton Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Pennsylvania BCL.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation's registered office in this State. and the name of its registered agent at such address is:

Corporation Service Company

Dauphin County

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Virginia D. Lancaster

155 Franklin Road, Suite 400

Brentwood, Tennessee 37027

ARTICLE VIII

To the fullest extent permitted by Pennsylvania law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions

not in good faith or which involve intentional misconduct or a knowing violation of law, (m) under Section 1553 of the Pennsylvania BCE. or (iv) for any transaction from which the director derived any improper personal benefit. If the Pennsylvania BCE. is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors. then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Pennsylvania BCL, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time o C such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to he made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect 10 an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a direr tor or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Pennsylvania BCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue with respect to an indemnatee who has ceased to be a director or officer and shall inure to the benefit of the indemnitce's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnatee in connection with a proceeding initiated by such indemnatee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to he paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that i f the Pennsylvania I3CL requires, an advancement of expenses incurred by an indemnatee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication') that such indemnatee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnatee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall he twenty days), the indemnatee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of

the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In () any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Pennsylvania BCL. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania BCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Pennsylvania BCL.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Pennsylvania BCL with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of January, 2002.

/s/ Virginia D. Lancaster, Incorporator

Virginia D. Lancaster, Incorporator

PENNSYLVANIA DEPARTMENT OF STATE

CORPORATION BUREAU

Entity Number

3049114

Statement of Change of Registered Office (15 Pa.C.S.)

Domestic Business Corporation (§ 1507)

Foreign Business Corporation (§ 4144)

Domestic Nonprofit Corporation (§ 5507)

Foreign Nonprofit Corporation (§ 6144)

Domestic Limited Partnership (§ 8506)

Document will be returned to the name and address you enter to the left.

JENNIFER MARKS

PENNCORP SERVICEGROUP, INC

600 NORTH SECOND ST.

PO BOX 1310

HARRISBURG, PA 17018-1210

Document will be returned to the name and address you enter to the left.

Fee: \$52

Filed in the Department of State on Nov 06 2003

/s/ Pedro A. Cortes

Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name is:

CLINTON HOSPITAL CORPORATION

2. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street

City

State

Zip

County

(b) Name of Commercial Registered Office Provider

County

c/o Corporation Service Company

3. Complete part (a) or (b):

(a) The address to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

Number and street

City

State

Zip

County

(b) The registered office of the corporation or limited partnership shall be provided by:

c/o: National Registered Agents Inc.

Dauphin

Name of Commercial Registered Office Provider

County

4. Strike out if a limited partnership:

Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer thereof this 23rd day of Oct, 2003.

CLINTON HOSPITAL CORPORATION

Name of Corporation/Limited Partnership

/s/ Cherry Connelly

Signature

Asst. Sec.

Title

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

July 11, 2007

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

CLINTON HOSPITAL CORPORATION

I, Pedro A. Cortes, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Articles of Incorporation and all Amendments

which appear of record in this department.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

/s/ Pedro A. Cortes

Secretary of the Commonwealth

BYLAWS OF
CLINTON HOSPITAL CORPORATION

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Harrisburg, County of Dauphin, State of Pennsylvania.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Pennsylvania as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Pennsylvania, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Pennsylvania or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Pennsylvania.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such stated thereon by the Pennsylvania Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's

duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Pennsylvania, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at

any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an “indemnitee”) who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Pennsylvania Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney’s fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Pennsylvania Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Pennsylvania Business Corporation Law of 1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Pennsylvania Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 25th day of January, 2002.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
206 NORTH OFFICE BUILDING
P. O. BOX 8722
HARRISBURG, PA 17105-8722
(717) 787-1057
WWW.DOS.STATE.PA.US/CORPS

RECORD SEARCH

July 09, 2007

EXAMINATION OF THE INDICES IN THE DEPARTMENT OF STATE ON THE ABOVE DATE SHOW A PENNSYLVANIA BUSINESS CORPORATION WAS FILED ON

February 06, 2001 ENTITLED:

COATESVILLE HOSPITAL CORPORATION

ENTITY # 2987105

WITH ADDRESS AT : % NATIONAL REGISTERED AGENTS, INC.
PA 0 - 0

CORPORATE OFFICERS ON RECORD AS Of February 6, 2001 ARE

President: UNKNOWN
Secretary:
Treasurer:
Vice-President:

MAILING ADDRESS IS :

THIS IS A SUBSISTING ASSOCIATION

INSTRUMENT HISTORY:

DATE	MICROFILM	TYPE OF CHANGE	COMMENTS
02/06/2001	2001010/815-818	ARTICLES OF INCORPORATION-BUSINESS	
11/06/2003	2003094/142-143	CHANGE OF REGISTERED OFFICE	

COMMON WEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

July 09, 2007

TO ALL WHOM THESE PRESENTS SHALL COME , GREETING:

COATESVILLE HOSPITAL CORPORATION

I, Pedro A Cortés, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is the correct copy of Index and Docket Record

which appear of record in this department

[SEALED]

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to affixed, the day and year above written,

/s/Pedro A. Cortés
Secretary of the Commonwealth

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

July 11, 2007

TO WHOM THESE PRESENTS SHALL COME, GREETING:

COATESVILLE HOSPITAL CORPORATION

I, Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Articles of Incorporation and all Amendments

which appear of record in this department.

[SEALED]

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to affixed, the day and year above written,

/s/Pedro A. Cortés
Secretary of the Commonwealth

200110 815
Filed in the Department of
State on Feb. 6, 2001

/s/ Kim

Secretary of the Commonwealth

ARTICLES OF INCORPORATION

OF

COATESVILLE HOSPITAL CORPORATION

In compliance with the requirements of the applicable provisions of the Pennsylvania Business Corporation Law of 1988, as amended (the "Pennsylvania BCL"), the undersigned natural person of the age of eighteen years or more, desiring to incorporate a corporation for profit hereby states the following:

ARTICLE I

The name of the Corporation is Coatesville Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Pennsylvania BCL.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:
Corporation Service Company Dauphin County

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Virginia D. Lancaster
Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE VIII

To the fullest extent permitted by Pennsylvania law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 1553 of the Pennsylvania BCL or (iv) for any transaction from which the director derived any improper personal benefit. If the Pennsylvania BCL is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Pennsylvania BCL, as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a part) or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"). by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Pennsylvania BCL as the same exists or may hereafter be amended (but in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (13) hereof with respect to proceedings to enforce rights to indemnification. the Corporation shall indemnify any such indemnitee in

connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Pennsylvania BCL, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Pennsylvania BCL. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania BCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability of loss under the Pennsylvania BCL.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Pennsylvania BCL with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of February.

/s/Virginia D. Lancaster

Virginia D. Lancaster, Incorporator

PENNSYLVANIA DEPARTMENT OF STATE CORPORATION BUREAU

Statement of Change of Registered Office (15 Pa.C.S.)

- Domestic Business Corporation (§ 1507)
- Foreign Business Corporation (§ 4144)
- Domestic Nonprofit Corporation (§ 5501)
- Foreign Nonprofit Corporation (§ 6144)
- Domestic Limited Partnership (§ 8506)

Name: JENNIFER MARKS
 PENNCORP SERVICEGROUP, INC.
 Address: 600 NORTH SECOND ST.
 PO BOX 1210
 City: HARRISBURG, PA 17018-1210

Fee: \$52 Filed in the Department of State on NOV 0 6 2003

/s/Pedro A. Cortés
 Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name is:

COATESVILLE HOSPITAL CORPORATION

2. The (a) address of its initial registered office in the Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street	City	State	Zip	County
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(b) Name of Commercial Registered Office Provider	County
CORPORATION SERVICE COMPANY	

3. Complete part (a) or (b):

(a) The address to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

Number and street	City	State	Zip	County
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(b) The registered office of the corporation or limited partnership be provided by:

NATIONAL REGISTERED AGENTS, INC.			DAUPHIN	
Number of Commercial Registered Office Provider			County	

4. Strikeout if a limited partnership:

Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer thereof this 23rd day of Oct., 2003.

COATESVILLE HOSPITAL CORPORATION

Name of Corporation /Limited Partnership

/s/ Sherry A. Donnelly
Title: Asst. Secretary

BYLAWS OF
COATESVILLE HOSPITAL CORPORATION

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Harrisburg, County of Dauphin, State of Pennsylvania.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Pennsylvania as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Pennsylvania, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting

power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Pennsylvania or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Pennsylvania.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of

directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting

for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Pennsylvania Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Pennsylvania, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an “indemnitee”) who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Pennsylvania Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney’s fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in paragraph

(B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Pennsylvania Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of

expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Pennsylvania Business Corporation Law of 1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Pennsylvania Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 6th day of February, 2001.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
206 NORTH OFFICE BUILDING
P.O. BOX 8722
HARRISBURG, PA 17105-8722
(717) 787-1057
VVWW.DOS.STATE.PA.US/CORPS

RECORD SEARCH

July 09, 2007

EXAMINATION OF THE INDICES IN THE DEPARTMENT OF STATE ON THE ABOVE DATE SHOW A PENNSYLVANIA BUSINESS CORPORATION WAS FILED ON

June 13, 2001 ENTITLED:

NORTHAMPTON HOSPITAL CORPORATION
ENTITY # 3010288

WITH ADDRESS AT: % NATIONAL REGISTERED AGENTS, INC PA 0 - 0

CORPORATE OFFICERS ON RECORD AS Of June 13, 2001 ARE

President: UNKNOWN

Secretary:

Treasurer:

Vice-President:

MAILING ADDRESS IS:

THIS IS A SUBSISTING ASSOCIATION

INSTRUMENT HISTORY:

DATE	MICROFILM	TYPE OF CHANGE	COMMENTS
06/13/2001	2001046/96-99	ARTICLES OF INCORPORATION-BUSINESS	
11/06/2003	2003094/138-139	CHANGE OF REGISTERED OFFICE	

COMMON WEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

July 09, 2007

TO ALL WHOM THESE PRESENTS SHALL COME , GREETING :

NORTHAMPTON HOSPITAL CORPORATION

I, Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct copy of Index and Docket Record

which appear of record in this department

[SEAL]

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of the Secretary's Office to be affixed, the day and year above written.

/s/Pedro A. Cortés
Secretary of the Commonwealth

200146-96
Filed in the Department of
State on June 13, 2001
/s/Kim Pizzigrilli
Secretary of the Commonwealth

ARTICLES OF INCORPORATION

OF

NORTHAMPTON HOSPITAL CORPORATION

3010288

In compliance with the requirements of the applicable provisions of the Pennsylvania Business Corporation Law of 1988, as amended (the "Pennsylvania BCL"), the undersigned natural person of the age of eighteen years or more, desiring to incorporate a corporation for profit hereby states the following:

ARTICLE I

The name of the Corporation is Northampton Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Pennsylvania BCL.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:

Corporation Service Company
Dauphin County

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Virginia D. Lancaster
Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE VIII

To the fullest extent permitted by Pennsylvania law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 1553 of the Pennsylvania BCL, or (iv) for any transaction from which the director derived any improper personal benefit. If the Pennsylvania BCE is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Pennsylvania BCL, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Pennsylvania BO, as the same exists or may hereafter be Amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall insure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph 113) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a

proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that if the Pennsylvania BCE requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Pennsylvania BCL. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania BCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Pennsylvania BCL.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the

provisions of this Article or as otherwise permitted under the Pennsylvania BCL, with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of June,

/s/Virginia D. Lancaster

Virginia D. Lancaster, Incorporator

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Statement of Change of Registered Office (15 Pa.C.S.)

- Domestic Business Corporation (§ 1507)
- Foreign Business Corporation (§ 4144)
- Domestic Nonprofit Corporation (§ 5507)
- Foreign Nonprofit Corporation (§ 6144)
- Domestic Limited Partnership (§ 8506)

Entity Number 3010288

Name: JENNIFER MARKS
PENNICORP SERVICEGROUP, INC.
Address: 600 NORTH SECOND ST.
PO BOX 210
City/State: HARRISBURG, PA 17018-1210
Zip Code

Document will be returned to name and address you enter to the left.

Fee: \$52

Filed in the Department of State on Nov. 06, 2003

/s/Pedro A. Cortés
Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name is:

NORTHAMPTON HOSPITAL CORPORATION

2. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county or venue is:

(a) Number and street City State Zip County

(b) Name of Commercial Registered Office Provide. County

c/o: Corporation Service Company

3. Complete part (a) or (b):

(a) The address to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

Number and street City State Zip County

(b) The registered office of the corporation or limited partnership shall be provided by:

c/o National Registered Agents, Inc.
Name of Commercial Registered Office Provider

Dauphin
County

4. Strike out if a limited partnership:

Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer thereof this 23rd day of Oct., 2003.

NORTHAMPTON HOSPITAL CORPORATION
Name of Corporation/Limited Partnership

/s/Sherry Donnelly
Signature

Asst. Sec.
Title

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

July 13, 2007

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

NORTHAMPTON HOSPITAL CORPORATION

I, Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Articles of Incorporation and all Amendments

which appear of record in this department

[SEAL]

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's office to be affixed, the day and year above written.

/s/Pedro A. Cortés
Secretary of the Commonwealth

BYLAWS OF
NORTHAMPTON HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Harrisburg, County of Dauphin, State of Pennsylvania.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Pennsylvania as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Pennsylvania, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Pennsylvania or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Pennsylvania.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Pennsylvania Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Pennsylvania, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Pennsylvania Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such

indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Pennsylvania Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Pennsylvania Business Corporation Law of 1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation

would have the power to indemnify such person against such expense, liability or loss under the Pennsylvania Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 13th day of June, 2001.

ARTICLES OF INCORPORATION

OF

SUNBURY HOSPITAL CORPORATION

In compliance with the requirements of the applicable provisions of the Pennsylvania Business Corporation Law of 1988, as amended (the "Pennsylvania BCL"), the undersigned natural person of the age of eighteen years or more, desiring to incorporate a corporation for profit hereby states the following;

ARTICLE I

The name of the Corporation is Sunbury Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Pennsylvania BCL.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The name of the Corporation's initial commercial registered office provider is National Registered Agents, Inc. and the county of venue is Dauphin County.

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Robin J. Keck
Community Health Systems
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE VIII

To the fullest extent permitted by Pennsylvania law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 1553 of the Pennsylvania BCL or (iv) for any transaction from which the director derived any improper personal benefit. If the Pennsylvania BCL is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Pennsylvania BCL, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is an alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Pennsylvania BCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue with respect to an indemnatee who has ceased to be a director or officer and shall inure to the benefit of the indemnatee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnatee in connection with a proceeding initiated by such indemnatee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Pennsylvania BCL requires, an advancement of expenses incurred by an indemnatee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnatee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Pennsylvania BCL. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania BCL, nor an actual determination by the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania BCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Pennsylvania BCL.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Pennsylvania BCL with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of August, 2005.

/s/ Robin J. Keck
Robin J. Keck Incorporator

BYLAWS OF
SUNBURY HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Harrisburg, County of Dauphin, State of Pennsylvania.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Pennsylvania as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Pennsylvania, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Pennsylvania or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Pennsylvania.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Pennsylvania Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Pennsylvania, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Pennsylvania Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such

indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Pennsylvania Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Pennsylvania Business Corporation Law of 1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the

corporation would have the power to indemnify such person against such expense, liability or loss under the Pennsylvania Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 17th day of August, 2005.

Filed in the Department of
State on JUL -6 2001
/S/ Kim
Secretary of the Commonwealth

ARTICLES OF INCORPORATION

OF

WEST GROVE HOSPITAL CORPORATION

In compliance with the requirements of the applicable provisions of the Pennsylvania Business Corporation Law of 1988, as amended (the "Pennsylvania BCL"), the undersigned natural person of the age of eighteen years or more, desiring to incorporate a corporation for profit hereby states the following:

ARTICLE I

The name of the Corporation is West Grove Hospital Corporation

ARTICLE II

The period of its duration is perpetual

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Pennsylvania BCL.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation's registered and the name of its registered agent at such address is:

Corporation Service Company
Dauphin County

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Virginia D. Lancaster
Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE VIII

To the fullest extent permitted by Pennsylvania law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 1553 of the Pennsylvania BCE, or (iv) for any transaction from which the director derived any improper personal benefit. If the Pennsylvania BCL is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Pennsylvania BCL, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Pennsylvania BCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred

in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that if the Pennsylvania BCL requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Pennsylvania BCL. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania BCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D: Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or Pennsylvania BCL.

E. Indemnity of Employees and Agents of the Corporation. The Corporation to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the

provisions of this Article or as otherwise permitted under the Pennsylvania BCL with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of July, 2001.

/s/ Virginia D. Lancaster
Virginia D. Lancaster, Incorporator

PENNSYLVANIA DEPARTMENT OF STATE

CORPORATION BUREAU

Entity Number

3014071

Statement of Change of Registered Office (15 Pa.C.S.)

Domestic Business Corporation (§ 1507) Entity Number

Foreign Business Corporation (§ 4144)

Domestic Nonprofit Corporation (§ 5507)

Foreign Nonprofit Corporation (§ 6144)

Domestic Limited Partnership (§ 8506)

Document will be returned to the

JENNIFER MARKS

PENNCORP SERVICEGROUP, INC.

600 NORTH SECOND ST.

PO BOX 1210

HARRISBURG, PA 17018-1210

Document will be returned to the name and address you enter to the left.

Fee: \$52

Filed in the Department of State on NOV 06 2003

/s/ Pedro C. Cortes

Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name is:

WEST GROVE HOSPITAL CORPORATION

2. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street City State Zip County

(b) Name of Commercial Registered Office Provider County

c/o: Corporation Service Company

3. Complete part (a) or (b):

(a) The address to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

Number and street City State Zip County

(b) The registered office of the corporation or limited partnership shall be provided by:

c/o: National Registered Agents, Inc. Dauphin
Name of Commercial Registered Office Provider County

4. Strike out if a limited partnership:

Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer thereof this 31st day of Oct, 2003.

WEST GROVE HOSPITAL CORPORATION
Name of Corporation/Limited Partnership

/s/ Sherry Connelly
Signature

Asst Sec.
Title

BYLAWS OF
WEST GROVE HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Harrisburg, County of Dauphin, State of Pennsylvania.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Pennsylvania as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Pennsylvania, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Pennsylvania or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Pennsylvania.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Pennsylvania Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Pennsylvania, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Pennsylvania Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such

indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Pennsylvania Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Pennsylvania Business Corporation Law of 1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Pennsylvania Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation

would have the power to indemnify such person against such expense, liability or loss under the Pennsylvania Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 6th day of July, 2001.

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

ISSUANCE DATE: 07/02/2007
REQUEST NUMBER: 07183579

CHARTER/QUALIFICATION DATE: 10/29/2002
STATUS: ACTIVE
CORPORATE EXPIRATION DATE: PERPETUAL
CONTROL NUMBER: 0435829
JURISDICTION: TENNESSEE

TO:
CFS
8161 HWY 100

REQUESTED BY:
CFS
8161 HWY 100

NASHVILLE, TN 37221

NASHVILLE, TN 37221

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT
"BROWNSVILLE HOSPITAL CORPORATION"

WAS INCORPORATED OR QUALIFIED TO DO BUSINESS IN THE STATE OF TENNESSEE ON THE ABOVE DATE, AND THAT THE ATTACHED
DOCUMENT(S) WAS/WERE FILED IN OFFICE ON THE DATE(S) AS BELOW INDICATED:

REFERENCE NUMBER	DATE FILED	FILING TYPE	FILING ACTION									
			NAM	DUR	STK	PRN	OFC	AGT	INC	MAL	FYC	
4639-0816	10/29/2002	CHART-PROFIT										
4657-0610	11/22/2002	ASSUMED-ADD										
4956-0516	11/06/2003	AGENT/OFFICE										
5239-1675	09/20/2004	AGENT/OFFICE						X		X		
5421-0103	04/01/2005	AN RPT						X		X		
5740-0991	03/29/2006	AN RPT					X					
5926-1862	01/25/2007	AGENT/OFFICE						X		X		
6012-0320	03/30/2007	AN RPT					X					

FOR: REQUEST FOR COPIES

ON DATE: 07/02/07

FROM:
CAPITAL FILING SERVICE (CFS)
8161 HIGHWAY 100
#172
NASHVILLE, TN 37221-000

	RECEIVED:	FEES	
		\$ 280.00	\$ 0.00
	TOTAL PAYMENT RECEIVED:		\$ 280.00
	RECEIPT NUMBER:		00004231100
	ACCOUNT NUMBER:		00101230

[SEALED]

/s/ Riley C. Darnell
Secretary of State

CHARTER
OF
BROWNSVILLE HOSPITAL CORPORATION

The undersigned person, having capacity to contract and acting as the incorporator of a corporation for profit under the Tennessee Business Corporation Act, hereby adopts the following Charter for such corporation:

1. The name of the corporation is: Brownsville Hospital Corporation.
 2. The corporation's initial registered office is located at 2908 Poston Avenue, Nashville, Tennessee 37203, County of Davidson, The initial registered agent at that office is Corporation Service Company.
 3. The name and address of the incorporator is Kimberly A. Wright, Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027,
 4. The address of the principal office of the corporation shall be Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
 5. The corporation is for profit.
 6. The corporation is authorized to issue one thousand (1,000) shares of common stock, no par value.
 7. The business and affairs of the corporation shall be managed by a Board of Directors:
 - a. The number of directors and their term shall be specified in the Bylaws of the corporation;
 - b. Whenever the Board of Directors is required or permitted to take any action by vote, such action may be taken without a meeting on written consent setting forth the action so taken, signed by all of the directors, indicating each signing director's vote or abstention. The affirmative vote of the number of directors that would be necessary to authorize or to take such action at a meeting is an act of the Board of Directors;
 - c. Any or all of the directors may be removed with cause by a majority vote of the entire Board of Directors.
 8. To the fullest extent permitted by the Tennessee Business Corporation Act as the same may be amended from time to time, a director, officer or incorporator of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty in such capacity. If the Tennessee Business Corporation Act is amended, after approval by the shareholders of this provision, to authorize corporate action further eliminating or limiting the personal liability of a director, officer or incorporator then the liability of a director, officer or incorporator of the corporation shall be eliminated or limited to the fullest
-

extent permitted by the Tennessee Business Corporation Act, as so amended from time to time. Any repeal or modification of this Section 8 by the shareholders of the corporation shall not adversely affect any right or protection of a director, officer or incorporator of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

9. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or incorporator of the corporation or is or was serving at the request of the corporation as a director, officer, manager or incorporator of another corporation or as a partner or trustee of a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, manager or incorporator or in any other capacity while serving as a director, officer, manager or incorporator, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Act, as the same may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including but not limited to counsel fees, judgments, fines, ERISA, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, manager or incorporator and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. The right to indemnification conferred in this Section 9 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses incurred by an Indemnitee shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnitee is not entitled to be indemnified for such expenses under this Section 9 or otherwise, the Indemnitee furnishes the corporation with a written affirmation of his or her good faith belief that he or she has met the standards for indemnification under the Tennessee Business Corporation Act, and a determination is made that the facts then known to those making the determination would not preclude indemnification.

The corporation may indemnify and advance expenses to an officer, employee or agent who is not a director to the same extent as to a director by specific action of the corporation's Board of Directors or by contract.

The rights to indemnification and to the advancement of expenses conferred in this Section 9 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, this Charter, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, and the corporation is hereby permitted to grant additional rights to indemnification and advancement of expenses, to the fullest extent permitted by law, by resolution of

directors, or an agreement providing for such rights.

The corporation may maintain insurance, at its expense, to protect itself and any director, officer, manager, employee or agent of the corporation or of another corporation, partnership, joint venture, limited liability company, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Act.

Dated this 28th day of October, 2002.

/s/Kimberly A. Wright
Kimberly A. Wright
Incorporator

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

For Office Use Only

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

Pursuant to the provisions 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Brownsville Hospital Corporation
2. The state of country of incorporation is Tennessee
3. The corporation intends to transact in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Haywood Park Community Hospital

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

November 20, 2002
Signature Date

Brownsville Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/Kimberly A. Wright
Signature

Kimberly A. Wright
Name (typed or printed)

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

For Office Use Only

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

Pursuant to the provisions 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is BROWNSVILLE HOSPITAL CORPORATION
2. The street address of its current registered office is
2908 Poston Avenue, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is 1900 Church Street, Suite 400, Nashville, TN 37203
4. The name of the current registered agent is Corporation Service Company
5. If the current registered is to be changed, the name of the new registered agent is National Registered Agents, Inc.
6. After the change(s), the street address of the registered office and the business office of the registered agent will be identical.

10-22-03
Signature Date

BROWNSVILLE HOSPITAL CORPORATION
Name of Corporation

Asst. Secretary
Signer's Capacity

/s/Kimberly A. Wright
Signature

Kimberly A. Wright
Name (typed or printed)

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

For Office Use Only

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

Pursuant to the provisions 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Brownsville Hospital Corporation
2. The street address of its current registered office is
1900 Church Street, Suite 400, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is c/o Haywood Park Community Hospital, 2545 N. Washington Ave., Brownsville (Haywood County), TN 38012
4. The name of the current registered agent is National Registered Agents, Inc.
5. If the current registered is to be changed, the name of the new registered agent is Tom Schmitt, CEO
6. After the change(s), the street address of the registered office and the business office of the registered agent will be identical.

9-8-04
Signature Date

Brownsville Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/Robin J. Keck
Signature

Robin J. Keck
Name (typed or printed)

CORPORATION ANNUAL REPORT

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Ave. N. 6th Floor
William R. Snodgrass Tower
Nashville, TN 37243

Annual Report Filing Fee Due:

\$20, if no changes are made in block #6 to the registered agent/office, or

\$40, if any changes are made in block #6 to the registered agent/office

CURRENT FISCAL YEAR CLOSING MONTH: 12 IF DIFFERENT
CURRENT MONTH IS

THIS REPORT IS DUE ON OR BEFORE 04/01/05

(1) SECRETARY OF STATE CONTROL NUMBER: 0435829

(2a.) NAME AND MAILING ADDRESS OF CORPORATION:

(2B.) STATE OR COUNTRY OF INCORPORATION:

BROWNSVILLE HOSPITAL CORPORATION

TENNESSEE

155 FRANKLIN ROAD

(2D.) ADD OR CHANGE MAILING ADDRESS:

STE 400

BRENTWOOD, TN 37027

D 10/29/2002 FOR PROFIT

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

155 FRANKLIN ROAD, STE 400, BRENTWOOD, TN 37037

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE +4
(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS. (ATTACHED ADDITIONAL SHEET IF NECESSARY.)			

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE +4
PRESIDENT	SEE ATTACHED LIST		
SECRETARY			

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE).

(ATTACHED ADDITIONAL SHEET IF NECESSARY.) [] SAME AS ABOVE [] NONE OR LISTED BELOW: NAME: BUSINESS ADDRESS

CITY, STATE, ZIP CODE +4

SEE ATTACHED LIST:

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

TOM SCHMITT, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS: HAYWOOD PARK COMM, 2545 N WASHINGTON,

BROWNSVILLE, TN 38012

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE:

(I) CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE:

STREET

CITY

STATE
TN

ZIP CODE +4

COUNTY

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:

PUBLIC

MUTUAL

RELIGIOUS

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.

(8) SIGNATURE

/s/ Robin J. Keck

(10) TYPE PRINT NAME OF SIGNER:

Robin J. Keck

** THIS REPORT MUST BE DATED AND SIGNED **

[SEAL]

(9) DATE

3-15-05

(11) TITLE OF SIGNER:

Asst. Secretary

BROWNSVILLE HOSPITAL CORPORATION
0435829

OFFICERS

WILLIAM S. HUSSEY-PRESIDENT
W. LARRY CASH .EXEC VP, CFO
RACHEL A. SEIFERT-SVP, SEC, GEN COUNSEL
MARTIN G. SCHWEINHART-SVP, OPERATIONS
KENNETH D. HAWKINS — SVP, ACQUISITIONS, AND DEVELOPMENT
JAMES W. DOUCETTE-VP, FINANCE, AND TREASURER
T. MARK BUFORD-VP/CONTROLLER
ROBERT A. HERRAR-VP, ADMIN
LINDA PARSONS-VP, HUMAN RESOURCES
CAROLYN S. LIPP-SVP, QUAL., AND RESOURCE MANAGEMENT
TERRY H. HENDON — VP, ACQUISITIONS, AND DEV.
ROBERT O. HERRAR — VP, BUSINESS DEVELOPMENT, AND MANAGED CARE
LARRY CARLTON-VP, REVENUE MANAGEMENT
SHERRY A. CONNELLY-ASST. SEC
KIMBERLY A. WRIGHT -ASST. SEC
ROBIN J. KECK- ASST. SEC.

DIRECTORS

WILLIAMS S. HUSSEY
W. LARRY CASH
RACHEL A. SEIFERT

155 FRANKLIN ROAD, STE 400
BRENTWOOD, TN 37027

CORPORATION ANNUAL REPORT

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Ave. N. 6th Floor
William R. Snodgrass Tower
Nashville, TN 37243

Annual Report Filing Fee Due:

\$20, if no changes are made in block#6 to the registered agent/office, or
\$40, if any changes are made in block #6 to the registered agent/office

CURRENT FISCAL YEAR CLOSING MONTH: 12 IF DIFFERENT
CURRENT MONTH IS

THIS REPORT IS DUE ON OR
BEFORE 04/01/06

(1) SECRETARY OF STATE CONTROL NUMBER: 0435829
(2a.) NAME AND MAILING ADDRESS OF CORPORATION:
BROWNSVILLE HOSPITAL CORPORATION
155 FRANKLIN ROAD
STE 400
BRENTWOOD, TN 37027

(2B.) STATE OR COUNTRY OF INCORPORATION:
TENNESSEE
(2D.) ADD OR CHANGE MAILING ADDRESS:

D 10/29/2002 FOR PROFIT

7100 COMMERCE WAY SUITE 100
BRENTWOOD, TN 37027

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
155 FRANKLIN ROAD, STE 400, BRENTWOOD, TN 37037

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE +4
7100 COMMERCE WAY SUITE 100	BRENTWOOD	TN	37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
(ATTACHED ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE +4
PRESIDENT	SEE ATTACHED LIST		
SECRETARY			

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE).

(ATTACHED ADDITIONAL SHEET IF NECESSARY.) o SAME AS ABOVE o NONE OR LISTED BELOW: NAME: BUSINESS ADDRESS
CITY, STATE, ZIP CODE +4
SEE ATTACHED LIST:

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

TOM SCHMITT, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS: HAYWOOD PARK COMM, 2545 N WASHINGTON,
BROWNSVILLE, TN 38012

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE:

(I) CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE:

STREET

CITY

STATE
TN

ZIP CODE +4

COUNTY

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:

PUBLIC

MUTUAL

RELIGIOUS

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.

(8) SIGNATURE

/s/ Robin J. Keck

(9) DATE

2-16-06

(10) TYPE PRINT NAME OF SIGNER:

Robin J. Keck

(11) TITLE OF SIGNER:

Asst. Secretary

** THIS REPORT MUST BE DATED AND SIGNED **

[SEAL]

BROWNSVILLE HOSPITAL CORPORATION

DIRECTORS

William S. Hussey
W. Larry Cash
Rachel A. Seifert

OFFICERS

William S. Hussey-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkin — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP/Controller
Robert A. Horrar, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual. & Resource Management
Terry H. Hendon — VP, Acquisitions & Dev.
Robert O. Horrar — VP, Business Development
Larry Carlton-VP, Revenue Management
Tim G. Marlette — VP, Materials Management
Kathie G. Thomas — VP, Home Health Services
Gerald A. Weissman — VP, Medical Staff Development
J. Gary Seay — VP and CIO
Sherry A. Mori-Asst. Sec
Robin J. Keck — Asst. sec

ADDRESS FOR ALL OFFICERS & DIRECTORS: 7100 COMMERCE WAY SUITE
100, BRENTWOOD, TN 37027

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

For Office Use Only

RECEIVED
STATE OF
TENNESSEE
2007 JAN 25 AM
8:52
RILEY DARNELL
SECRETARY OF
STATE

Pursuant to the provisions 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Brownsville Hospital Corporation
2. The street address of its current registered office is c/o Haywood Park Community Hospital, 2545 N. Washington Ave., Brownsville (Haywood County), TN 38012
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is N/A
4. The name of the current registered agent is Tom Schmitt, CEO
5. If the current registered is to be changed, the name of the new registered agent is Kim Anthony, CEO
6. After the change(s), the street address of the registered office and the business office of the registered agent will be identical.

January 15, 2007
Signature Date

Brownsville Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/Robin J. Keck
Signature

Robin J. Keck
Name (typed or printed)

CORPORATION ANNUAL REPORT

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Ave. N. 6th Floor
William R. Snodgrass Tower
Nashville, TN 37243

Annual Report Filing Fee Due:
\$20, if no changes are made in block#6 to the registered agent/office, or
\$40, if any changes are made in block #6 to the registered agent/office

CURRENT FISCAL YEAR CLOSING MONTH: 12
(1) SECRETARY OF STATE CONTROL NUMBER: 0435829
(2a.) NAME AND MAILING ADDRESS OF CORPORATION:

BROWNSVILLE HOSPITAL CORPORATION
7100 COMMERCE WAY
STE 100
BRENTWOOD, TN 37027

D 10/29/2002 FOR PROFIT

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
7100 COMMERCE WAY, SUITE 100, BRENTWOOD, TN 37037

B. CHANGE OF PRINCIPAL ADDRESS:

	STREET	CITY	STATE	ZIP CODE +4
4000 MERIDIAN BLVD.		FRANKLIN	TN	37067

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
(ATTACHED ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE +4
PRESIDENT	SEE ATTACHED LIST		
SECRETARY			

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE).
(ATTACHED ADDITIONAL SHEET IF NECESSARY.) o SAME AS ABOVE o NONE OR LISTED BELOW: NAME: BUSINESS ADDRESS CITY, STATE, ZIP CODE +4
SEE ATTACHED LIST:

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:
TOM SCHMITT, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:
HAYWOOD PARK COMM, 2545 N WASHINGTON, BROWNSVILLE, TN 38012

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE:

(I) CHANGE OF REGISTERED AGENT: Kim Anthony, CEO

(II) CHANGE OF REGISTERED OFFICE (Street Address):

(City) (State) TN (Zip Code +4) (County)

TN

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:

- PUBLIC
- MUTUAL
- RELIGIOUS

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.

(8) SIGNATURE
/s/ Robin J. Keck

(9) DATE
3-5-07

(10) TYPE PRINT NAME OF SIGNER:
Robin J. Keck

(11) TITLE OF SIGNER:
Asst. Secretary

** THIS REPORT MUST BE DATED AND SIGNED **

[SEAL]

BROWNSVILLE HOSPITAL CORPORATION

DIRECTORS:

William S. Hussey
W. Larry Cash
Rachel A. Seifert

OFFICERS:

William S. Hussey-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer T.
Mark Buford-VP/Controller
Robert A. Horrar, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual. & Resource Management
J. Gary Seay-VP & CIO
Gerald A. Weissman-VP, Medical Staff Development
Terry H. Hendon — VP, Acquisitions & Dev.
Robert O. Horrar — VP, Business Development
Larry Carlton-VP, Revenue Management
Tim G. Marlette — VP, Materials Mgmt.
Kathie G. Thomas — VP, Home Health Services
Sherry A. Mori-Asst. Sec
Robin J. Keck — Asst. Sec

Address for all officers and directors: 4000 Meridian Blvd., Franklin, TN 37067

BYLAWS OF
BROWNSVILLE HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Nashville, County of Davidson, State of Tennessee.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of

such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Tennessee or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise

such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation

shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends

may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Tennessee, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an “indemnitee”) who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney’s fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Tennessee Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of

1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 29th day of October, 2002.

Secretary of State
 Division of Business Services
 312 Eighth Avenue North
 6th Floor, William R. Snodgrass Tower
 Nashville, Tennessee 37243

ISSUANCE DATE: 07/02/2007
 REQUEST NUMBER: 07183568
 CHARTER/QUALIFICATION DATE: 01/10/1995
 STATUS: ACTIVE
 CORPORATE EXPIRATION DATE: PERPETUAL

CONTROL NUMBER: 0289046
 JURISDICTION: TENNESSEE

TO:
 CFS
 8161 HWY 100
 NASHVILLE, TN 37221

REQUESTED BY:
 CFS
 8161 HWY 100
 NASHVILLE, TN 37221

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

“CLEVELAND HOSPITAL CORPORATION”

WAS INCORPORATED OR QUALIFIED TO DO BUSINESS IN THE STATE OF TENNESSEE ON THE ABOVE DATE, AND THAT THE ATTACHED DOCUMENT(S) WAS/WERE FILED IN OFFICE ON THE

DATE(S) AS BELOW INDICATED:

REFERENCE NUMBER	DATE FILED	FILING TYPE	FILING ACTION								
			NAM	DUR	STK	PRN	OFC	AGT	INC	MAL	FYC
2938-1464	01/10/1995	CHART-PROFIT									
2954-0938	02/08/1995	AMEND-CHARTER				X					
3109-1840	01/29/1996	AN RPT					X				X
3324-0746	04/08/1997	AN RPT/AGENT					X	X			
3904-0013	05/08/2000	OFFICE CHANGE						X			
4959-1251	11/12/2003	AGENT/OFFICE						X	X		
5239-1677	09/20/2004	AGENT/OFFICE						X	X		
5712-0318	03/09/2006	AGENT/OFFICE							X		

REFERENCE NUMBER	DATE FILED	FILING TYPE	FILING ACTION									
			NAM	DUR	STK	PRN	OFC	AGT	INC	MAL	FYC	
5740-1021	03/29/2006	AN RPT					X				X	
6011-1524	03/30/2007	AN RPT/AGENT					X	X			X	

FOR: REQUEST FOR COPIES

ON DATE: 07/02/07

FEEES

FROM: RECEIVED: \$280.00 \$0.00

CAPITAL FILING SERVICE (CFS)TOTAL PAYMENT RECEIVED: \$280.00

8161 HIGHWAY 100

#172

RECEIPT NUMBER: 00004231100

NASHVILLE, TN 37221-0000

ACCOUNT NUMBER: 00101230

[SEAL]

/s/Riley C. Darnell
Riley C. Darnell
Secretary of State

CHARTER
OF
CLEVELAND HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Tennessee Business Corporation Act, as amended, hereby adopts the following charter for such corporation:

ARTICLE ONE

The name of the Corporation is Cleveland Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is for profit.

ARTICLE FOUR

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Tennessee Business Corporation Act (the "Tennessee Code").

ARTICLE FIVE

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of \$.01 par value per share common stock.

ARTICLE SIX

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received.

ARTICLE SEVEN

The street address of its initial registered office is 306 Gay Street, Suite 200, Nashville, , Davidson County, Tennessee, 37201 and the name of its initial registered agent at such address is Corporation Service Company.

ARTICLE EIGHT

The complete address of the corporation's principal office is 155 Franklin Road, Suite 400, Brentwood, Williamson County, Tennessee 37027.

ARTICLE NINE

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE TEN The name and address of the incorporator is:

Robin J. Payton

414 Union Street, Suite 1600

ARTICLE ELEVEN

To the greatest extent permitted by Tennessee law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 48-18304 of the Tennessee Code or (iv) for any transaction from which the director derives an improper personal benefit. If the Tennessee Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TWELVE:

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Tennessee Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to 'be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (8) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Tennessee Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (1) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Tennessee Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Tennessee Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE THIRTEEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 10th day of January, 1995.

/s/Robin J. Payton

Robin J. Payton, Incorporator

414 Union Street

Suite 1600

Nashville, TN 37219

ARTICLES OF AMENDMENT TO THE CHARTER OF
OF
CLEVELAND HOSPITAL CORPORATION SECRETARY

January 31, 1995

Pursuant to the provisions of Section 48-20-106 of the Tennessee Business Corporation Act, as amended, Cleveland Hospital Corporation (the "Company"), adopts the following Articles of Amendment to its Charter:

1. Article Five is hereby deleted in its entirety and the following inserted in lieu thereof:

"ARTICLE FIVE

The aggregate number of shares which the Company shall have the authority to issue is Two Million Five Hundred Thousand (2,500,000) shares of \$.01 par value per share common stock."

2. This amendment was (1,4 adopted effective as of the 31st day of January, 1995, by written consent of the sole shareholder and written consent of the board of directors of the Company.

3. This Amendment is to be effective upon filing with the Secretary of State of Tennessee.

CLEVELAND HOSPITAL CORPORATION

By: /s/Sara Martin-Michels
Sara Martin-Michels

Assistant Secretary

CORPORATION ANNUAL REPORT

STATE OF TENNESSEE
SECRETARY OF STATE

SUITE 1800, JAMES K. POLK BUILDING

NASHVILLE, TN 37243-0306

FILING FEE — \$10.00; PRIVILEGE TAX — \$10.00; TOTAL AMOUNT DUE — \$20.00

CURRENT FISCAL YEAR CLOSING MONTH: 01

IF DIFFERENT

CURRENT MONTH IS: 12

THIS REPORT IS DUE ON OR BEFORE 5-1-96

(1) SECRETARY OF STATE CONTROL NUMBER: 0289046 OR FEDERAL EMPLOYER IDENTIFICATION NUMBER 62-1587878

(2a.) NAME AND MAILING ADDRESS OF CORPORATION:

CLEVELAND HOSPITAL CORPORATION

STE 400

155 FRANKLIN ROAD

BRENTWOOD, TN 37027

D 01/10/1995 FOR PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION: TENNESSEE

(2D.) ADD OR CHANGE MAILING ADDRESS:

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

SUITE 400, 155 FRANKLIN ROAD, BRENTWOOD, TN 37037

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE +4
2800 Westside Drive NW	Cleveland	TN	37311

** BLOCKS 4A AND 4B MUST BE COMPLETED OR THE ANNUAL REPORT WILL BE RETURNED **

(4) A NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.

(ATTACHED ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE +4
-------	------	------------------	--------------------------

SEE ATTACHMENT

B BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACHED ADDITIONAL SHEET IF NECESSARY.) o

SAME AS ABOVE o NONE OR LISTED BELOW: NAME: BUSINESS ADDRESS CITY, STATE, ZIP CODE +4

SEE ATTACHMENT

(5)A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

CORPORATION SERVICE COMPANY

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS: SUITE 200, 306 GAY STREET, NASHVILLE, TN 37201

(6) INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE:

BLOCK 5A OR 5B THERE IS AN ADDITIONAL \$10 FILING FEE AND \$10.00 PRIVILEGE TAX FOR A TOTAL OF \$20.00 REQUIRED FOR CHANGES MADE TO THE INFORMATION

(A) CHANGE OF REGISTERED AGENT:

(B) CHANGE OF REGISTERED OFFICE:

STREET	CITY	STATE	ZIP CODE +4	COUNTY
		TN		

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED BELOW

IF BLANK OR CHANGE PLEASE CHECK APPROPRIATE BOX:

- PUBLIC
- MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX UNLESS OTHERWISE INDICATED RELIGIOUS

(8) SIGNATURE

/s/ Sara Martin-Michels

(9) DATE

1-26-96

(10) TYPE PRINT NAME OF SIGNER:

Sara Martin-Michels

(11) TITLE OF SIGNER:

Asst. Sec.

** THIS REPORT MUST BE DATED AND SIGNED **

[SEAL]

CORPORATION ANNUAL REPORT

STATE OF TENNESSEE
SECRETARY OF STATE

SUITE 1800, JAMES K. POLK BUILDING

NASHVILLE, TN 37243-0306

FILING FEE — \$10.00; PRIVILEGE TAX — \$10.00; TOTAL AMOUNT DUE — \$20.00

CURRENT FISCAL YEAR CLOSING MONTH: IF DIFFERENT
CURRENT MONTH IS 12

THIS REPORT IS DUE ON OR BEFORE 4-1-97

(1) SECRETARY OF STATE CONTROL NUMBER: 0289046 OR FEDERAL EMPLOYER IDENTIFICATION NUMBER 62-1587878

(2a.) NAME AND MAILING ADDRESS OF CORPORATION:

CLEVELAND HOSPITAL CORPORATION
155 FRANKLIN ROAD, STE 400
BRENTWOOD, TN 37027

(2B.) STATE OR COUNTRY OF INCORPORATION:

TENNESSEE

(2D.) ADD OR CHANGE MAILING ADDRESS:

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

155 FRANKLIN ROAD, SUITE 400, BRENTWOOD, TN 37037

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE +4
--------	------	-------	-------------

** BLOCKS 4A AND 4B MUST BE COMPLETED OR THE ANNUAL REPORT WILL BE RETURNED **

(4) A NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.

(ATTACHED ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE +4
-------	------	------------------	--------------------------

See Addendum

B BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACHED ADDITIONAL SHEET IF NECESSARY.) o
SAME AS ABOVE o NONE

OR LISTED BELOW: NAME: BUSINESS ADDRESS CITY, STATE, ZIP CODE +4

See Addendum

(5)A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

Corporation Service Company

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

306 Gay Street

Ste. 200

Nashville, Davidson County, TN 37201

(6) INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE:

BLOCK 5A OR 5B THERE IS AN ADDITIONAL \$10 FILING FEE AND \$10.00 PRIVILEGE TAX FOR A TOTAL OF \$20.00 REQUIRED FOR CHANGES MADE TO THE INFORMATION

(A) CHANGE OF REGISTERED AGENT:

(B) CHANGE OF REGISTERED OFFICE:

STREET	CITY	STATE	ZIP CODE +4	COUNTY
500 Tallen Bldg.,	Two Union Square,	Chattanooga, TN	37402	Hamilton

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED BELOW

IF BLANK OR CHANGE PLEASE CHECK APPROPRIATE BOX:

- PUBLIC
- MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX UNLESS OTHERWISE INDICATED RELIGIOUS

(8) SIGNATURE

/s/ Sara Martin-Michels

(9) DATE

3-3-97

(10) TYPE PRINT NAME OF SIGNER:

Sara Martin-Michels

(11) TITLE OF SIGNER:

Asst. Secretary

** THIS REPORT MUST BE DATED AND SIGNED **

[SEAL]

CLEVELAND HOSPITAL CORPORATION

Control No. 0289046 EIN: 62-1587878

4.A. Officers:

Name	Title	Street Address
E. Thomas Charley	President	155 Franklin Road, #400 Brentwood, TN 37027
T. Mark Buford	Controller & Vice President	155 Franklin Road, #400 Brentwood, TN 37027
Barbara Groux	Vice President	155 Franklin Road, #400 Brentwood, TN 37027
Rodney R. Smith	Vice President	155 Franklin Road, #400 Brentwood, TN 37027
Barry E. Stewart	V.P. & Treasurer	155 Franklin Road, #400 Brentwood, TN 37027
Linda K. Parsons	Secretary	155 Franklin Road, #400 Brentwood, TN 37027
Sara Martin-Michels	Assistant Secretary	155 Franklin Road, #400 Brentwood, TN 37027

4.B. Board of Directors:

Ernest Bacon	Director	155 Franklin Road, #400 Brentwood, TN 37027
Linda K. Parsons	Director	155 Franklin Road, #400 Brentwood, TN 37027
T. Mark Buford	Director	155 Franklin Road, #400 Brentwood, TN 37027

RECEIVED

STATE OF TENNESSEE

2000 MAY 8 AM 8:00

RILEY DARNELL

SECRETARY OF STATE

[SEAL]

SECRETARY OF STATE

DIVISION OF BUSINESS SERVICES

James K. Polk Building, Suite 1800

Nashville, TN 77243-0306

MASS CHANGE OF REGISTERED OFFICE (BY AGENT)

Pursuant to the provisions of Sections 48-15-102 and 48-25-108 of the Tennessee Business Corporation Act, Sections 48-55-102 and 48-25-108 of the Tennessee Nonprofit Corporation Act, Section 48-208-102 of the Tennessee Limited Liability Company Act, Sections 61-2-104 and 61-2-904 of the Tennessee Revised Uniform Limited Partnership Act and Section 61.1-144 of the Tennessee Uniform Limited Partnership Act, the undersigned registered agent hereby submits this application to change its business address and the registered office address of the business noted below:

1. The names of the affected corporations, limited liability companies', limited partnerships and limited liability partnerships are identified in the attached list. The list also includes their S.O.S. control numbers, which list is incorporated herein by reference.
2. The street address of its current registered office is 500 Tallan Building — Two Union Square, Chattanooga, TN 37402-2571.
3. The name of the current registered agent is Corporation Service Company.
4. The street address (including county) of the new registered office is: 2908 Poston Avenue, Nashville, Tennessee 37203 (DAVIDSON)
5. After the change, the street addresses of the registered office and the business office of the registered agent will be identical.
6. The corporations, limited liability companies, limited partnerships and limited liability partnerships identified in the attached list have been notified of the change of address for the registered office.

May 1, 2000

/s/John H. Pelletier, Asst

Signature Date

Signature of Registered Agent

John H. Pelletier, Asst. VP

Printed or Typed Name

0279324	0285572	0290090	0297223	0'12249	03067 7	0310454	0315116	0318192	0313835	0321335	0324057
0279723	0285638	0290099	0297226	0302260	0306809	0310536	0315130	0318393	0319852	032'059	0324058
0229737	0225876	0290268	0297227	002403	0306823	0310541	0315179	0318395	0319899	0321936	0324192
0279858	0285928	0290349	0297289	0302404	0306854	0310894	0315211	0318425	0319910	0322005	0324281
0279904	0285931	0290432	0297123	0302427	0307002	0310959	0315217	0318457	0319911	03220+7	0324397
0279908	07'5934	0290756	0297503	0302499	0307238	0310991	0315353	0318484	0319919	0322018	0324398
0279966	0285010	0290849	0207599	0302502	0307260	0311040	0315354	0018488	0319920	0222019	0324399
0279989	0296032	0290850	0297698	0302615	0307328	0311086	0315422	0318489	0319974	0322020	0324400
0280022	0286050	0290856	0297890	0302625	0307383	0311.44	0315436	0318491	0319981	0322021	0324462
0280101	0286081	0291013	0297899	0301630	0307481	0311235	0315515	0318529	0320005	0322038	0324467
0280361	0286197	0201155	0297921	0302645	0307675	0311236	0315522	0318578	0320089	0322106	0324485
0280371	0286250	0291176	0298087	0302606	0307731	0311289	0315528	0318581	0320111	0322156	0324491
0280372	0286332	0291183	0298095	0302700	0307742	0311307	0315559	0318582	0320152	0322171	0324498
0280374	0286422	0291184	0299240	0392716	0307812	0311308	G 560	0313583	0320153	0322183	0324570
0280425	0286-401	0291212	0298356	0302718	0307817	0311770	0315585	0318601	0320197	0322184	0324571
0280478	02369-0	0201220	0298313	0302747	C10' v.:	0311895	0315594	0318660	0320207	0322232	0324575
0280581	0289681	0291249	0298583	0302046	C928030	0311901	0315606	0318870	0320239	0322290	0324581
0280635	0286703	0291335	0298819	0302996	0308031	0311908	0315731	0318705	0320258	0322297	0324582
0280636	0286768	0291412	0298368	0303007	0308098	0311999	0315734	0318771,	0320259.	0322334	0324672
0280715	0289770	0291626	0298979	0303019	0308106	0312178	0315772	031871-	0320304	0322361	0324709
0280824	0286772	0291693	0220-93	0303061	0308107	0312206	0315807	0318775	0320305	0322425	0324741
0280830	0286898	0291694	029E058	0303074	4308113	0312211	0315811	0318786	0320307	0322446	0324775
0280858	0286961	0251847	0299197	0303195	0308168	0312227	0315838	0318834	0320413	0322465	0324845
0280867	0286998	3291891	0'29375	0303197	0308171	0312354	0315901	031883	032094	0322476	0324890
0280881	0287025	2303107	0299394	0303201	0308180	0312467	0315913	0318840	0320475	0322480	0324903
0280959	0287082	292440	0299408	0303303	0008210	0092468	0315921	0318917	0320502	0322481	0324983
0281091	0287097	0292400	0299722	0303247	0048248	0312469	0315971	0318936	0320544	0322492	0324985
0281239	0287156	0292537	0299723	0303°80	0308309	0312529	0315'07	0318942	0320541	0322614	0325007
0281291	0287190	0292835	0299787	0033302	0308425	0312700	0316142	0319011	0303576	0322562	0325034
0281292	0287272	0292856	0299302	0303407	030 '37	0312920	0316143	0319072	0320589	0322563	0325125

0281293	0287489	0292866	0299835	u303554	0316491	0312933	0316157	0319070	0320940	0322569	0325241
0281307	0287681	0292892	0299952	0303673	0305561	0313058	0316288	0319151	032(336	0322712	0325295
0281477	0287096	0293388	0300000	02)3720	0308577	0313121	0316301	0319163	0320705	0322714	0325296
0281579	0287697	"203409	0300034	0303809	0008752	0313122	0316398	0319253	0320720	0322725	0325445
0281608	0287739	0293459	0300210	030388E	0308753	0310221	0316512	0319319	0020828	0322766	0305455
02:16a9	0287780	0293565	0300323	0303888	0308836	0310223	0316533	02.9397	0320829	0322769	0325509
0281610	0287819	0293736	030007-1	0303950	0308840	0313234	0316540	0319358	02'1843	03227:	0325604
0282146	0287826	0293900	0300531	0303964	0308849	0313428	0310:53	0319359	1-.0848	0322773	0325627
0282358	0287900	0294059	0300512	0304106	0308850	0313557	" ,554	0319360	0320977	0322813	0325631
0282387	0387918	0294142	03002,3	0004166	0308857	0313617	0316704	0319001	0320983	0322832	0325646
0282430	0287976	0294168	0300564	0304291	0308916	0313767	0316350	0319362	0321017	0323833	0335660
0282477	0288120	0294193	0300659	0304294	0308917	0313770	0316763	03193'13	0321040	0322869	0325•J1
0282560	0286136	0294304	0300667	0304382	0308923	0313880	0316874	0319354	0321123	0322872	0325662
0282576	0288161	0294409	0300668	0304445	0308925	0313896	0316875	0319365	0321162	0322876	03-5666
0282724	0288165	0294563	0300734	0304506	0308939	0313911	0217064	0010366	0321167	0322886	0325667
0282890	'0286175	0294581	0300826	0304524	0309047	0313912	0317107	0310367	0301173	0322887	0325071
0282898	0280211	0294872	0300827	03049'4	0309053	05.3015	0317155	0319368	032112'	0322915	0325675
0282899	0288251	0294764	0300836	03043	^-"1034	0313963	0317265	0319369	0321202	032206	0325678
0283051	0288517	0294914	0300898	030484,	0309660	0313964	0317412	0319370	U32 322	0323044	0035736
0283131	0288528	0294930	3300975	0304866	0303112	0313987	0317511	9P.0071	1121223	0323096	0325737
0283352	0288596	0295117	0301001	0304869	0309110	0313990	0317503	0319372	0321224	0323101	0325151
028335,	0288597	0295143	0301212	0304869	0309315	0314067	0317514	0319375	0321225	0323201	0325778
.0283782	0288598	0795231'	0301227	0304923	0309412	0314068	"917528	0319377	0321244	0323212	03:5818
0283808	0288599	029004/	0301253	0304956	0309473	031 402	0317530	0319378	0321246	0323263	0325894
0283915	0288600	0299522	0301254	0305053	0309510	0314120	0317589	0319379	0321247	0323272	0325902
0284031	02E8656	0295563	0501263	0305113	0309548	0314124	0317616	0319380	0321268	0323356	0325982
0284067	028867"	0295793	0301265	0300,63	0309597	0314176	0317633	0310381	0321302	0323389	02'9003
0284226	0288842	0295808	0301324	0305406	0309634	0314296	0317661	0319382	0321304	0323393	0326006
0284321	0288921	0223851	0331331	0305555	0309737	0314397	"*17683	0319383	0321370	0323425	0326007
3284340	0288954	0295989	0301386	0305063	0009797	C314443	03177'4	0319384	0321500	0323426	0320009

0284398	0289046	0296000	0301494	0305701	0309863	0314485	0317732	0319385	0321511	0323452	0326102
0284523	1289013	0296144	0301680	0305890	0309868	0314511	0317821	0319386	0321580	0323456	03201 2
020450	0289149	0296327	0301904	0305989	0309940	0304576	0317871	0319387	0321581	0323481	- 0326268
028459	0289236	0216430	0301961	0506604	C310031	031 1-2	0317924	0319339	0321583	0323563	0326350
0284676	02693-10	0296505	0301967	0306:10	03/0	031+, 3	0317947	0319396	0321584	0323610	0326364
0781841	0289415	0296565	030..971	03"5284	03100\$:i8	03,6-4	0318017	0319418	0321645	0323760	0326365
0;!4?"	0289580	0296591	0302055	0006390	0310106	031• 3	0318063	0319460	0321646	0323865	0326366
0286utu	0289581	0297003	0302056	0'005398	0310116	03117.1	0313083	0319497	0321673	0323957	0326383
0285176	0289582	0297050	0302067	0306441	0310173	0314231	0318135	0319576.	0321675	0323959	0328391
0285192	0289644	0297059	0102069	0300442	0313249	031479,	0318142	0319593	0321682	0323987	0326401
0289197	0289700	0297097	0302072	0306502	0310250	0314800	0318252	0319702	0321770	0323992	0326419
0285373	0289520	0297167	0302081	0306694	0310330	0310977	0318293	0319753	0701776	0224021	0326484
0285405	0289908	0297185	0302218	0306708	0310337	0314991	0218307	0319782	1788	0324055	0326506
0285409	0289909	0297199	0302219	0306718	0310446	0315101	0318315	0319834	e1834	0324056	0326507

Attachment to Mass Change of Registered Office for Corporation Service Company page 2 of 5 pages

State of Tennessee

Department of State

Corporate Filings

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

CHANGE OF REGISTERED

AGENT/OFFICE

(BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is CLEVELAND HOSPITAL CORPORATION
2. The street address of its current registered office is 2908 Poston Avenue, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is 1900 Church Street, Suite 400, Nashville, TN 37203
4. The name of the current registered agent is Corporation Service Company
5. If the current registered agent is to be changed, the name of the new registered agent is National Registered Agents, Inc.
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date: 11-4-03

Name of Corporation: CLEVELAND HOSPITAL CORPORATION

Signer's Capacity: Asst. Sec.

Signature: /s/Sherry Connelly

Name (typed or printed): Sherry Connelly

State of Tennessee

Department of State

Corporate Filings

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby makes this application:

1. The name of the corporation is Cleveland Hospital Corporation
2. The street address of its current registered office is 1900 Church Street, Suite 400, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is c/o Cleveland Community Hospital, 2800 Westside Drive, N.W., Cleveland (Bradley County), TN 37312
4. The name of the current registered agent is National Registered Agents,
5. If the current registered agent is to be changed, the name of the new registered agent is Jim Coleman, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date: 9-8-04

Name of Corporation: Cleveland Hospital Corporation

Signer's Capacity: Assistant Secretary

Signature: /s/Robin J. Keck

Name (typed or printed): Robin J. Keck

State of Tennessee

Department of State

Corporate Filings

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby sulks this application:

1. The name of the corporation is Cleveland Hospital Corporation
2. The street address of its current registered office is c/o Cleveland Community Hospital, 2800 Westside Drive, N.W., Cleveland, TN 37312
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is N/A
4. The name of the current registered agent is Jim Coleman, CEO
5. If the current registered agent is to be changed, the name of the new registered agent is Steve Patonai, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date: February 27, 2006

Name of Corporation: Cleveland Hospital Corporation

Signer's Capacity: Assistant Secretary

Signature: /s/Robin J. Keck

Name (typed or printed): Robin J. Keck

CORPORATION ANNUAL REPORT

Annual Report Filing Fee Due:

\$20, If no changes are made in block #6 to the registered agent/office, or \$40, If any changes are made
In block #6 to the registered agent/office

Please return completed form to:
TENNESSEE SECRETARY OF STATE Attn:
Annual Report
312 Eighth Ave, N, 6th Floor William R.
Snodgrass Tower Nashville, TN. 37243

CURRENT FISCAL YEAR IF DIFFERENT,
CLOSING MONTH: 12
CORRECT MONTH IS

THIS REPORT IS DUE ON OR BEFORE
04/01/06

(1) SECRETARY OF STATE CONTROL NUMBER: 0289046

(2A.) NAME AND MAILING ADDRESS OF CORPORATION:

CLEVELAND HOSPITAL CORPORATION

SHERRY CONNELLY

155 FRANKLIN RD-S400

BRENTWOOD, TN 37027

FOR PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION: TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

7100 COMMERCE WAY SUITE 100

BRENTWOOD, TN 37027

(3)A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE: 155 FRANKLIN RD #400, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

STREET: 7100 COMMERCE WAY SUITE 100

CITY: BRENTWOOD

STATE: TENNESSEE

ZIP CODE + 4: 37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.

(ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE NAME BUSINESS ADDRESS CITY. STATE, ZIP CODE + 4

PRESIDENT SEE ATTACHED LIST

SECRETARY

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.)

OR LISTED BELOW: NAME BUSINESS ADDRESS SAME AS ABOVE NONE CITY, STATE, ZIP CODE + 4

SEE ATTACHED LIST

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS: JIM COLEMAN, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

CLEVELAND COMM HOS, 2800 WESTSIDE DR, NW, CLEVELAND, TN 37312

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE:

STREET

CITY

STATE TN

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: PUBLIC

MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.

RELIGIOUS

(8) SIGNATURE /s/ ROBIN J. KECK

(9) DATE 2-16-06

(10) TYPE PRINT NAME OF SIGNER: ROBIN J. KECK

(11) TITLE OF SIGNER: ASST. SEC.

****THIS REPORT MUST BE DATED AND SIGNED****

CONTINUED ON BACK

CLEVELAND HOSPITAL CORPORATION

DIRECTORS

William S. Hussey

W. Larry Cash

Rachel A. Seifert

OFFICERS

William S. Hussey- president

W. Larry Cash-Exe VP/CFO

Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acq./Dev.
T. Mark Buford-VP(Controller
Robert A. Horrар, VP/Admin
Linda Parsons-VP/Iturn.Res.
Carolyn S. Lipp-SVP/Qual. & Resource Management
Terry H. Hendon – VP, Acquisitions & Dev.
Robert O. Horrар — VP, Business Development
Larry Carlton-VP, Revenue Mgmt.
Tim G. Marlette – VP, Materials Management
Kathie G. Thomas – VP, Home Health Services
Gerald A. Weissman – VP, Medical Staff Development
J. Gary Seay – VP and CIO
Sherry A. Mori-Asst. Sec
Robin J. Keck – Asst. Sec

ADDRESS FOR ALL OFFICERS & DIRECTORS: 7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

CORPORATION ANNUAL REPORT

Annual Report Filing Fee Due:

\$20, if no changes are made in block #6 to the registered agent/office, or \$40, if any changes are made in block #6 to the registered agent/office.

CURRENT FISCAL YEAR CLOSING MONTH: 12

THIS REPORT IS DUE ON OR BEFORE: 04/01/07

(1) SECRETARY OF STATE CONTROL Number 0289046

(2A.) NAME AND MAILING ADDRESS OF CORPORATION

CLEVELAND HOSPITAL CORPORATION

7100 COMMERCE WAY

SUITE 100

BRENTWOOD, TN 37027

D 01/10/1995 FOR PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION TENNESSEE

Please return completed form
to: TENNESSEE
SECRETARY OF STATE
Attn: Annual Report 312
Eighth Avenue N. 6th Floor
William R. Snodgrass Tower
Nashville, TN 37243

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

4000 MERIDIAN BLVD.

FRANKLIN, TN 37067

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

7100 COMMERCE WAY, SUITE 100, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

STREET CITY STATE ZIP CODE + 4

4000 MERIDIAN BLVD., FRANKLIN, TN 37067

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICE (ATTACH ADDITIONAL SHEET IF NECESSARY.)

SEE ATTACHED LIST

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE.) (ATTACH ADDITIONAL SHEET IF NECESSARY.)

SAME AS ABOVE, NONE, OR LISTED BELOW:

Name Business Address City, State, Zip Code + 4

SEE ATTACHED LIST

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS: STEVE PATONAI, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

%CLEVELAND COMM HOS, 2800 WESTSIDE DR, NW, CLEVELAND, TN 37312

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(i.) CHANGE OF REGISTERED AGENT:

(ii.) CHANGE OF REGISTERED OFFICE (Street Address): C/O SKYRIDGE MEDICAL CENTER, 2305 CHAMBLISS AVE. NW,

(City) CLEVELAND (State) TN (Zip Code +4) 37311-3847 (COUNTY) BRADLEY

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS, OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: PUBLIC

MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK

RELIGIOUS

(8) SIGNATURE /s/ ROBIN J. KECK

(9) DATE 2-16-06

(10) TYPE PRINT NAME OF SIGNER: ROBIN J. KECK

(11) TITLE OF SIGNER: ASST. SEC.

****THIS REPORT MUST BE DATED AND SIGNED****

CONTINUED ON BACK

CLEVELAND HOSPITAL CORPORATION

DIRECTORS:

William S. Hussey

W. Larry Cash

Rachel A. Seifert

1.4 GP

OFFICERS:

William S. Hussey-President

W. Larry Cash-Exec VP/CFO

Rachel A. Seifert-SVP/Sec/Gen Counsel

Martin G. Schweinhart-SVP, Operations

Kenneth D. Hawkins — SVP, Acq./Dev.

James W. Doucette-VP, Finance and Treasurer

T. Mark Buford-VP/Controller

Robert A. Horrар, VP/Admin

Linda Parsons-VP/Hum.Res.

Carolyn S. Lipp-SVP/Qual. & Resource Management

J. Gary Seay-VP & CIO

Gerald A. Weissman-VP, Medical Staff Development

Terry H. Hendon – VP, Acquisitions & Dev.

Robert O. Horrар — VP, Business Development

Larry Carlton-VP, Revenue Management

Tim G. Marlette – VP, Materials Mgmt.

Kathie G. Thomas – VP, Home Health Services

Sherry A. Mori-Asst. Sec

Robin J. Keck – Asst. Sec

Address for all officers and directors: 4000 Meridian Blvd., Franklin, TN 37067

BYLAWS OF
CLEVELAND HOSPITAL CORPORATION
ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Nashville, State of Tennessee.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the

corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Tennessee or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the

corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or

similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant

Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Act (the "Tennessee Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Florida, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened

to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Tennessee Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Tennessee Code, nor an actual

determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 10th day of January, 1995.

REFERENCE NUMBER	DATE FILED	FILING TYPE	NAM	DUR	STK	FILING PRN	ACTION OFC	AGT	INC	MAL	FYC
4956-0500	11/06/2003	AGENT/OFFICE						X	X		
5195-1341	07/27/2004	ASSUMED-ADD									
5195-1342	07/27/2004	ASSUMED-ADD									
5195-1343	07/27/2004	ASSUMED-ADD									
5195-1344	07/27/2004	ASSUMED-ADD									
5195-1345	07/27/2004	ASSUMED-ADD									
5195-1346	07/27/2004	ASSUMED-CHANGE									
5195-1347	07/27/2004	ASSUMED-CHANGE									
5239-1685	09/20/2004	AGENT/OFFICE						X	X		
5740-1000	03/29/2006	AN RPT				X					
5812-0104	06/19/2006	ASSUMED-ADD									
6012-0287	03/30/2007	AN RPT				X					

FOR: REQUEST FOR COPIES ON DATE: 07/02/07

FROM:
CAPITAL FILING SERVICE (CFS)
8161 HIGHWAY 100
#172
NASHVILLE, TN 37221-0000

ON DATE: 07/02/07

FEES

RECEIVED: \$280.00 \$ 0.00

TOTAL PAYMENT RECEIVED: \$280.00

RECEIPT NUMBER: 00004231100

ACCOUNT NUMBER: 00101230

[seal]

/s/ Riley C. Darnell
RILEY C. DARNELL SECRETARY OF STATE

CHARTER
OF
DYERSBURG HOSPITAL CORPORATION

The undersigned person, having capacity to contract and acting as the incorporator of a corporation for profit under the Tennessee Business Corporation Act, hereby adopts the following Charter for such corporation:

1. The name of the corporation is: Dyersburg Hospital Corporation.
 2. The corporation's initial registered office is located at 2908 Poston Avenue, Nashville, Tennessee 37203, County of Davidson. The initial registered agent at that office is Corporation Service Company.
 3. The name and address of the incorporator is Kimberly A. Wright, Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
 4. The address of the principal office of the corporation shall be Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
 5. The corporation is for profit.
 6. The corporation is authorized to issue one thousand (1,000) shares of common stock, no par value.
 7. The business and affairs of the corporation shall be managed by a Board of Directors:
 - a. The number of directors and their term shall be specified in the Bylaws of the corporation;
 - b. Whenever the Board of Directors is required or permitted to take any action by vote, such action may be taken without a meeting on written consent setting forth the action so taken, signed by all of the directors, indicating each signing directors vote or abstention. The affirmative vote of the number of directors that would be necessary to authorize or to take such action at a meeting is an act of the Board of Directors;
 - c. Any or all of the directors may be removed with cause by a majority vote of the entire Board of Directors.
 8. To the fullest extent permitted by the Tennessee Business Corporation Act as the same may be amended from time to time, a director, officer or incorporator of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty in such capacity. If the Tennessee Business Corporation Act is amended, after approval by the shareholders of this provision, to authorize corporate action further eliminating or limiting the personal liability of a director, officer or incorporator then the liability of a director, officer or incorporator of the corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended from time to time. Any repeal or
-

modification of this Section 8 by the shareholders of the corporation shall not adversely affect any right or protection of a director, officer or incorporator of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

9. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or incorporator of the corporation or is or was serving at the request of the corporation as a director, officer, manager or incorporator of another corporation or as a partner or trustee of a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, manager or incorporator or in any other capacity while serving as a director, officer, manager or incorporator, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Act, as the same may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including but not limited to counsel fees, judgments, fines, ERISA, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, manager or incorporator and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. The right to indemnification conferred in this Section 9 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses incurred by an Indemnitee shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnitee is not entitled to be indemnified for such expenses under this Section 9 or otherwise, the Indemnitee furnishes the corporation with a written affirmation of his or her good faith belief that he or she has met the standards for indemnification under the Tennessee Business Corporation Act, and a determination is made that the facts then known to those making the determination would not preclude indemnification.

The corporation may indemnify and advance expenses to an officer, employee or agent who is not a director to the same extent as to a director by specific action of the corporation's Board of Directors or by contract.

The rights to indemnification and to the advancement of expenses conferred in this Section 9 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, this Charter, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, and the corporation is hereby permitted to grant additional rights to indemnification and advancement of expenses, to the fullest extent permitted by law, by resolution of directors, or an agreement providing for such rights.

The corporation may maintain insurance, at its expense, to protect itself and any director, officer, manager, employee or agent of the corporation or of another corporation, partnership joint venture, limited liability company, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Act.

Dated this 28th day of October, 2002.

/s/ Kimberly A. Wright

Kimberly A. Wright, Incorporator

State of Tennessee

Department of State

Corporate Filings

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Dyersburg Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Dyersburg Regional Medical Center

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date November 20, 2002

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Kimberly A. Wright

Name (typed or printed) Kimberly A. Wright

State of Tennessee

Department of State

Corporate Filings

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Dyersburg Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is West Tennessee Regional Private Healthcare Services

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date 12-31-02

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Sherry A. Connelly

Name (typed or printed) Sherry A. Connelly

State of Tennessee

Department of State

Corporate Filings

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Dyersburg Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is West Tennessee Home Health Agency

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date 12-31-02

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Sherry A. Connelly

Name (typed or printed) Sherry A. Connelly

State of Tennessee

Department of State

Corporate Filings

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Dyersburg Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Ambulance Service of Dyersburg

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date 12-31-02

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Sherry A. Connelly

Name (typed or printed) Sherry A. Connelly

State of Tennessee

Department of State

Corporate Filings

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

CHANGE OF REGISTERED AGENT/OFFICE (BY CORPORATION)

For Office Use Only

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Dyersburg Hospital Corporation
2. The street address of its current registered office is 2908 Poston Avenue, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is 1900 Church Street, Suite 400, Nashville, TN 37203
4. The name of the current registered agent is Corporation Service Company
5. If the current registered agent is to be changed, the name of the new registered agent is National Registered Agents, Inc.
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date 10-22-03

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Asst. Sec.

/s/ Kimberly A. Wright

Name (typed or printed) Kimberly A. Wright

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only 2004 JUL 27 RILEY DARNELL SECRETARY OF STATE

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Dyersburg Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Regional Home Care, Lexington

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date July 9, 2004

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Robin J. Keck

Name (typed or printed) Robin J. Keck

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only 2004 JUL 27 RILEY DARNELL SECRETARY OF STATE

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Dyersburg Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Regional Home Care, Martin

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date July 9, 2004

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Robin J. Keck

Name (typed or printed) Robin J. Keck

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only 2004 JUL 27 RILEY DARNELL SECRETARY OF STATE

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Dyersburg Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Regional Home Care, McKenzie

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date July 9, 2004

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Robin J. Keck

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only 2004 JUL 27 RILEY DARNELL SECRETARY OF STATE

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Dyersburg Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Regional Home Care, Selmer

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date July 9, 2004

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Robin J. Keck

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only 2004 JUL 27 RILEY DARNELL SECRETARY OF STATE

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Dyersburg Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Regional Home Care, Brownsville

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date July 9, 2004

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Robin J. Keck

APPLICATION FOR CHANGE OF ASSUMED CORPORATE NAME

For Office Use Only 2004 JUL 27 RILEY DARNELL SECRETARY OF STATE

Pursuant to the provisions of Section 48-14-101(e) of the Tennessee Business Corporation Act or Section 48-54-101(e) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Dyersburg Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to cease transacting business under an assumed corporate name by changing it.
4. The corporation is for profit.

The corporation is nonprofit.

[NOTE: Please strike the sentence which does not apply to this corporation.]

5. The assumed corporate name to be changed from is West Tennessee Home Health Agency
6. The assumed corporate name to be changed from is Regional Home Care, Dyersburg

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date July 9, 2004

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Robin J. Keck

APPLICATION FOR CHANGE OF ASSUMED CORPORATE NAME

For Office Use Only 2004 JUL 27 RILEY DARNELL SECRETARY OF STATE

Pursuant to the provisions of Section 48-14-101(e) of the Tennessee Business Corporation Act or Section 48-54-101(e) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Dyersburg Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to cease transacting business under an assumed corporate name by changing it.
4. The corporation is for profit.

The corporation is nonprofit.

[NOTE: Please strike the sentence which does not apply to this corporation.]

5. The assumed corporate name to be changed from is West Tennessee Regional Private Healthcare Services
6. The assumed corporate name to be changed from is Regional Home Care, Jackson

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date July 9, 2004

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Robin J. Keck

Name (typed or printed) Robin J. Keck

CHANGE OF REGISTERED AGENT/OFFICE (BY CORPORATION)

For Office Use Only

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Dyersburg Hospital Corporation
2. The street address of its current registered office is 1900 Church Street, Suite 400, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is c/o Dyersburg Regional Medical Center, 400 Tickle Street, Dyersburg (Dyer County), TN 38024
4. The name of the current registered agent is National Registered Agents, Inc.
5. If the current registered agent is to be changed, the name of the new registered agent is Coleman Foss, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date 9-8-04

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Asst. Sec.

/s/ Robin J. Keck

Name (typed or printed) Robin J. Keck

CORPORATION ANNUAL REPORT

Please return completed form to:

TENNESSEE SECRETARY OF STATE

Attn: Annual Report

312 Eighth Avenue N, 6th Floor

William R. Snodgrass Tower

Nashville, TN 37243

Annual Report Filing Fee Due:

\$20, if no changes are made in block #6 to the registered agent/office, or

\$40, if any changes are made in block #6 to the registered agent/office

CURRENT FISCAL YEAR CLOSING MONTH: 12 IF DIFFERENT,

CORRECT MONTH IS _____

THIS REPORT IS DUE ON OR BEFORE 04/01/06

(1) SECRETARY OF STATE CONTROL NUMBER: 0435828

(2A.) NAME AND MAILING ADDRESS OF CORPORATION:

DYERSBURG HOSPITAL CORPORATION

155 FRANKLIN ROAD

BRENTWOOD, TN 37027

(2B.) STATE OR COUNTRY OF INCORPORATION: TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

7100 COMMERCE WAY SUITE 100

BRENTWOOD, TN 37027

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

155 FRANKLIN ROAD, STE 400, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

STREET
7100 COMMERCE WAY SUITE 100

CITY
BRENTWOOD

STATE
TN

ZIP CODE +4
37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.

(ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS	ADDRESS	CITY, STATE, ZIP CODE +4
-------	------	----------	---------	--------------------------

PRESIDENT SEE ATTACHED LIST

SECRETARY

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACHED ADDITIONAL SHEET IF NECESSARY.) SAME AS ABOVE NONE

OR LISTED BELOW: NAME: BUSINESS ADDRESS CITY, STATE, ZIP CODE +4

SEE ATTACHED LIST

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

COLEMAN FOSS, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

% DYERSBURG REG MED, 400 TICKLE STREET, DYERSBURG, TN 38024

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE:

(I) CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE: STREET CITY STATE TN ZIP CODE +4 COUNTY

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR CHANGE PLEASE CHECK APPROPRIATE BOX:

PUBLIC

MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

(8) SIGNATURE /s/ Robin J. Keck

(9) DATE 2-16-06

(10) TYPE PRINT NAME OF SIGNER: /s/ Robin J. Keck

(11) TITLE OF SIGNER: Asst. Sec.

** THIS REPORT MUST BE DATED AND SIGNED **

CONTINUED ON BACK

DYERSBURG HOSPITAL CORPORATION

DIRECTORS

William S. Hussey

W. Larry Cash

Rachel A. Seifert

OFFICERS

William S. Hussey – President

W. Larry Cash-Exe VP/CFO

Rachel A. Seifert-SVP/Sec/Gen Counsel

Martin G. Schweinhart – SVP, Operations

Kenneth D. Hawkins – SVP, Acquisitions and Development

James W. Doucette – VP, Finance and Treasurer

T. Mark Buford – VF/Controller

Robert A. Horrar, VP/Admin

Linda Parsons – VP/Hum.Res.

Carolyn S. Lipp – SVP/Qual.& Resource Management

Terry H. Hendon – VP, Acquisitions & Dev.

Robert O. Horrar — VP, Business Development

Larry Carlton-VP, Revenue Management

Tim G. Marlette – VP, Materials Management

Kathie G. Thomas VP, Home Health Services

Gerald A. Weissman – VP, Medical Staff Development

J. Gary Seay – VP and CIO

Sherry A. Mori-Asst. Sec.

Robin J. Keck – Astd. Sec

ADDRESS FOR ALL OFFICERS & DIRECTORS: 7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

State of Tennessee

Department of State

Corporate Filings

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, TN 37243

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only 2006 JUN 19 RILEY DARNELL SECRETARY OF STATE

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Dyersburg Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Dyersburg Emergency Physicians

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date June 9, 2006

Name of Corporation Dyersburg Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Robin J. Keck

Name (typed or printed) Robin J. Keck

PLEASE RESPOND TO WRITER AT:

Direct Dial: (615) 465-7363

Fax: (615) 373-9704

COMMUNITY

HEALTH

SYSTEMS

7100 Commerce Way

Suite 100

Brentwood, TN 37027

Tel: (615) 465-7000

P.O. Box 217

Brentwood, TN

37024-0217

June 15, 2006

Via Certified Mail – Return Receipt Requested

Tennessee Secretary of State

Corporate Filings

312 Eighth Avenue North, 6th Floor

Nashville, TN 37243

Re: Application for Registration of Assumed Corporate Name for Dyersburg Hospital Corporation

Dear Sir or Madam:

Enclosed please find an Application for Registration of Assumed Corporate Name for Dyersburg Hospital Corporation d/b/a Dyersburg Emergency Physicians and a check for \$20.00. Please return evidence of the filing to me at your convenience.

I can be reached at (615) 465-7363 should you have any questions or concerns. Thank you for your assistance.

Very truly yours,

/s/ Robin Joi Keck

Robin Joi Keck

Paralegal

/rjk

enclosures

CORPORATION ANNUAL REPORT

Please return completed form to:

TENNESSEE SECRETARY OF STATE

Attn: Annual Report
312 Eighth Avenue N, 6th Floor
William R. Snodgrass Tower
Nashville, TN 37243

Annual Report Filing Fee Due:

\$20, if no changes are made in block #6 to the registered agent/office, or

\$40, if any changes are made in block #6 to the registered agent/office

CURRENT FISCAL YEAR CLOSING MONTH: 12 IF DIFFERENT,

CORRECT MONTH IS _____

THIS REPORT IS DUE ON OR BEFORE 04/01/06

(1) SECRETARY OF STATE CONTROL NUMBER: 0435828

(2A.) NAME AND MAILING ADDRESS OF CORPORATION:

DYERSBURG HOSPITAL CORPORATION

155 FRANKLIN ROAD

BRENTWOOD, TN 37027

(2B.) STATE OR COUNTRY OF INCORPORATION: TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

7100 COMMERCE WAY SUITE 100

BRENTWOOD, TN 37027

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

155 FRANKLIN ROAD, STE 400, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

7100 COMMERCE WAY SUITE 100

STREET

CITY
BRENTWOOD

STATE
TN

ZIP CODE +4
37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.

(ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE +4
-------	------	------------------	--------------------------

PRESIDENT	SEE ATTACHED LIST		
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SECRETARY

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACHED ADDITIONAL SHEET IF NECESSARY.) SAME AS ABOVE NONE

OR LISTED BELOW: NAME: BUSINESS ADDRESS CITY, STATE, ZIP CODE +4

SEE ATTACHED LIST

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

COLEMAN FOSS, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

% DYERSBURG REG MED, 400 TICKLE STREET, DYERSBURG, TN 38024

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE:

(I) CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE: STREET CITY STATE TN ZIP CODE +4 COUNTY

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR CHANGE PLEASE CHECK APPROPRIATE BOX:

PUBLIC

MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK [] RELIGIOUS

(8) SIGNATURE /s/ Robin J. Keck

(9) DATE 2-16-06

(10) TYPE PRINT NAME OF SIGNER: /s/ Robin J. Keck

(11) TITLE OF SIGNER: Asst. Sec.

* * THIS REPORT MUST BE DATED AND SIGNED * *

CONTINUED ON BACK

DYERSBURG HOSPITAL CORPORATION

DIRECTORS:

William S. Hussey

W. Larry Cash

Rachel A. Seifert

OFFICERS:

William S. Hussey – President

W. Larry Cash – Exec VP/CFO

Rachel A. Seifert – SVP/Sec/Gen Counsel

Martin G. Schweinhart – SVP, Operations

Kenneth D. Hawkins – SVP, Acquisitions and Development

James W. Doucette – VP, Finance and Treasurer

T. Mark Buford – VP/Controller

Robert A. Horrar — VP/Admin

Linda Parsons – VP/Hum.Res.

Carolyn S. Lipp – SVP/Qual. & Resource Management

J. Gary Seay – VP & CIO

Gerald A. Weissman – VP, Medical Staff Development

Terry H. Hendon – VP, Acquisitions & Dev.

Robert O. Horrar – VP, Business Development

Larry Carlton – VP, Revenue Management

Tim G. Marlette – VP, Materials Mgmt.

Kathie G. Thomas – VP, Home Health Services

Sherry A. Mori – Asst. Sec

Robin J. Keck – Asst. Sec

Address for all officers and directors: 4000 Meridian Blvd., Franklin, TN 37067

BYLAWS OF
DYERSBURG HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Nashville, County of Davidson, State of Tennessee.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Tennessee or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Tennessee, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if

such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Tennessee Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 29th day of October, 2002.

Secretary of State
 Division of Business Services
 312 Eighth Avenue North
 6th Floor, William R. Snodgrass Tower
 Nashville, Tennessee 37243

ISSUANCE DATE: 07/02/2007
 REQUEST NUMBER: 07183568
 CHARTER/QUALIFICATION DATE: 04/14/1993
 STATUS: ACTIVE
 CORPORATE EXPIRATION DATE: PERPETUAL
 CONTROL NUMBER: 0264618
 JURISDICTION: TENNESSEE

TO:
 CFS
 8161 HWY 100
 NASHVILLE, TN 37221

REQUESTED BY:
 CFS
 8161 HWY 100
 NASHVILLE, TN 37221

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT "HOSPITAL OF MORRISTOWN, INC." WAS INCORPORATED OR QUALIFIED TO DO BUSINESS IN THE STATE OF TENNESSEE ON THE ABOVE DATE, AND THAT THE ATTACHED DOCUMENT(S) WAS/WERE FILED IN OFFICE ON THE DATE(S) AS BELOW INDICATED:

REFERENCE NUMBER	DATE FILED	FILING TYPE	FILING ACTION									
			NAM	DUR	STK	PRN	OFC	AGT	INC	MAL	FYC	
2681-0334	04/14/1993	CHART-PROFIT										
2699-2567	06/07/1993	ASSUMED-ADD										
2894-1498	09/23/1994	AGENT/OFFICE					X			X		
3044-1163	08/21/1995	ASSUMED-ADD										
3064-0812Q	10/05/1995	AGENT/OFFICE					X					
3904-0013	05/08/2000	OFFICE CHANGE					X					
4956-0538	11/06/2003	AGENT/OFFICE					X			X		
5239-1692	09/20/2004	AGENT/OFFICE					X			X		
5418-3367	04/04/2005	AN RPT					X					
5513-0927	07/21/2005	ASSUMED-ADD										
5513-0928	07/21/2005	ASSUMED-ADD										
5513-0929	07/21/2005	ASSUMED-ADD										
5734-0876	03/27/2006	AN RPT					X					X
6012-0380	03/30/2007	AN RPT					X					X

FOR: REQUEST FOR COPIES

FROM:
CAPITAL FILING SERVICE (CFS)
8161 HIGHWAY 100
#172
NASHVILLE, TN 37221-0000

ON DATE: 07/02/07

FEEs
RECEIVED: \$280.00 \$0.00
TOTAL PAYMENT RECEIVED: \$280.00
RECEIPT NUMBER: 00004231100
ACCOUNT NUMBER: 00101230

/s/ Riley C. Darnell
Name: Riley C. Darnell
Secretary of State

CHARTER
OF
HOSPITAL OF MORRISTOWN, INC.

The undersigned, having capacity to contract and acting as the Incorporator for the above listed corporation under the Tennessee Business Corporation Act, adopts the following charter for such corporation:

- I. The name of the corporation is Hospital of Morristown, Inc.
2. (a) The complete address of the corporation's initial registered office in Tennessee is 530 Gay Street, Knox County, Knoxville, Tennessee 37902.
(b) The name of the initial registered agent, to be located at the address listed in 2(a) is C T Corporation System.
3. The name and complete address of the incorporator is Sara Martin-Michels, 414 Union Street, Suite 1200, Davidson County, Nashville, Tennessee 37219-1777.
4. The complete address of the corporation's principal office is 726 McFarland Street, Hamblen County, Morristown, Tennessee 37814.
5. The corporation is for profit.
6. The number of shares that the corporation is authorized to issue is Thousand (1,000) shares of \$.01 par value common stock which shall have unlimited voting rights and the right to receive the net assets of the corporation upon dissolution of the corporation.
7. The business and affairs of the corporation shall be managed by a Board of Directors. The number of directors and their term shall be specified in the Bylaws of the corporation.
8. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 48-18-304 of the Tennessee Business Corporation Act (the "Tennessee Code") or (iv) for any transaction from which the director derives an improper personal benefit. If the Tennessee Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the usability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Code, as so amended.

Any repeal modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation at the time of repeal or modification.

9. Indemnification:

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil,

criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnatee”), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Tennessee as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys’ fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue with respect to an indemnatee who has ceased to be a director or officer and shall inure to the benefit of the indemnatee’s heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnatee in connection with a proceeding initiated by such indemnatee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Tennessee Code requires, an advancement of expenses incurred by an indemnatee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnatee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnatee to Bring Suit. if a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnatee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnatee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnatee to enforce a right to indemnification hereunder (but not a suit brought by the indemnatee to enforce a right to an advancement of expenses) shall be a defense that, and (u) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to such expenses upon a final adjudication that, the indemnatee has not met the applicable standard of conduct set forth in the Tennessee Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnatee has met the applicable standard of conduct forth in the Tennessee Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnatee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnatee, shall be a defense to such suit. In any suit brought by the indemnatee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnatee is

not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Charter or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Tennessee Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Dated this 13th day of April, 1993.

/s/ Sara Martin-Michels

Name: Sara Martin-Michels Incorporator

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

Pursuant to the provisions of on 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Hospital of Morristown, Inc.
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name
4. The corporation is for profit.

[NOTE: Please strike the sentence which does not apply to this corporation.]

5. The assumed corporate name the corporation proposes to use is Lakeway Regional Hospital

(NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.)

Signature Date

May 28, 1993

Name of Corporation

Hospital of Morristown, Inc.

/s/ Linda K. Parsons

Name: Linda K. Parsons, Secretary

CHANGE OF REGISTERED AGENT/OFFICE (BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is:

HOSPITAL OF MORRISTOWN, INC.

2. The street address of its current registered office is:

530 Gay Street, Knoxville, TN 37902

3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the country in which the office is located is:

306 Gay Street, Suite 200
Nashville, TN 37201

4. The name of the current registered agent is:

CT Corporation System

5. If the current registered agent is to be changed, the name of the new registered agent is:

Corporation Service Company

6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date

September, 19, 1994

Name of Corporation

HOSPITAL OF MORRISTOWN, INC.

/s/ Sara Martin-Michels

Name: Sara Martin-Michels, Assistant Secretary

CHANGE OF REGISTERED AGENT/OFFICE (BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is:

HOSPITAL OF MORRISTOWN, INC.

2. The street address of its current registered office is:

530 Gay Street, Knoxville, TN 37902

3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the country in which the office is located is:

306 Gay Street, Suite 200
Nashville, TN 37201

4. The name of the current registered agent is:

CT Corporation System

5. If the current registered agent is to be changed, the name of the new registered agent is:

Corporation Service Company

6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date

September, 19, 1994

Name of Corporation

HOSPITAL OF MORRISTOWN, INC.

/s/ Sara Martin-Michels

Name: Sara Martin-Michels, Assistant Secretary

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Hospital of Morristown, Inc.
2. The state of incorporation is Tennessee.
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The corporation is for profit.
5. The assumed corporate name the corporation proposes to use is:

Morristown Professional Building

HOSPITAL OF MORRISTOWN, INC.

/s/ Sara Martin-Michels

Name: Sara Martin-Michels, Assistant Secretary

CHANGE OF REGISTERED OFFICE (BY AGENT)

Pursuant to the provisions of Section 48-15-102 or 28-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned agent hereby submits this application:

1. The names of the corporations

Domestic Corporations

- 0265119 1. COMMUNITY HEALTH PLAN, INC. OF TENNESSEE
- 2. ABTRE, INC. 0297059
- 0001478 3. APPALACHIAN NATIONAL CORPORATION
- 4. APPALACHIAN NATIONAL AGENCY, INC. 0081475
- 0156030 5. BLANTON/HARRELL, INC.
- 6. BLANTON/HARRELL TOUR MANAGEMENT, INC. 0156033
- 0297890 7. CAPITOL COMMUNICATIONS COOPERATIVE LIMITED
- 8. CENTURY FINANCE COMPANY OF TENNESSEE 0005597
- 0297835 9. CROCKETT GAS CORPORATION
- 10. DEB OF TENNESSEE, INC. 0164778
- * 11. DR-SUB, INC.
- 0221719 12. EAST TENNESSEE HEALTH SYSTEMS. INC.
- 13. FLOYD GARRETT'S MUSCLE CARS, INC. 0261695
- 0278107 14. GH-GREENEVILLE, INC.
- 15. HENDERSONVILLE INDUSTRIAL TOOL CO., INC 0105797
- 0243359 16. HILLSIDE HOSPITAL, INC.
- 17. HILLSIDE MEDICAL CLINIC, INC. 0276831
- 0300140 18. HOME MEDICAL SUPPLY, INC.
- *19. HOSPITAL CORPORATION OF WHITE COUNTY
- 0264618 20. HOSPITAL OF MORRISTOWN, INC.

2. The street address of its current registered office is 306 Gay Street, Suite 200, Nashville, TN 37201.

3. The name of the current registered agent is Corporation Service Company.

4. The street address of the new registered office, the zip code of such office, and the county in which the office is located is 500 Tallan Bldg., Two Union Square, Chattanooga, TN 37402-2571.

5. After the change, the street addresses of the registered office and the business office of the registered agent will be identical.

6. The corporation has been notified of the change of address for the registered office.

Signature Date

September 22, 1995

Name of Corporation

Corporation Service Company

/s/ Bruce R. Winn
Name: Bruce R. Winn, Vice President

SECRETARY OF STATE
DIVISION OF BUSINESS SERVICES
James K. Polk Building, Suite 1800
Nashville, TN 37243-0306

MASS CHANGE OF REGISTERED OFFICE (BY AGENT)

Pursuant to the provisions of Sections 48-15-102 and 48-25-108 of the Tennessee Business Corporation Act, Sections 48-55-102 and 48-05- 108 of the Tennessee Nonprofit Corporation Act, Section 48-208-102 of the Tennessee Limited Liability Company Act, Sections 61-2-104 and 61-2-904 of the Tennessee Revised Uniform Limited Partnership Act, and Section 61-1-144 of the Tennessee "Uniform Limited Partnership Act, the undersigned registered agent hereby submits this application to change its business address and the registered office . addresses of the businesses noted below:

1. The names of the affected corporations, limited liability companies, limited partnerships and limited liability partnerships are identified in the attached list by their S.O.S. control numbers, which list is incorporated herein by reference.
2. The street address of Its current registered office is 500 Tallan Building — Two Union Square, Chattanooga, TN .7402-2571.
3. The name of the current registered agent is Corporation Service Company.
4. The street address (including county) of the new registered office is:
2908 Poston Avenue, Nashville, Tennessee 37203 (DAVIDSON)
5. After the change, the street addresses of the registered and the business office of the registered agent will be identical.
6. The corporations, limited liability companies limited partnerships and limited liability partnerships identified in the attached list have been notified of the change of address for the registered office.

Signature Date
May 1, 2000

Signature of Registered Agent
/s/ John H. Pelletier
Name: John H. Pelletier, Asst. VP

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

For Office
Use Only

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is HOSPITAL OF MORRISTOWN, INC.
2. The street address of its current registered office is 2908 Poston Avenue, Nashville, TN 37203
3. If the current registered office is to be changed the street address of the new registered office, the zip code of such office, and the county in which the office is located is 1900 Church Street, Suite 400, Nashville, TN 37203
4. The name of the current registered agent is Corporation Service Company
5. If the current registered agent is to be changed, the name of the new registered agent is National Registered Agents, Inc.
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date
10-22-03

Name of Corporation
HOSPITAL OF MORRISTOWN, INC.

/s/ Kimberly A. Wright
Name: Kimberly A. Wright, Assistant Secretary

SS-4427 (Rev 6/00) RDA 1678

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

For Office
Use Only

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is HOSPITAL OF MORRISTOWN, INC.
2. The street address of its current registered office is 1900 Church Street, Suite 400, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is c/o Lakeway Regional Hospital, 726 McFarland St., Morristown (Hamblen County), TN 37814
4. The name of the current registered agent is National Registered Agents, Inc.
5. If the current registered agent is to be changed, the name of the new registered agent is Priscilla Mills, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date
9-9-04

Name of Corporation
HOSPITAL OF MORRISTOWN, INC.

/s/ Robin J. Keck
Name: Robin J. Keck, Assistant Secretary

SS-4427 (Rev 6/00) RDA 1678

CORPORATION ANNUAL REPORT

Annual Report Flung Fee Due:

\$20, If no changes are made in block q66 to the registered agent/office, or

\$40, If any changes are made in block 115 to the registered agent/office

Please return completed form to:

TENNESSEE SECRETARY OF STATE

Attn: Annual Report

312 Eighth Ave. N, 6th Floor

William R. Snodgrass Tower

Nashville, TN. 37243

CURRENT FISCAL YEAR CLOSING MONTH: 12 IF DIFFERENT : CORRECT MONTH IS

THIS REPORT IS DUE ON OR BEFORE: 04/01/05

(1) SECRETARY OF STATE CONTROL NUMBER: 0264618

(2A) NAME AND MAILING ADDRESS OF CORPORATION

HOSPITAL OF MORRISTOWN, INC.

SHERRY CONNELLY

155 FRANKLIN RD-S400

BRENTWOOD, TN 37027

D 04/14/1993 FOR PROFIT

(2B.) STATE OR

COUNTRY OF

INCORPORATION

TENNESSEE

(2C.) ADD OR CHANGE

MAILING ADDRESS:

(3A) PRINCIPAL ADDRESS INCLUDING CITY STATE ZIP CODE

726 MCFARLAND ST.. MORRISTOWN. TN 37814

(B) CHANGE OF PRINCIPAL ADDRESS:

155 Franklin Road, Suite 400, Brentwood TN 37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS

(ATTACH ADDITIONAL SHEET IF NECESSARY)

TITLE:

President, See Attached List

Secretary

NAME

BUSINESS ADDRESS

CITY STATE ZIP CODE + 4

(5) BOARD OF DIRECTORS (NAMES. BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY)

SAME AS ABOVE NONE

TITLE:

President, See Attached List

Secretary

NAME

BUSINESS ADDRESS

CITY, STATE, ZIP CODE + 4

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

PRISCILLA MILLS, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS c/o LAKEWAY REG HOS, 155 FRANKLIN RD, S400, MORRISTOWN, TN 37814

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE:

STREET, CITY, STATE, ZIP CODE+4

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:

PUBLIC

MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION. PLEASE CHECK BOX IF BLANK

RELIGIOUS

(8) SIGNATURE

/s/ Robin J. Keck

(9) DATE

3-15-05

(10) TYPE PRINT NAME OF SIGNER

/s/ Robin J. Keck

(11) TITLE OF SIGNER:

Asst. Secretary

THIS REPORT MUST BE DATED AND SIGNED

HOSPITAL OF MORRISTOWN, INC.

DIRECTORS

T. Mark Buford
Linda K. Parsons

OFFICERS

William S. Hussey-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP;Controller
Robert A. Horrar, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual.& Resource Management
Terry H. Hendon — VP, Acquisitions & Dev.
Robert O. Horrar — VP, Business Development and Managed Care
Larry Carlton-VP, Revenue Management Sherry A. Connelly-Asst. Sec
Kimberly A. Wright -Asst. Sec
Robin J. Keck — Asst. Sec

Address for all officers and directors: 155 Franklin Road Suite 400, Brentwood, TN 37027

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

For Office
Use Only

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is HOSPITAL OF MORRISTOWN, INC.
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Lakeway Regional Hospital

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 49-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date
July 8, 2005

Name of Corporation
HOSPITAL OF MORRISTOWN, INC.

/s/ Robin J. Keck
Name: Robin J. Keck, Assistant Secretary

SS-4402 (Rev 4/01) Filing Fee: \$20 RDA 1720

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

For Office
Use Only

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is HOSPITAL OF MORRISTOWN, INC.
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Lakeway Regional Women's Imaging Center

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 49-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date
July 8, 2005

Name of Corporation
HOSPITAL OF MORRISTOWN, INC.

/s/ Robin J. Keck
Name: Robin J. Keck, Assistant Secretary

SS-4402 (Rev 4/01) Filing Fee: \$20 RDA 1720

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

For Office
Use Only

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is HOSPITAL OF MORRISTOWN, INC.
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Morristown Professional Building

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 49-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date
July 8, 2005

Name of Corporation
HOSPITAL OF MORRISTOWN, INC.

/s/ Robin J. Keck
Name: Robin J. Keck, Assistant Secretary

SS-4402 (Rev 4/01) Filing Fee: \$20 RDA 1720

CORPORATION ANNUAL REPORT

Annual Report Flung Fee Due:

\$20, If no changes are made in block q66 to the registered agent/office, or

\$40, If any changes are made in block 115 to the registered agent/office

Please return completed form to:

TENNESSEE SECRETARY OF STATE

Attn: Annual Report

312 Eighth Ave. N, 6th Floor

William R. Snodgrass Tower

Nashville, TN. 37243

CURRENT FISCAL YEAR CLOSING MONTH: 12 IF DIFFERENT : CORRECT MONTH IS

THIS REPORT IS DUE ON OR BEFORE: 04/01/06

(1) SECRETARY OF STATE CONTROL NUMBER: 0264618

(2A) NAME AND MAILING ADDRESS OF CORPORATION

HOSPITAL OF MORRISTOWN, INC.

SHERRY CONNELLY

155 FRANKLIN RD-S400

BRENTWOOD, TN 37027

D 04/14/1993 FOR PROFIT

(2B.) STATE OR

COUNTRY OF

INCORPORATION

TENNESSEE

(2C.) ADD OR CHANGE

MAILING ADDRESS:

7100 Commerce Way Suite

100

Brentwood, TN 37027

(3A) PRINCIPAL ADDRESS INCLUDING CITY STATE ZIP CODE

726 MCFARLAND ST.. MORRISTOWN. TN 37814

(B) CHANGE OF PRINCIPAL ADDRESS:

7100 Commerce Way Suite 100, Brentwood, TN 37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS

(ATTACH ADDITIONAL SHEET IF NECESSARY)

TITLE:

President, See Attached List

Secretary

NAME

BUSINESS ADDRESS

CITY STATE ZIP CODE + 4

(5) BOARD OF DIRECTORS (NAMES. BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY)

SAME AS ABOVE NONE

TITLE:

President, See Attached List

Secretary

NAME

BUSINESS ADDRESS

CITY, STATE, ZIP CODE + 4

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:
PRISCILLA MILLS, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS
c/o LAKEWAY REG HOS, MORRISTOWN, TN 37814

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE:

726 McFarland St., Tennessee

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:

- PUBLIC
- MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION. PLEASE CHECK BOX IF BLANK

- RELIGIOUS

(8) SIGNATURE

/s/ Robin J. Keck

(9) DATE

2-16-06

(10) TYPE PRINT NAME OF SIGNER

/s/ Robin J. Keck

(11) TITLE OF SIGNER:

Asst. Secretary

THIS REPORT MUST BE DATED AND SIGNED

HOSPITAL OF MORRISTOWN, INC.

DIRECTORS

T. Mark Buford
Linda K. Parsons

OFFICERS

William S. Hussey-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP/Controller
Robert A. Horrar, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual.& Resource Management
Terry H. Hendon – VP, Acquisitions & Dev.
Robert O. Horrar — VP, Business Development
Larry Carlton-VP, Revenue Management
Tim G. Marlette – VP, Materials Management
Kathie G. Thomas – VP, Home Health Services
Gerald A. Weissman – VP, Medical Staff Development
J. Gary Seay – VP and CIO
Sherry A. Mori-Asst. Sec
Robin J. Keck – Asst. Sec

ADDRESS FOR ALL OFFICERS AND DIRECTORS: 7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

My file stamped copy
of this change
of agent, shows
this change of Reg.
Office — The wrong
street address generated
on form is state's error.

CORPORATION ANNUAL REPORT

Annual Report Flung Fee Due:

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TENNESSEE SECRETARY OF STATE

Attn: Annual Report

312 Eighth Ave. N, 6th Floor

William R. Snodgrass Tower

Nashville, TN. 37243

CURRENT FISCAL YEAR CLOSING MONTH: 12 IF DIFFERENT : CORRECT MONTH IS THIS REPORT IS DUE ON OR BEFORE: 04/01/07

(1) SECRETARY OF STATE CONTROL NUMBER: 0264618

(2A) NAME AND MAILING ADDRESS OF CORPORATION

HOSPITAL OF MORRISTOWN, INC.

SHERRY CONNELLY

155 FRANKLIN RD-S400

BRENTWOOD, TN 37027

D 04/14/1993 FOR PROFIT

(2B.) STATE OR COUNTRY

OF INCORPORATION

TENNESSEE

(2C.) ADD OR CHANGE

MAILING ADDRESS:

4000 Meridian Blvd

Franklin, TN 37067

(3A) PRINCIPAL ADDRESS INCLUDING CITY STATE ZIP CODE

726 MCFARLAND ST.. MORRISTOWN. TN 37814

(B) CHANGE OF PRINCIPAL ADDRESS:

4000 Meridian Blvd., Franklin, TN 37067

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS

(ATTACH ADDITIONAL SHEET IF NECESSARY)

TITLE:

President, See Attached List

Secretary

NAME

BUSINESS ADDRESS

CITY STATE ZIP CODE + 4

(5) BOARD OF DIRECTORS (NAMES. BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY)

SAME AS ABOVE NONE

TITLE:

President, See Attached List

Secretary

NAME

BUSINESS ADDRESS

CITY, STATE, ZIP CODE + 4

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

PRISCILLA MILLS, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS

c/o LAKEWAY REG HOS, 155 FRANKLIN RD, S400, MORRISTOWN, TN 37814

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE:

STREET, CITY, STATE, ZIP CODE+4

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:

PUBLIC

MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION. PLEASE CHECK BOX IF BLANK

RELIGIOUS

(8) SIGNATURE

/s/ Robin J. Keck

(9) DATE

3-2-07

(10) TYPE PRINT NAME OF SIGNER

/s/ Robin J. Keck

(11) TITLE OF SIGNER:

Asst. Secretary

THIS REPORT MUST BE DATED AND SIGNED

HOSPITAL OF MORRISTOWN, INC.

DIRECTORS:

T. Mark Buford
Linda K. Parsons

OFFICERS:

William S. Hussey-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP/Controller
Robert A. Horrar, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual. & Resource Management
J. Gary Seay-VP & CIO
Gerald A. Weissman-VP, Medical Staff Development
Terry H. Hendon — VP, Acquisitions & Dev.
Robert O. Horrar — VP, Business Development
Larry Carlton-VP, Revenue Management
Tim G. Marlette — VP, Materials Mgmt.
Kathie G. Thomas — VP, Home Health Services
Sherry A. Mori-Asst. Sec
Robin J. Keck — Asst. Sec

Address for all officers and directors: 4000 Meridian Blvd., Franklin, TN 37067

BYLAWS OF
HOSPITAL OF MORRISTOWN, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Knoxville, State of Tennessee.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE H
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Tennessee or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall

be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its

members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the

corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Act (the "Tennessee Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal

representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Tennessee, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Tennessee Code requires, an advancement of expenses incurred by an indemnitee shall be made

only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Tennessee Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance

herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The undersigned officer of the corporation hereby confirms that the above bylaws were duly adopted as the bylaws of the corporation as of the 28th day of May, 1993.

/s/ Linda K. Parsons
Linda K. Parsons, Secretary

CHARTER
OF
JACKSON HOSPITAL CORPORATION

The undersigned person, having capacity to contract and acting as the incorporator of a corporation for profit under the Tennessee Business Corporation Act, hereby adopts the following Charter for such corporation:

1. The name of the corporation is: Jackson Hospital Corporation.
2. The corporation's initial registered office is located at 2908 Poston Avenue, Nashville, Tennessee 37203, County of Davidson. The initial registered agent at that office is Corporation Service Company.
3. The name and address of the incorporator is Kimberly A. Wright, Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
4. The address of the principal office of the corporation shall be Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
5. The corporation is for profit.
6. The corporation is authorized to issue one thousand (1,000) shares of common stock, no par value.
7. The business and affairs of the corporation shall be managed by a Board of Directors:
 - a. The number of directors and their term shall be specified in the Bylaws of the corporation;
 - b. Whenever the Board of Directors is required or permitted to take any action by vote, such action may be taken without a meeting on written consent setting forth the action so taken, signed by all of the directors, indicating each signing director's vote or abstention. The affirmative vote of the number of directors that would be necessary to authorize or to take such action at a meeting is an act of the Board of Directors;
 - c. Any or all of the directors may be removed with cause by a majority vote of the entire Board of Directors.
8. To the fullest extent permitted by the Tennessee Business Corporation Act as the same may be amended from time to time, a director, officer or incorporator of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty in such capacity. If the Tennessee Business Corporation Act is amended, after approval by the shareholders of this provision, to authorize corporate action further eliminating or limiting the personal liability of a director, officer or incorporator then the liability of a director, officer or incorporator of the corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended from time to time. Any repeal or

modification of this Section 8 by the shareholders of the corporation shall not adversely affect any right or protection of a director, officer or incorporator of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

9. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or incorporator of the corporation or is or was serving at the request of the corporation as a director, officer, manager or incorporator of another corporation or as a partner or trustee of a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, manager or incorporator or in any other capacity while serving as a director, officer, manager or incorporator, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Act, as the same may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including but not limited to counsel fees, judgments, fines, ERISA, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, manager or incorporator and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. The right to indemnification conferred in this Section 9 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses incurred by an Indemnitee shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnitee is not entitled to be indemnified for such expenses under this Section 9 or otherwise, the Indemnitee furnishes the corporation with a written affirmation of his or her good faith belief that he or she has met the standards for indemnification under the Tennessee Business Corporation Act, and a determination is made that the facts then known to those making the determination would not preclude indemnification.

The corporation may indemnify and advance expenses to an officer, employee or agent who is not a director to the same extent as to a director by specific action of the corporation's Board of Directors or by contract.

The rights to indemnification and to the advancement of expenses conferred in this Section 9 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, this Charter, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, and the corporation is hereby permitted to grant additional rights to indemnification and advancement of expenses, to the fullest extent permitted by law, by resolution of directors, or an agreement providing for such rights.

The corporation may maintain insurance, at its expense, to protect itself and any director, officer, manager, employee or agent of the corporation or of another corporation, partnership, joint venture, limited liability company, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Act.

Dated this 28th day of October, 2002.

/s/Kimberly A. Wright

Kimberly A. Wright, Incorporator

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Jackson Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Regional Hospital of Jackson

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

November 20, 2002 Signature Date

Jackson Hospital Corporation Name of Corporation

Assistant Secretary Signer's Capacity

/s/ Kimberly A. Wright Signature

Kimberly A. Wright Name (typed or printed)

APPLICATION FOR
CANCELLATION OF
ASSUMED CORPORATE
NAME

Pursuant to the provisions of Section 48-14-101(e) of the Tennessee Business Corporation Act or Section 48-54-101 (e) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Jackson Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to cease transacting business under an assumed corporate name by cancelling it.
4. The assumed corporate name to be cancelled is Regional Hospital of Jackson

12-31-02 Signature Date

Jackson Hospital Corporation Name of Corporation

Assistant Secretary Signer's Capacity

/s/ Sherry A. Connelly Signature

Sherry A. Connelly Name (typed or printed)

CHANGE OF REGISTERED

AGENT/OFFICE

(BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is JACKSON HOSPITAL CORPORATION
2. The street address of its current registered office is 2908 Poston Avenue, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is 1900 Church Street, Suite 400, Nashville, TN 37203
4. The name of the current registered agent is Corporation Service Company
5. If the current registered agent is to be changed, the name of the new registered agent is National Registered Agents, Inc.
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

10-22-03 Signature Date

JACKSON HOSPITAL CORPORATION Name of Corporation

Asst. Sec. Signer's Capacity

/s/ Kimberly A. Wright Signature

Kimberly A. Wright Name (typed or printed)

CHANGE OF REGISTERED

AGENT/OFFICE

(BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Jackson Hospital Corporation
2. The street address of its current registered office is 1900 Church Street, Suite 400, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is c/o Regional Hospital of Jackson, 367 Hospital Blvd., Jackson (Madison County), TN 38305
4. The name of the current registered agent is National Registered Agents, Inc.
5. If the current registered agent is to be changed, the name of the new registered agent is Tim Puthoff, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

9-8-04 Signature Date

Jackson Hospital Corporation Name of Corporation

Assistant Secretary Signer's Capacity

/s/ Robin J. Keck Signature

Robin J. Keck Name (typed or printed)

CORPORATION ANNUAL REPORT

THIS REPORT IS DUE ON OR BEFORE 04/01/06

SECRETARY OF STATE CONTROL NUMBER 0435834

(2A) NAME AND MAILING ADDRESS OF CORPORATION

JACKSON HOSPITAL CORPORATION

155 FRANKLIN ROAD

STE 400

BRENTWOOD, TN 37027

D 10/29/2002 FOR PROFIT

(2B) STATE OR COUNTRY OF INCORPORATION

TENNESSEE

(2C) ADD OR CHANGE MAILING ADDRESS:

7100 COMMERCE WAY SUITE 100

BRENTWOOD, TN 37027

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE

155 FRANKLIN ROAD, STE 400, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SEE ATTACHED LIST

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY)

SAME AS ABOVE NONE

OR LISTED BELOW

SEE ATTACHED LIST

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS: TIM PUTHOFF, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

% REGIONAL HOSPITAL, 367 HOSPITAL BLVD, JACKSON, TN 38305

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I.) CHANGE OF REGISTERED AGENT:

(II.) CHANGE OF REGISTERED OFFICE:

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: PUBLIC MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

(8) SIGNATURE /s/ Robin J. Keck

(9) DATE 2-16-06

(10) Type Print Name of Signer: Robin J. Keck

(11) TITLE OF SIGNER: Asst. Sec.

****THIS REPORT MUST BE DATED AND SIGNED****

CONTINUED ON BACK

JACKSON HOSPITAL CORPORATION

DIRECTORS

William S. Hussey

W. Larry Cash

Rachel A. Seifert

OFFICERS

William S. Hussey-President

W. Larry Cash-Exec VP/CFO

Rachel A. Seifert-SVP/Sec/Gen Counsel

Martin G. Schweinhart-SVP, Operations

Kenneth D. Hawkins — SVP, Acquisitions and Development

James W. Doucette-VP, Finance and Treasurer

T. Mark Buford-VP/Controller

Robert A. Horrar, VP/Admin

Linda Parsons-VP/Hum.Res.

Carolyn S. Lipp-SVP/Qual.& Resource Management

J. Gary Seay-VP & CIO

Gerald A. Weissman-VP, Medical Staff Development

Terry H. Hendon – VP, Acquisitions & Dev.

Robert O. Horrar — VP, Business Development

Larry Carlton-VP, Revenue Management

Tim G. Marlette – VP, Materials Mgmt.

Kathie G. Thomas – VP, Home Health Services

Sherry A. Mori-Asst. Sec

Robin J. Keck – Asst. Sec

ADDRESS FOR ALL OFFICERS & DIRECTORS: 7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

CORPORATION ANNUAL REPORT

THIS REPORT IS DUE ON OR BEFORE: 04/01/07

SECRETARY OF STATE CONTROL NUMBER 0435834

(2A) NAME AND MAILING ADDRESS OF CORPORATION

JACKSON HOSPITAL CORPORATION

7100 COMMERCE WAY

SUITE 100

BRENTWOOD, TN 37027

D 10/29/2002 FOR PROFIT

(2B) STATE OR COUNTRY OF INCORPORATION

TENNESSEE

(2C) ADD OR CHANGE MAILING ADDRESS:

4000 MERIDIAN BLVD.

FRANKLIN, TN 37067

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE

7100 COMMERCE WAY, SUITE 100, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

4000 MERIDIAN BLVD., FRANKLIN, TN 37067

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SEE ATTACHED LIST

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY)

o SAME AS ABOVE o NONE

OR LISTED BELOW

SEE ATTACHED LIST

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS: TIM PUTHOFF, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS

C/O REGIONAL HOSPITAL, 367 HOSPITAL BLVD, JACKSON, TN 38305

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE:

(7) A THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:
 PUBLIC MUTUAL

B IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

(B) SIGNATURE /s/ Robin J. Keck

(9) DATE 3-5-07

(10) Type Print Name of Signer: Robin J. Keck

(11) TITLE OF SIGNER: Assistant Secretary

****THIS REPORT MUST BE DATED AND SIGNED****

CONTINUED ON BACK

JACKSON HOSPITAL CORPORATION

DIRECTORS:

William S. Hussey

W. Larry Cash

Rachel A. Seifert

OFFICERS:

William S. Hussey-President

W. Larry Cash-Exec VP/CFO

Rachel A. Seifert-SVP/Sec/Gen Counsel

Martin G. Schweinhart-SVP, Operations

Kenneth D. Hawkins — SVP, Acquisitions and Development

James W. Doucette-VP, Finance and Treasurer

T. Mark Buford-VP/Controller

Robert A. Horrar, VP/Admin

Linda Parsons-VP/Hum.Res.

Carolyn S. Lipp-SVP/Qual. & Resource Management

J. Gary Seay-SVP & CIO

Gerald A. Weissman-VP, Medical Staff Development

Terry H. Hendon — VP, Acquisitions & Dev.

Robert O. Horrar — VP, Business Development

Larry Carlton-VP, Revenue Management

Tim G. Marlette — VP, Materials Mgmt.

Kathie G. Thomas — VP, Home Health Services

Sherry A. Mori-Asst. Sec

Robin J. Keck — Asst. Sec

Address for all officers and directors: 4000 Meridian Blvd., Franklin, TN 37067

BYLAWS OF
JACKSON HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Nashville, County of Davidson, State of Tennessee.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Tennessee or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Tennessee, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if

such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Tennessee Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 29th day of October, 2002.

Secretary of State
 Division of Business Services
 312 Eighth Avenue North
 6th Floor, William R. Snodgrass Tower
 Nashville, Tennessee 37243

ISSUANCE DATE: 07/02/2007

REQUEST NUMBER: 07183568

CHARTER/QUALIFICATION DATE: 10/29/2002

STATUS: ACTIVE

CORPORATE EXPIRATION DATE: PERPETUAL

CONTROL NUMBER: 0435835

JURISDICTION: TENNESSEE

TO:
 CFS
 8161 HWY 100
 NASHVILLE, TN 37221

REQUESTED BY:
 CFS
 8161 HWY 100
 NASHVILLE, TN 37221

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

“JACKSON, TENNESSEE HOSPITAL COMPANY, LLC”

WAS INCORPORATED OR QUALIFIED TO DO BUSINESS IN THE STATE OF TENNESSEE ON THE ABOVE DATE, AND THAT THE ATTACHED DOCUMENT(S) WAS/WERE FILED IN OFFICE ON THE DATES) AS BELOW INDICATED:

REFERENCE NUMBER	DATE FILED	FILING TYPE	NAM	DUR	STK	FILING ACTION			INC	MAL	FYC
						PRN	OFC	AGT			
4639-0834	10/29/2002	LLC ORGANIZATION									
4686-0632	01/03/2003	LLC ASSUME NAME									
4907-1223	09/10/2003	LLC ASSUME NAME									
4956-0566	11/06/2003	LLC AGT/OFFICE					X	X			

REFERENCE NUMBER	DATE FILED	FILING TYPE	NAM	DUR	STK	PRN	FILING ACTION		INC	MAL	FYC
							OFC	AGT			
5239-1694	09/20/2004	LLC AGT/OFFICE					X	X			
5734-0871	03/27/2006	LLC AN RPT				X					
6012-0386	03/30/2007	LLC AN RPT				X				X	

FOR: REQUEST FOR COPIES ON DATE: 07/02/07

FROM:
CAPITAL FILING SERVICE (CFS)
8161 HIGHWAY 100
#172
NASHVILLE, TN 37221-0000

ON DATE:07/02/07

FEES

RECEIVED: \$280.00 \$0.00

TOTAL PAYMENT RECEIVED: \$280.00

RECEIPT NUMBER: 00004231100

ACCOUNT NUMBER: 00101230

[seal]

/s/ Riley C. Darnell
RILEY C. DARNELL
SECRETARY OF STATE

ARTICLES OF ORGANIZATION

OF

JACKSON, TENNESSEE HOSPITAL COMPANY, LLC

The undersigned person, on behalf of the limited liability company under the Tennessee Limited Liability Company Act, adopts the following as the Articles of Organization for such limited liability company:

1. The name of the limited liability company is Jackson, Tennessee Hospital Company, LLC (the "LLC").
2. The street address, zip code and county of the initial registered office of the LLC in the State of Tennessee shall be 2908 Poston Avenue, Nashville, Tennessee 37203, County of Davidson.
3. The name of the initial registered agent of the LLC, located at the registered office set forth above, is Corporation Service Company.
4. The name and address of the organizer of the LLC is:
Kimberly A. Wright
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027
5. The street address, zip code and county of the principal executive office of the LLC shall be 155 Franklin Road, Suite 400, Williamson County, Brentwood, Tennessee 37027.
6. The LLC will be member-managed,
7. The LLC has one (1) member at the time of organization,
8. The existence of the LLC is to begin upon the filing of the Articles of Organization.
9. The duration of the LLC shall be perpetual.
10. (a) To the maximum extent permitted by the provisions of T.C.A. § 48-243-101, as amended from time to time (provided, however, that if an amendment to such act limited or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), the LLC shall indemnify and advance expenses to any person, his heirs, executors and administrators, for the defense of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, including counsel fees actually incurred as a result of such proceeding or action or any appeal thereof, and against all fines (including any excise tax assessed with respect to an employee benefit plan), judgment, penalties and amounts paid in settlement thereof, provided

that such proceeding or action be instituted by reason of the fact that such person is or was a member or a governor of the LLC.

(b) The LLC may, to the maximum extent permitted by the provisions of T.C.A, § 48-243-101, as amended, from time to time (provided, however, that if an amendment to such act limited or restricts in any way the indemnification rights permitted by law as of the date here, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this paragraph which occur subsequent to the effective date of such amendment), indemnify and advance expenses to any person, his heirs, executors and administrators, to the same extent as set forth in Paragraph 10(a) above or to the extent as determined by the members, provided that the underlying proceeding or action be instituted by reason of the fact that such person is or was a manager of the LLC.

(c) Any repeal or modification of the provisions of this Paragraph 10, directly or by the adoption of an inconsistent provision of these Articles of Organization, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification.

Dated October 28th, 2002.

/s/ Kimberly A. Wright
Kimberly A. Wright, Organizer

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

APPLICATION FOR REGISTRATION OF ASSUMED LIMITED LIABILITY COMPANY NAME

For Office Use Only

Pursuant to the provisions of Section 48-207-101(d) of the Tennessee Limited Liability Company Act, the undersigned limited liability company hereby submits this application:

1. The true name of the Limited Liability Company is Jackson, Tennessee Hospital Company, LLC
2. The state or country of organization is Tennessee
3. The Limited Liability Company intends to transact business under an assumed Limited Liability Company name.
4. The assumed Limited Liability Company name the limited liability company proposes to use is Regional Hospital of Jackson

NOTE: The assumed Limited Liability Company name must meet the requirements of Section 48-207-101 of the Tennessee Limited Liability Company Act.

Signature Date 1-3-02

Name of Limited Liability Company Jackson, Tennessee Hospital Company, LLC

Signer's Capacity Assistant Secretary

Signature /s/ Kimberly A. Wright

Name (typed or printed) Kimberly A. Wright

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

APPLICATION FOR REGISTRATION OF ASSUMED LIMITED LIABILITY COMPANY NAME

For Office Use Only 03 SEP 10 RILEY C. DARNELL SECRETARY OF STATE

Pursuant to the provisions of Section 48-207-101(d) of the Tennessee Limited Liability Company Act, the undersigned limited liability company hereby submits this application:

1. The true name of the Limited Liability Company is Jackson, Tennessee Hospital Company, LLC
2. The state or country of organization is Tennessee
3. The Limited Liability Company intends to transact business under an assumed Limited Liability Company name.
4. The assumed Limited Liability Company name the limited liability company proposes to use is Cardiovascular Surgery Center of West Tennessee

NOTE: The assumed Limited Liability Company name must meet the requirements of Section 48-207-101 of the Tennessee Limited Liability Company Act.

Signature Date 9-8-03

Name of Limited Liability Company Jackson, Tennessee Hospital Company, LLC

By: Jackson Hospital Company — Sole Member

Signer's Capacity By: Sherry A. Connelly — Its Assistant Secretary

Signature /s/ Sherry A. Connelly

Name (typed or printed) Sherry A. Connelly

Filing Fee \$20.00 0435835

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

CHANGE OF REGISTERED AGENT/OFFICE (BY A LIMITED LIABILITY COMPANY)

For Office Use Only

Pursuant to the provisions of Section 48-208-102(a) of the Tennessee Limited Liability Company Act, the undersigned limited liability company hereby submits this application:

1. The name of the Limited Liability Company is JACKSON, TENNESSEE HOSPITAL COMPANY, LLC
2. The street address of its current registered office is: 2908 Poston Avenue, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is: 1900 Church Street, Suite 400, Nashville, TN, County of Davidson 37203
4. The name of the current registered agent is: Corporation Service Company
5. If the current registered agent is to be changed, the name of the new registered agent is National Registered Agents, Inc.
6. After the change(s), the street addresses or the registered office and the business office of the registered agent will be identical.

Signature Date: 10/31/03

Name of Limited Liability Company JACKSON, TENNESSEE HOSPITAL COMPANY, LLC

Signer's Capacity Asst. Sec. Sole Member

/s/ Sherry Connelly

Signature Sherry Connelly

By: Jackson Hospital Corporation, sole member

Name (typed or printed) By: Sherry Connelly, Asst. Sec.

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

CHANGE OF REGISTERED AGENT/OFFICE (BY A LIMITED LIABILITY COMPANY)

For Office Use Only

Pursuant to the provisions of Section 48-208-102(a) of the Tennessee Limited Liability Company Act, the undersigned limited liability company hereby submits this application:

1. The name of the Limited Liability Company is JACKSON, TENNESSEE HOSPITAL COMPANY, LLC
2. The street address of its current registered office is: 1900 Church Street, Suite 400, Nashville, TN 37203
2908 Poston Avenue, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is: c/o Regional Hospital of Jackson, 367 Hospital Blvd., Jackson (Madison County), TN 38305
4. The name of the current registered agent is: National Registered Agents, Inc.
5. If the current registered agent is to be changed, the name of the new registered agent is Tim Puthoff, CEO
6. After the change(s), the street addresses or the registered office and the business office of the registered agent will be identical.

Signature Date: 9/8/04

Name of Limited Liability Company JACKSON, TENNESSEE HOSPITAL COMPANY, LLC

Signer's Capacity Assistant Secretary of its sole member, Jackson Hospital Corporation

/s/ Robin J. Keck

Signature Robin J. Keck

Name (typed or printed) Robin J. Keck

LIMITED LIABILITY COMPANY ANNUAL REPORT

Please return completed form to:

TENNESSEE SECRETARY OF STATE

Attn: Annual Report

312 Eighth Avenue N, 6th Floor

William R. Snodgrass Tower

Nashville, TN 37243

Annual Report Filing Fee Due:

\$50 per member, with a minimum fee of \$300 and a maximum fee of \$3000.

There is an additional fee of \$20 if any changes are made in block #6 to the registered agent/office.

CURRENT FISCAL YEAR CLOSING MONTH: 12

THIS REPORT IS DUE ON OR BEFORE 04/01/06

(1) SECRETARY OF STATE CONTROL NUMBER: 0435835

(2A.) NAME AND MAILING ADDRESS OF COMPANY:

JACKSON, TENNESSEE HOSPITAL COMPANY, LLC

155 FRANKLIN ROAD

BRENTWOOD, TN 37027

D 10/29/2002 FOR PROFIT

(2B.) STATE OR COUNTRY OF FORMATION: TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

7100 COMMERCE WAY SUITE 100

BRENTWOOD, TN 37027

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

155 FRANKLIN ROAD, STE 400, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE +4
7100 COMMERCE WAY SUITE 100	BRENTWOOD	TN	37027

(4) This LLC is o BOARD MANAGED o DIRECTOR MANAGED o MANAGER MANAGED MEMBER MANAGED (check one box)

If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, directors, or managers (or their equivalent), respectively. Attach an additional sheet if necessary.

NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE +4
JACKSON HOSPITAL CORPORATION	7100 COMMERCE WAY SUITE 100	BRENTWOOD, TN 37057

(5) Provide the names and business address, including zip codes, of the LLC managers (if governed by the LLC Act), or any officers (if governed by the Revised LLC Act), (or their equivalent), respectively. Attached an additional sheet if necessary.

NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE +4
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(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

TIM PUTHOFF, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS: %REGIONAL HOSPITAL, 367 HOSPITAL BLVD., JACKSON, TN 38305

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE:

(i.) CHANGE OF REGISTERED AGENT:

(ii.) CHANGE OF REGISTERED OFFICE (STREET ADDRESS): (CITY) (STATE) TN (ZIP CODE +4) (COUNTY)

(7) Number of members on the date the annual report is executed if there are more than six (6) members: o

o This LLC is prohibited from engaging in business in Tennessee (check box if applicable).

(8) SIGNATURE /s/ Robin J. Keck

(9) DATE 2-16-06

(10) TYPE PRINT NAME OF SIGNER: By Jackson Hospital Corporation — Sole Member

By: Robin J. Keck

(11) TITLE OF SIGNER: Asst. Sec.

** THIS REPORT MUST BE DATED AND SIGNED **

LIMITED LIABILITY COMPANY ANNUAL REPORT

RECEIVED STATE OF TENNESSEE 2007 MAR 30 RILEY DARNELL SECRETARY OF STATE

Please return completed form to:

TENNESSEE SECRETARY OF STATE

Attn: Annual Report

312 Eighth Avenue N, 6th Floor

William R. Snodgrass Tower

Nashville, TN 37243

Annual Report Filing Fee Due:

\$50 per member, with a minimum fee of \$300 and a maximum fee of \$3000.

There is an additional fee of \$20 if any changes are made in block #6 to the registered agent/office.

CURRENT FISCAL YEAR CLOSING MONTH: 12

THIS REPORT IS DUE ON OR BEFORE 04/01/07

(1) SECRETARY OF STATE CONTROL NUMBER: 0435835

(2A.) NAME AND MAILING ADDRESS OF LIMITED LIABILITY COMPANY:

JACKSON, TENNESSEE HOSPITAL COMPANY, LLC

7100 COMMERCE WAY

SUITE 100

BRENTWOOD, TN 37027

D 10/29/2002 FOR PROFIT

(2B.) STATE OR COUNTRY OF FORMATION: TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

4000 MERIDIAN BLVD.

FRANKLIN, TN 37067

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

7100 COMMERCE WAY, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE +4
4000 MERIDIAN BLVD.	FRANKLIN	TN	37067

(4) This LLC is BOARD MANAGED DIRECTOR MANAGED MANAGER MANAGED MEMBER MANAGED (check one box)

If board, director, or manager managed, provide the names and business addresses, including zip codes, of the governors, directors, or managers (or their equivalent), respectively. Attach an additional sheet if necessary.

NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE +4
------	------------------	--------------------------

(5) Provide the names and business address, including zip codes, of the LLC managers (if governed by the LLC Act), or any officers (if governed by the Revised LLC Act), (or their equivalent), respectively. Attached an additional sheet if necessary.

JACKSON HOSPITAL CORPORATION	4000 MERIDIAN BLVD.	FRANKLIN, TN 37067
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(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

TIM PUTHOFF, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

%REGIONAL HOSPITAL, 367 HOSPITAL BLVD., JACKSON, TN 38305

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE:

(i.) CHANGE OF REGISTERED AGENT:

(ii.) CHANGE OF REGISTERED OFFICE (STREET ADDRESS):

(CITY) (STATE) TN (ZIP CODE +4) (COUNTY)

(7) Number of members on the date the annual report is executed if there are more than six (6) members:

This LLC is prohibited from engaging in business in Tennessee (check box if applicable).

(8) SIGNATURE JACKSON HOSPITAL CORPORATION — Sole Member /s/ Robin J. Keck

(9) DATE 3-2-07

(10) TYPE PRINT NAME OF SIGNER: /s/ Robin J. Keck

(11) TITLE OF SIGNER: Asst. Sec.

** THIS REPORT MUST BE DATED AND SIGNED **

OPERATING AGREEMENT

This Operating Agreement (“Agreement”) is declared to be effective as of the 12th day of February, 2003, by Jackson Hospital Corporation, as the sole Member (such corporation and any successor hereunder, the “Member”) of Jackson, Tennessee Hospital Company, LLC (the “Company”), pursuant to the provisions of the Tennessee Limited Liability Company Act (the “Act”).

Section 1. The Company.

1.1 Formation. The initial Member is forming the Company as a limited liability company pursuant to the provisions of the Act and upon the terms and conditions set forth in this Agreement.

1.2 Company Name. The name of the Company shall be as set forth in the Articles from time to time, and all business of the Company shall be conducted in such name. The Member may change the name of the Company at any time.

1.3 Purpose. The purpose of the Company shall be as set forth in the Articles from time to time.

1.4 Principal Place of Business. The principal place of business and address of the Company shall be at any place within or without the State of Tennessee as determined by the Member.

1.5 Existence. The existence of the Company shall commence on the date the Company’s Articles of Organization (as amended from time to time, the “Articles”) are filed in the office of the Secretary of State of Tennessee in accordance with the Act and shall continue until the winding up and liquidation of the Company following a Liquidating Event as provided in Section 8 hereof.

1.6 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity.

1.7 Independent Activities; Transactions With Affiliates.

(a) The Member shall be required to devote only such time to the affairs of the Company as the Member determines in its sole discretion may be necessary or appropriate, and the Member shall be free to serve any other Person in any capacity that he may deem appropriate in his discretion.

(b) Insofar as permitted by applicable law, the Member may, notwithstanding this Agreement, engage in whatever activities it chooses, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company, and neither this Agreement nor any activity undertaken pursuant hereto shall prevent the Member from engaging in such activities or require the Member to permit the Company to participate in any such activities.

1.8 Definitions. Certain capitalized words and phrases used in this Agreement have the following meanings:

“Interest” means the entire limited liability company interest in the Company of a Member or Interest Holder at any particular time, including the right of such Member or Interest Holder to any and all benefits to which the Member or Interest Holder may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

“Interest Holder” means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. “Interest Holders” means all such Persons.

“Net Cash Flow” means the gross cash proceeds from Company operations and from all sales and other dispositions and refinancings of Property, less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Member. “Net Cash Flow” shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

“Person” means any individual, partnership, limited liability company, corporation, trust, or other entity.

“Property” means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of. “Transferred” shall have a correlative meaning.

Section 2. Capital Contributions.

2.1 Initial Capital Contributions. In exchange for all the Interests in the Company, the Member has, or may cause to be, contributed or will contribute to the capital of the Company, One Thousand and No/100 Dollars (\$1,000.00) in cash.

Section 3. Tax Allocations.

3.1 No Allocations in Single-Member Entity. Jackson Hospital Corporation, as the only Member, intends for the Company, as such a wholly-owned entity, to be disregarded for accounting and income tax purposes. Accordingly, all items of income, gain, loss, deduction, and credit that would, but for such single-member status, belong to the Company shall belong to the Member.

Section 4. Distributions.

4.1 Distributions. Subject to the Act, Net Cash Flow, if any, and any item of Property chosen by the Member, shall be distributed to or as directed by the Member, at such times as the Member may determine.

Section 5. Management

5.1 Authority and Duties of Member. The overall management and control of the Company shall be vested in the Member and the Member shall have the right and authority to enter into transactions on behalf of the Company, to bind the Company and to conduct, and to make decisions relating to, the day-to-day operations of the Company. Without limiting the foregoing and in each case without any further act, vote or approval, the Member is hereby specifically authorized for, and in the name of and on behalf of, the Company from time to time to:

- (a) Amend the Articles;
- (b) Issue Interests in the Company and admit other Persons as Members;
- (c) Acquire by purchase, lease, or otherwise any real or personal property;
- (d) Loan money to the Company, its affiliates or other third parties, upon such terms and conditions as the Member may determine;
- (e) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real or personal property;
- (f) Designate, authorize and direct one or more Persons to execute any and all agreements, contracts, documents, certifications, and instruments on behalf of the Company that are necessary or convenient in connection with the management, maintenance and operation of Property or managing the Company's affairs, including executing amendments to the Agreement and the Articles in accordance with the terms of the Agreement, both as authorized agent for the Company and, if required, as attorney-in-fact for the Member pursuant to a power of attorney.
- (g) Appoint individuals designated as officers and/or managers of the Company and delegate such authority to such officers and/or managers as the Member deems advisable.
- (h) Borrow money and issue evidences of indebtedness (including bonds, notes and debentures) necessary, convenient or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Property;
- (i) Care for and distribute funds to the Interest Holders by way of income, return of capital, or otherwise;
- (j) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the Property or operations of the Company;
- (k) Engage in any kind of activity and perform and carry out contracts of any kind as may be lawfully engaged in, carried out, or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified; and
- (l) Make any and all elections for federal, state, and local tax purposes.

5.2 Indemnification of Member.

(a) The Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify, save harmless, and pay all judgments and claims against the Member relating to any liability or damage incurred by reason of: (i) ownership of an Interest in the Company, and (ii) any act performed or omitted to be performed by the Member in connection with the business of the Company, in any case including attorneys' fees incurred by the Member in connection with the defense of any action based on any of the foregoing.

(b) Notwithstanding anything to the contrary in Section 5.2(a) above, in the event that any provision in such Section is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

Section 6. Role of Member.

6.1 Compensation. The Member may from time to time receive a salary, fee, or draw for services rendered to or on behalf of the Company in such amount as the Member deems appropriate.

6.2 Expenses. The Member may charge the Company for any expenses reasonably incurred by it in connection with the Company's business.

6.3 Loans. If the Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a capital contribution but shall be a debt due from the Company. The amount of any such loan or advance by the Member shall be repayable out of the Company's cash and shall bear interest at such rate as the Company and the Member shall agree but not in excess of the maximum rate permitted by law. The Member shall not be obligated to make any loan or advance to, or on behalf of, the Company.

Section 7. Transfer of Interests.

7.1 No Restriction on Transfers. The Member may Transfer all or any portion of its Interest at any time.

7.2 Admission of Transferees as Members. Unless otherwise indicated in writing at the time of any Transfer of an Interest, a transferee of an Interest (including a transferee by operation of law) shall be admitted to the Company as a substituted Member and shall be bound by the terms of this Agreement upon such transferee's written notice to the Company at the address specified in Section 1.4.

Section 8. Dissolution and Winding Up.

8.1 Liquidating Events. The death, retirement, bankruptcy or dissolution of the Member, or the occurrence of any other event that terminates the continued membership of a member in the Company, shall not cause the Company to be dissolved and its affairs wound up, but rather the business of the Company shall be continued without dissolution, provided that there remains at least one Member (including a transferee of one or more Interests who becomes a Member). The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following events (the "Liquidating Events"):

- (a) The written consent of the Member or any successor Member;
- (b) There is no Member or transferee of one or more Interests who becomes a Member; or
- (c) The occurrence of any other event causing the dissolution of the Company under the Act.

8.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member. To the extent not inconsistent with the foregoing, the terms of this Agreement shall continue in full force and effect until such time as all of the Property (including the proceeds of sales of Property) has been distributed pursuant to this Section 8.2 and the Company's existence has been terminated in accordance with the Act. The Member (or, in the event there is no remaining Member, any Person elected by those Persons succeeding to ownership of the Member's Interest) shall be responsible for overseeing the winding up of the Company, shall take full account of the Company's liabilities and Property, shall cause the Property other than cash to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- (a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors; and
- (b) The balance, if any, to the Member.

Section 9. Miscellaneous.

9.1 Amendment. The Member may amend this Agreement at any time.

9.2 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

9.3 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

9.5 Governing Law. The laws of the State of Tennessee shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member.

The undersigned has executed this Agreement as of the day and year first above set forth.

JACKSON HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Senior Vice President, General Counsel and Secretary

CHARTER
OF
LAKEWAY HOSPITAL CORPORATION

The undersigned, having capacity to contract and acting as the Incorporator for the above listed corporation under the Tennessee Business Corporation Act, adopts the following charter for such corporation:

1. The name of the corporation is Lakeway Hospital Corporation.
2. (a) The complete address of the corporation's initial registered office in Tennessee is 306 Gay Street, Davidson County, Nashville, Tennessee 37201.
(b) The name of the initial registered agent, to be located at the address listed in 2(a) is Corporation Service Company.
3. The name and complete address of the incorporator is Sara Martin-Michels. 155 Franklin Road, Suite 400, Williamson County, Brentwood, Tennessee 37027.
4. The complete address of the corporation's principal office is 726 McFarland Street, Hamblen County, Morristown, Tennessee 37814.
5. The corporation is for profit.
6. The number of shares that the corporation is authorized to issue is Two Million. Five Hundred Thousand (2,500,000) shares of \$.01 par value common stock which shall have unlimited voting rights and the right to receive the net assets of the corporation upon dissolution of the corporation.
7. The business and affairs of the corporation shall be managed by a Board of Directors. The number of directors and their term shall be specified in the Bylaws of the corporation.
8. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders. (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 48-18-304 of the Tennessee Business Corporation Act (the "Tennessee Code") or (iv) for any transaction from which the director derives an improper personal benefit. If the Tennessee Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation the of such repeal or modification.

9. Indemnification:

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an indemnitee whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the Mat extent authorized by the Tennessee as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights titan permitted prior thereto), against all expense, liability and loss including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify, any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an 'advancement of expenses*'); provided, however, that, if the Tennessee Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (1) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Tennessee Code, nor an _____

determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Charter or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense. liability or loss under the Tennessee Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Tennessee Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Dated this 14th day of April, 1994.

/s/ Sara Martin-Michels

Sara Martin-Michels

Incorporator

Secretary of State

Division of Business Services

James K. Polk building, Suite 1800

Nashville, TN 37243-0306

MASS CHANGE OF REGISTERED OFFICE (BY AGENT)

Pursuant to the provisions of Sections 48-15-102 and 48-25-108 of the Tennessee Business Corporation Act, Sections 48-55-102 and 48-55-108 of the Tennessee Nonprofit Corporation Act, Section 48-208-102 of the Tennessee Limited Liability Company Act, Sections 61-2-104 and 61-2-904 of the Tennessee ___ Uniform Limited Partnership Act, and Section 61-1-144 of the Tennessee Uniform Limited Partnership Act, the undersigned registered agent hereby submits this application to change its business address and the registered office address of the businesses noted below:

1. The names of the affected corporations, limited liability companies; limited partnerships and limited liability partnerships are identified in the attached list by their S.O.S. control numbers, which list is incorporated herein by reference
2. The street address of its current registered office is 500 Tallan Building - Two Union Square, Chattanooga, TN 37402-2571.
3. The name of the current registered agent is Corporation Service Company.
4. The street address (including county) of the new registered office is:

2908 Poston Avenue, Nashville, Tennessee 37203 (DAVIDSON)

5. After the change, the street addresses of the registered office and the business office of the registered agent will be identical.

B. The corporations, limited liability companies, limited partnerships and limited liability partnerships identified in the attached list have been notified of the change of address for the registered office.

May 1, 2000

Signature Date

/s/ John H. Pelletier

Signature of Registered Agent

John H. Pelletier, Asst. VP

Printed or Typed Name

MASS MANGE OF REGISTERED OFFICE (BY AGENT) Attachment

0001475	0040319	0101407	0147196	100:882	0210917°	0225109	1.123a7'!5	0251170	0253075	0266201	0272154
0001478	0040375	0101928	0147211	—0:10LJ	0210997	0225650	0239650	0251179	0260025	026624'	0273379
0003134	0340419	0104147	0147353	0184829	0211463	0225661	J239725	0251232	0260078	0266421	0273484
0003618	0040653	0105797	0147658	0185997	0211597	0225883	0240116	0251233	0260145	0286525	0073638
0005455	0040882	0106009	0148084	0104041	0211874	0228423	0240285	0251440	0260165	0266627	0272147
0005597	0040684	0107106	0149333	0186829	0212205	0228531	0240573	0251553	G • .348	0266896	0273720
0005862	0040732	0107394	0149460	0187262	0212372	mom	0241020	0251610	0260394	0267011	0273763
0008593	0040740	0108074	0150777	0187311	C112433	3227249	0241263	0251877	0260453	0207013	0273779
000,456	0040892	0109103	oisior	0187682	0212747	0227550	0241287	0251890	0260477	026700:	0273677
0010762	0041117	0109481	01512:4	01P3517	0212778	0227649	0241332	0252257	0260481	0267114	0274394
0011644	0041160	0109604	0151586	0188821	0212911	0227796	0241333	0252479	0260504	0267192	0274542
0012078	0811194	0109798	0151942	0168947	0212938	0227800	0241388	0252586	0260512	0267753	0274b70
0013094	0041241	0109(89	0 133	01900..6	0213284	0227802	0241630	0252773	0260545	0267414	0274632
0013589	0041767	0110703	0152714	0190107	0213684	0227875	0241886	0252924	0280634	0287430	0274803
0014746	0041887	0112875	0153799	3191424	0213972	0228347	0241951	0753223	0260737	0267588	0274899
0015183	004'949	0113921	0153824	0191705	0214011	0228575	0241990	0253270	0280879	0287628	0274914
0017262	0,141090	0114200	0154828	010:730	0214324	0228797	0242008	0253289	0260947	0287867	0275057
0018'43	0042199	0114695	0155052	0193013	0214679	02290	0242167	0253331	0261142	0268067	0275105
0022442	0042278	011059:	0155395	0193327	1215175	0229026	0242184	0253559	0261184	6248074	0275162
0023383	0042334	0116348	0156030	0193571	.121552	(r29105	0242894	0253580	026122'	0288389	0275229
0024570	0042385	0117061	1158033	0125413	0216558	0229501	0242909	0253746	0231348	0268450	0'75579
3025344	0042406	0117270	015'936	0196548	0216036	0229562	0243013	0253814	0261426	0288709	0275761
0025528	0042473	0117274	0159826	0197188	0216127	0229670	0243112	0254176	0261537	0268947	0.73768
oo2r846	0042479	0117528	0159368	0197607	0216322	0229891	0243297	0254206	0261549	0266.1	0275831
0028496	0042548	0118166	mc1144	0197710	C216327	0229829	0243359	02343e4	0761573	orser	0775910
0028751	0042729	0120104	0162150	0196071	0216516	0229834	0243439	0254375	0261637	049156	0275964
0030777	0042779	0121052	1,162443	0196325	0218874	117402841	0244070	0254737	0241738	0289341	0276032
0031173	3042857	0121331	0163727	0196893	0217241	0740024	0244126	025756	0261739	0269652	0276221
0032673	0042880	0121319	—4746	0196993	0217299	0230069	0244275	0254602	0261774	02:1407	0"71330
0033077	0042887	0111790	0184778	0199147	0217390	0'30092	0244390	02550.5	0261543	0262692	0276392
0033339	1046767	0122440	0184984	0194775	0217805	0230217	0244700	0255384	0261912	0269E13	0275504
0033487	.847437	0122591	0165320	0200746	0217954	0230433	0244128	0255619	261964	0269700	nneo
0035413	0047472	0124298	0166412	0200649	021811'	0230563	0244932	0256147	0261007	0269633	0277432
0035421	0047691	0124547	0168042	0201428	021812	0230899	0245182	0256.3E0	0262039	0270001	0277639
0035961	u°0.462	0124670	0146661	0201670	021816,	0231450	0245396	0256399	0262116	0270204	0271890
0036029	00/3784	0124618	0165710	0201703	0018485	0231522	0245459	0256489	0262154	0270225	0276726
0036440	1048951	0125410	0186768	0202021	1.218681	0232303	0245623	0758502	0262219	0270378	027.3967
0036940	0049990	0125850	01F'149	0202089	0210224	023271.8	0245641	0256598	003227U	0270479	0278994
0037002	00525.i3	0127450	7774	02023:1	0214232	0232717	02450.0.	0156740	0232400	0270566	0277238
0037120	0052913	01:7672	0187967	0202353	0219247	0232718	0248,"	025608	0262430	0270587	0277307
0037127	0053775	0127050	0188559	0202601	0219699	0232937	0246206	0257107	('63015	0270623	027'326
0037151	0056703	0128368	0168696	0202837	0220050	0233001	0248883	0257139	0263941	0270855	0277401
J037201	0060950	0126604	0169716	0202899	0220090	0233082	0247323	0257208	0263273	0270759	0277465
0037291	0082366	0132000	01704e0	0203316	0220093	0233406	0247428	0257290	0263554	0270796	07/7506
9037397	0063353	0132567	0170541	0203321	0220287	0233448	0247480	0257338	0263701	0270913	0277520
0037403	0084105	0132582	0171008	0203777	0220747	0,-,1594	0247784	0257394	0263705	0271074	0277657
0037418	0064442	0135104	0171019	0203643	0220833	0133744	0247796	0257451	0263435	0271126	027780

0037125	0065096	01352.6	0171227	0203871	0220710	0233754	0247943	025-4/1"	1263918	0271129	0277840
0037620	0065589	0136213	017140:	3965	0220848	0233901	0248064	0257469	.1264165	0271267	0277867
00371558	0067817	0138222	0171476	0006287	0220849	0234059	0248199	0257559	0264192	0271301	0277874
00371364	0067820	0136642	0'71852	0205363	0220958	0234708	0248316	0257739	0264309	0271409	0277964
0:17722	0060263	0137021	0172207	0205454	0221129	0235259	0248554	0257743	0264312	0271459	0278012
0036048	00719?0	0137494	0174088	0206566	0221284	0235260	024:449	0257610	0264405	0271570	0278066
0036103	0089629	0137527	0174155	00051247	0221495	0235368	0248901	0257868	0284615	0271603	0278107
00.8294	0003568	0137609	0174643	0206234	0221708	0235862	0249042	257840	3264618	0271812	027813
0038328	0090804	0137880	0174986	0206357	0221719	0235716	0249060	3257929	0264627	0271614	0276016
0038339	0091022	0138746	0175297	0206564	0221906	0235r4	0249111	0257930	0264725	0271727	0278119
0038409	0091212	0140687	C.175623	0206923	3222057	0236164	0249662	0257931	0264950	0271632	0276127
0038525	0091488	0141979	0175905	0207446	0222495	0236213	0250116	0257932	0284995	0271972	0278172
0036541	0092034	0142096	0178006	0207447	0222496	0236215	0250229	0257933	0265105	0272087	02782
7,(3.464!1	0092265	0142129	0176321	0207629	022252°	0234344	0250471	0257934	0265119	0272088	0278413
oner.)	0003234	0142180	0176475	0207945	0220d	0236668	0250483	0258057	0265248	0272248	02717501
003887	0093832	0142183	0178544	020650	0223391	023693.'	0250485	0251301	0265420	0272390	0278537
CO39214	0094659	0142301	0178939	0209026	0223391	0237164	0250506	0258407	0265432	0272M5	0276593
0039312	0095314	0142412	0178976	0209251	0223413	0237426	0250577	0258424	0265693	0272576	027%0-
003934'1	0095728	0143047	0179943	0209613	0223-22	C 37679	02'00600	0258506	0265723	02; ,10	02%332
0030539	W95449	0143206	0181171	0209044	0223916	02'7692	0150744	0258813	0265817	m729(10	0278724
0039585	0095955	0144510	0182481	0209696	0224011	0237722	0250746	0259037	0265903	o272qi8	027 ,A3
0039605	0096232	014,1599	0182912	0209907	0224077	0237725	0250761	0259261	0265914	0273091	0278966
0039978	0097291	0144718	0183237	0210654	322411	0237893	0250773	0259374	0266133	0273104	0279032
0039934	0098798	0146652	0184056	0210830	0224532	0:,8704	0250883	0259886	0266180	0?73124	0279049
0040188	0101348	0146846	0164601	0210978	0:01655	0238719	0251158	C::9927	0266195	0273253	0279240

CHANGE OF REGISTERED

AGENT/OFFICE

(BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1: The name of the corporation is LAKEWAY HOSPITAL CORPORATION

2 The street address of its current registered office is 2908 Poston Avenue: Nashville: TN 372033

3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is 1900 Church Street: Suite 400, Nashville, TN 37203

4. The name of the current registered agent is Corporation Service Company

5. If the current registered agent is to be changed: the name of the new registered agent is:

National Registered Agents, Inc

6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date: 10-22-03

Name of Corporation: LAKEWAY HOSPITAL CORPORATION

Signer's Capacity Asst. Sec.

Signature: /s/ Kimberly A. Wright

Name (typed or printed)

CHANGE OF REGISTERED

AGENT/OFFICE

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Lakeway Hospital Corporation
2. The street address of its current registered office is 1900 Church Street, Suite 400, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is c/o Lakeway Regional Hospital, 726 McFarland St., Morristown (Hamblen County), TN 37814
4. The name of the current registered agent is National Registered Agents, Inc.
5. If the current registered agent is to be changed, the name of the new registered agent is Priscilla Mills, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date: 9-8-04

Name of Corporation: Lakeway Hospital Corporation

Signer's Capacity: Assistant Secretary

Signature: /s/ Robin J. Keck

Name (typed or printed): Robin J. Keck

CORPORATION ANNUAL REPORT

THIS REPORT IS DUE ON OR BEFORE 04/01/05

SECRETARY OF STATE CONTROL NUMBER 0278113

(2A) NAME AND MAILING ADDRESS OF CORPORATION

LAKEWAY HOSPITAL CORPORATION

SHERRY CONNELLY

155 FRANKLIN RD-S400

BRENTWOOD, TN 37027

D 04/14/1994 FOR PROFIT

(2B) STATE OR COUNTRY OF INCORPORATION

TENNESSEE

(2C) ADD OR CHANGE MAILING ADDRESS:

A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE

726 MCFARLAND STREET, MORRISTOWN, TN 37814

B. CHANGE OF PRINCIPAL ADDRESS:

155 Franklin Rd., Ste. 400, Brentwood, TN 37027

NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SEE ATTACHED LIST

BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY)

o SAME AS ABOVE o NONE

OR LISTED BELOW

SEE ATTACHED LIST

A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS: PRISCILLA MILLS, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS

c/o LAKEWAY Reg Hos., 726 McFARLAND ST, MORRISTOWN, TN 37814

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE:

A THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:
PUBLIC BENEFIT
PUBLIC MUTUAL

B IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

SIGNATURE /s/ Robin J. Keck

(9) DATE 3-15-05

Type Print Name of Signer: Robin J. Keck

TITLE OF SIGNER: Assistant Secretary

****THIS REPORT MUST BE DATED AND SIGNED****

LAKELWAY HOSPITAL CORPORATION

DIRECTORS

T. Mark Buford

Linda K. Parsons

OFFICERS

William S. Hussey-President

W. Larry Cash-Exec VP/CFO

Rachel A. Scifert-SVP/Sec/Gen Counsel

Martin G. Schweinhart-SVP, Operations

Kenneth D. Hawkins — SVP, Acquisitions and Development

James W. Doucette-VP. Finance and Treasurer

Robert A. Horrар, VP/Admin

Linda Parsons-VP, Hum.Res.

Carolyn S. Lipp-SVP/Qual. & Resource Management

Terry H. Hendon — VP, Acquisitions & Dev:

Robert O. Horrар — VP, Business Development and Managed Care

Larry Carlton-VP, Revenue Management

Sherry A. Connelly-Asst. Sec

Kimberly A. Wright -Asst. Sec

Robin J. Keck — Asst. Sec

Address for all officers and directors: 155 Franklin Road Suite 400, Brentwood, TN 37027

CORPORATION ANNUAL REPORT

THIS REPORT IS DUE ON OR BEFORE 04/01/06

SECRETARY OF STATE CONTROL NUMBER 0278113

(2A) NAME AND MAILING ADDRESS OF CORPORATION

LAKEWAY HOSPITAL CORPORATION

SHERRY CONNELLY

155 FRANKLIN RD-S400

BRENTWOOD, TN 37027

D 04/14/1994 FOR PROFIT

(2B) STATE OR COUNTRY OF INCORPORATION

TENNESSEE

(2C) ADD OR CHANGE MAILING ADDRESS:

7100 COMMERCE WAY SUITE 100

BRENTWOOD, TN 37027

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE

155 FRANKLIN RD, STE 400, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SEE ATTACHED LIST

BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY)

SAME AS ABOVE NONE

OR LISTED BELOW

SEE ATTACHED LIST

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS: PRISCILLA MILLS, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS

c/o LAKEWAY Reg Hos., 726 McFARLAND ST, MORRISTOWN, TN 37814

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE:

(7)A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:
 PUBLIC MUTUAL

B IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

SIGNATURE /s/ Robin J. Keck

(9) DATE 2-16-06

(10) Type Print Name of Signer: Robin J. Keck

(11) TITLE OF SIGNER: Assistant Secretary

****THIS REPORT MUST BE DATED AND SIGNED****

CONTINUED ON BACK

LAKESIDE HOSPITAL CORPORATION

DIRECTORS

T. Mark Buford

Linda K. Parsons

OFFICERS

William S. Hussey-President

W. Larry Cash-Exec VP/CFO

Rachel A. Seifert-SVP/Sec/Gen Counsel

Martin G. Schweinhart-SVP, Operations

Kenneth D. Hawkins — SVP, Acquisitions and Development

James W. Doucette-VP, Finance and Treasurer

T. Mark Buford-VP/Controller

Robert A. Horrар, VP/Admin

Linda Parsons-VP/Hum.Res.

Carolyn S. Lipp-SVP/Qual. & Resource Management

Terry H. Hendon – VP, Acquisitions & Dev.

Robert O. Horrар — VP, Business Development

Larry Carlton-VP, Revenue Management

Tim G. Marlette – VP, Materials Management

Kathie G. Thomas – VP, Home Health Services

Gerald A. Weissman – VP, Medical Staff Development

J. Gary Seay – VP and CIO

Sherry A. Mori-Asst. Sec

Robin J. Keck – Asst. Sec

ADDRESS FOR ALL OFFICERS AND DIRECTORS: 7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

ARTICLES OF AMENDMENT TO THE CHARTER

OF

LAKEWAY HOSPITAL CORPORATION SEP -5 PM 1:59

Corporate Control Number: 0278113

Pursuant to the provisions of Section 48-20-106 of the Tennessee Business Corporation Act, as amended, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation, as it appears of record, is Lakeway Hospital Corporation.
2. These Articles of Amendment are to be effective when filed by the Secretary of State.
3. Pursuant to these Articles of Amendment, Article VI of the State of Tennessee Charter of Lakeway Hospital Corporation is hereby amended in its entirety to read as follows:

“Article VI

The aggregate number of shares which the Corporation shall have authority to issue is Two Million, Five Hundred Thousand (2,500,000) shares of \$0.01 par value common stock which shall have unlimited voting rights and the right to receive the net assets of the corporation upon dissolution of the Corporation. Each One Million, Five Hundred Thousand (1,500,000) shares of the Corporation’s common stock issued and outstanding or held in the Corporation’s treasury immediately prior to the close of business on August 28, 2006 (“Effective Date”), shall be combined into one (1) fully paid and non-assessable share of common stock, par value of one cent (\$.01) per share, of the Corporation (“Post-Split Common Stock”). Each certificate that immediately prior to the Effective Date represented shares of common stock (“Pre-Split Common Stock”) shall thereafter represent the number of shares of Post-Split Common Stock into which the shares of Pre-Split Common Stock represented by such certificates shall be combined; provided, however, that each person holding of record a stock certificate(s) that represented shares of Pre-Split Common Stock shall receive, upon surrender of such certificate(s), a new certificate(s) representing the number of shares of Post-Split Common Stock to which such person is entitled by reason of the combination. The Corporation shall not issue fractional shares of Post-Split Common Stock with respect to the combination of shares provided for herein. The Corporation shall pay in cash the fair value of fractions of a share, based on a value of \$26.19 per share of Pre-Split Common Stock, as of the Effective Date to any shareholder who is entitled to receive a fractional share as a result of the combination of shares provided for herein.”

4. Lakeway Hospital Corporation is for profit corporation.
5. The amendment described herein was duly adopted by the shareholders of Lakeway Hospital Corporation on August 28, 2006, at a meeting duly held and constituted.

Dated: August 28, 2006.

LAKEWAY HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Rachel A. Seifert, Senior Vice President

CORPORATION ANNUAL REPORT

THIS REPORT IS DUE ON OR BEFORE 04/01/07

SECRETARY OF STATE CONTROL NUMBER 0278113

(2A) NAME AND MAILING ADDRESS OF CORPORATION

LAKEWAY HOSPITAL CORPORATION

7100 COMMERCE WAY, SUITE 100

BRENTWOOD, TN 37027

D 04/14/1994 FOR PROFIT

(2B) STATE OR COUNTRY OF INCORPORATION

TENNESSEE

(2C) ADD OR CHANGE MAILING ADDRESS:

4000 MERIDIAN BLVD.

FRANKLIN, TN 37067

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE

7100 COMMERCE WAY, SUITE 100, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

4000 MERIDIAN BLVD., FRANKLIN, TN 37067

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SEE ATTACHED LIST

BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY)

o SAME AS ABOVE o NONE OR LISTED BELOW

SEE ATTACHED LIST

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS: PRISCILLA MILLS, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS

c/o LAKEWAY Reg Hos., 726 McFARLAND ST, MORRISTOWN, TN 37814

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE:

(7)A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:
 PUBLIC MUTUAL

B IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

SIGNATURE /s/ Robin J. Keck

(9) DATE 3-5-07

(10) Type Print Name of Signer: Robin J. Keck

(11) TITLE OF SIGNER: Assistant Secretary

****THIS REPORT MUST BE DATED AND SIGNED****

LAKEWAY HOSPITAL CORPORATION

DIRECTORS:

T. Mark Buford

Linda K. Parsons

OFFICERS:

William S. Hussey-President

W. Larry Cash-Exec VP/CFO

Rachel A. Seifert-SVP/Sec/Gen Counsel

Martin G. Schweinhart-SVP, Operations

Kenneth D. Hawkins — SVP, Acquisitions and Development

James W. Doucette-VP, Finance and Treasurer

T. Mark Buford-VP/Controller

Robert A. Horrar, VP/Admin

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Carolyn S. Lipp-SVP/Qual. & Resource Management

J. Gary Seay-VP & CIO

Gerald A. Weissman-VP, Medical Staff Development

Terry H. Hendon – VP, Acquisitions & Dev.

Robert O. Horrar — VP, Business Development

Larry Carlton-VP, Revenue Management

Tim G. Marlette – VP, Materials Mgmt.

Kathie G. Thomas – VP, Home Health Services

Sherry A. Mori-Asst. Sec

Robin J. Keck – Asst. Sec

Address for all officers and directors: 4000 Meridian Blvd., Franklin, TN 37067

BYLAWS OF
LAKEWAY HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Nashville, Davidson County, State of Tennessee.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the charter, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record:

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the charter, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Tennessee or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall

be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the charter, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the charter expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services

as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the charter, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the

corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the charter. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Act (the "Tennessee Code"), other provisions of law, the charter or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the charter or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal

representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the charter, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Tennessee, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Tennessee Code requires, an advancement of expenses incurred by an indemnitee shall be made

only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Tennessee Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance

herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The undersigned officer of the corporation hereby confirms that the above bylaws were duly adopted as the bylaws of the corporation as of the 15th day of April, 1994.

/s/ Linda K. Parsons

Linda K. Parsons

Secretary

CHARTER
OF
LEXINGTON HOSPITAL CORPORATION

The undersigned person, having capacity to contract and acting as the incorporator of a corporation for profit under the Tennessee Business Corporation Act, hereby adopts the following Charter for such corporation:

1. The name of the corporation is: Lexington Hospital Corporation.
2. The corporation's initial registered office is located at 2908 Poston Avenue, Nashville, Tennessee 37203, County of Davidson. The initial registered agent at that office is Corporation Service Company.
3. The name and address of the incorporator is Kimberly A: Wright, Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
4. The address of the principal office of the corporation shall be Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
5. The corporation is for profit.
6. The corporation is authorized to issue one thousand (1,000) shares of common stock, no par value.
7. The business and affairs of the corporation shall be managed by a Board of Directors:
 - a. The number of directors and their term shall be specified in the Bylaws of the corporation;
 - b. Whenever the Board of Directors is required or permitted to take any action by vote, such action may be taken without a meeting on written consent setting forth the action so taken, signed by all of the directors, indicating each signing director's vote or abstention. The affirmative vote of the number of directors that would be necessary to authorize or to take such action at a meeting is an act of the Board of Directors;
 - c. Any or all of the directors may be removed with cause by a majority vote of the entire Board of Directors.
8. To the fullest extent permitted by the Tennessee Business Corporation Act as the same may be amended from time to time, a director, officer or incorporator of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty in such capacity. If the Tennessee Business Corporation Act is amended, after approval by the shareholders of this provision, to authorize corporate action further eliminating or limiting the personal liability of a director, officer or incorporator then the liability of a director, officer or incorporator of the corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended from time to time. Any repeal or

modification of this Section 8 by the shareholders of the corporation shall not adversely affect any right or protection of a director, officer or incorporator of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

9. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil criminal, administrative or investigative and whether formal or informal (hereafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or incorporator of the corporation or is or was serving at the request of the corporation as a director, officer, manager or incorporator of another corporation or as a partner or trustee of a partnership, joint venture, limited liability company, trust or other enterprise. Including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, manager or incorporator or in any other capacity while serving as a director, officer, manager or incorporator, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Act, as the same may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including but not limited to counsel fees, judgments, fines, ERISA, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, manager or incorporator and shall inure to the benefit of the indemnitee's heirs, executors and administrators. The right to indemnification conferred in this Section 9 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided however, that an advancement of expenses incurred by an Indemnitee shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnitee is not entitled to be indemnified for such expenses under this Section 9 or otherwise, the Indemnitee furnishes the corporation with a written affirmation of his or her good faith belief that he or she has met the standards for indemnification under the Tennessee Business Corporation Act, and a determination is made that the facts then known to those making the determination would not preclude indemnification.

The corporation may indemnify and advance expenses to an officer, employee or agent who is not a director to the same extent as to a director by specific action of the corporation's Board of Directors or by contract.

The rights to indemnification and to the advancement of expenses conferred in this Section 9 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, this Charter, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, and the corporation is hereby permitted to grant additional rights to indemnification and advancement of expenses, to the fullest extent permitted by law, by resolution of directors, or an agreement providing for such rights.

The corporation may maintain insurance, at its expense, to protect itself and any director, officer, manager, employee or agent of the corporation or of another corporation, partnership, joint venture, limited liability company, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Act.

Dated this 28th day of October, 2002.

/s/ Kimberly A. Wright

Kimberly A. Wright, Incorporator

Nashville, TN 37243

For Office Use Only

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Lexington Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name:
4. The assumed corporate name the corporation proposes to use is

Henderson County Community Hospital

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act]

Signature Date November 20, 2002

Name of Corporation Lexington Hospital Corporation

Signer's Capacity Assistant Secretary

Signature /s/ Kimberly A. Wright

Kimberly A. Wright

Name (typed or printed)

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Lexington Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Community Home Health Agency

NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date 12-31-02

Name of Corporation Lexington Hospital Corporation

Signer's Capacity Assistant Secretary

/s/ Sherry A. Connelly

Name (typed or printed) Sherry A. Connelly

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Lexington Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Ambulance Service of Lexington

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

Signature Date 12-31-02

Name of Corporation Lexington Hospital Corporation

Signer's Capacity Assistant Secretary

/s/ Sherry A. Connelly

Name (typed or printed) Sherry A. Connelly

CHANGE OF REGISTERED

AGENT/OFFICE

(BY CORPORATION)

For Office Use Only

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Lexington Hospital Corporation
2. The street address of its current registered office is 2908 Poston Avenue, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located 1900 Church Street, Suite 400, Nashville, TN 37203
4. The name of the current registered agent is Corporation Service Company
5. If the current registered agent is to be changed, the name of the new registered agent is National Registered Agents, Inc.
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Lexington Hospital Corporation

Signature Date 10-22-03

Name of Corporation LEXINGTON HOSPITAL CORPORATION

Signer's Capacity Asst. Sec.

Signature /s/ Kimberly A. Wright

Kimberly A. Wright

APPLICATION FOR
CANCELLATION OF
ASSUMED CORPORATE
NAME

Pursuant to the provisions of Section 48-14-101(e) of the Tennessee Business Corporation Act or Section 48-54-101(e) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Lexington Hospital Corporation
2. The state of country of incorporation is Tennessee
3. The corporation intends to cease transacting business under an assumed corporate name by canceling it.

The assumed corporate name to be cancelled is Community Home Health Agency.

Signature Date July 9, 2004

Name of Corporation Lexington Hospital Corporation

Signer's Capacity: Assistant Secretary

Signature /s/ Robin J. Keck

Name (typed or printed) Robin J. Keck

CHANGE OF REGISTERED

AGENT/OFFICE

(BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

- 1 The name of the corporation is Lexington Hospital Corporation
2. The street address of its current registered office is 1900 Church Street, Suite 400, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located c/o Henderson County Community Hospital, 200 West Church Street, Lexington (Henderson County), TN 38351
- 4: The name of the current registered agent is National Registered Agents, Inc.
5. If the current registered agent is to be changed, the name of the new registered agent is Don McElroy, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date 9-8-04

Name of Corporation Lexington Hospital Corporation

Signer's Capacity Assistant Secretary

Signature: /s/ Robin J. Keck

Name (typed or printed) Robin J. Keck

CHANGE OF REGISTERED

AGENT/OFFICE

(BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1 The name of the corporation is Lexington Hospital Corporation

2. The street address of its current registered office is c/o Henderson County Community Hospital, 200 West Church Street, Lexington (Henderson County), TN 38351

3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is N/A

4: The name of the current registered agent is Don McElroy, CEO

5. If the current registered agent is to be changed, the name of the new registered agent is Holly Fowler, CEO

6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

Signature Date May 27, 2005

Name of Corporation Lexington Hospital Corporation

Signer's Capacity Assistant Secretary

Signature: /s/ Robin J. Keck

Name (typed or printed) Robin J. Keck

CORPORATION ANNUAL REPORT

THIS REPORT IS DUE ON OR BEFORE 04/01/06

SECRETARY OF STATE CONTROL NUMBER 0435830

(2A) NAME AND MAILING ADDRESS OF CORPORATION

LEXINGTON HOSPITAL CORPORATION

155 FRANKLIN RD

STE 400

BRENTWOOD, TN 37027

D 010/29/2002 FOR PROFIT

(2B) STATE OR COUNTRY OF INCORPORATION

TENNESSEE

(2C) ADD OR CHANGE MAILING ADDRESS:

7100 COMMERCE WAY SUITE 100

BRENTWOOD, TN 37027

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE

155 FRANKLIN ROAD, STE 400, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SEE ATTACHED LIST

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY)

SAME AS ABOVE NONE

OR LISTED BELOW

SEE ATTACHED LIST

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS: HOLLY FOWLER, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS

C/O HENDERSON CO COMM, 200 WEST CHURCH ST, LEXINGTON, TN 38351

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE:

(7) A THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:
 PUBLIC MUTUAL

B IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

(B) SIGNATURE /s/ Robin J. Keck

(9) DATE 3-15-05

(10) Type Print Name of Signer: Robin J. Keck

(11) TITLE OF SIGNER: Assistant Secretary

****THIS REPORT MUST BE DATED AND SIGNED****

CONTINUED ON BACK

LEXINGTON HOSPITAL CORPORATION

DIRECTORS

William S. Hussey

W. Larry Cash

Rachel A. Seifert

OFFICERS

William S. Hussey-President

W. Larry Cash-Exec VP/CFO

Rachel A. Seifert-SVP/Sec/Gen Counsel

Martin G. Schweinhart-SVP, Operations

Kenneth D. Hawkins — SVP, Acquisitions and Development

James W. Doucette-VP, Finance and Treasurer

T. Mark Buford-VP/Controller

Robert A. Horrar, VP/Admin

Linda Parsons-VP/Hum.Res.

Carolyn S. Lipp-SVP/Qual. & Resource Management

Terry H. Hendon — VP, Acquisitions & Dev.

Robert O. Horrar — VP, Business Development

Larry Carlton-VP, Revenue Management

Tim G. Marlette — VP, Materials Management

Kathie G. Thomas — VP, Home Health Services

Gerald A. Weissman — VP, Medical Staff Development

J. Gary Seay — VP and CIO

Sherry A. Mori-Asst. Sec

Robin J. Keck — Asst. Sec

ADDRESS FOR ALL OFFICERS & DIRECTORS: 7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

CORPORATION ANNUAL REPORT

THIS REPORT IS DUE ON OR BEFORE 04/01/07

SECRETARY OF STATE CONTROL NUMBER 0435830

(2A) NAME AND MAILING ADDRESS OF CORPORATION

LAKEWAY HOSPITAL CORPORATION

7100 COMMERCE WAY

SUITE 100

BRENTWOOD, TN 37027

D 10/29/2002 FOR PROFIT

(2B) STATE OR COUNTRY OF INCORPORATION

TENNESSEE

(2C) ADD OR CHANGE MAILING ADDRESS:

4000 MERIDIAN BLVD.

FRANKLIN, TN 37067

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE

7100 COMMERCE WAY, SUITE 100, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

4000 MERIDIAN BLVD., FRANKLIN, TN 37067

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SEE ATTACHED LIST

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY)

o SAME AS ABOVE o NONE

OR LISTED BELOW

SEE ATTACHED LIST

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS: HOLLY FOWLER, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS

C/O HENDERSON CO COMM. 200 WEST CHURCH ST., LEXINGTON, TN 38351

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II) CHANGE OF REGISTERED OFFICE:

(7) A THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:
 PUBLIC MUTUAL

B IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

SIGNATURE /s/ Robin J. Keck

(9) DATE 3-5-07

Type Print Name of Signer: Robin J. Keck

TITLE OF SIGNER: Assistant Secretary

****THIS REPORT MUST BE DATED AND SIGNED****

LEXINGTON HOSPITAL CORPORATION

DIRECTORS:

William S. Hussey

W. Larry Cash

Rachel A. Seifert

OFFICERS:

William S. Hussey-President

W. Larry Cash-Exec VP/CFO

Rachel A. Seifert-SVP/Sec/Gen Counsel

Martin G. Schweinhart-SVP, Operations

Kenneth D. Hawkins - SVP, Acquisitions and Development

James W. Doucette-VP, Finance and Treasurer

T. Mark Buford-VP/Controller

Robert A. Horrар, VP/Admin

Linda Parsons-VP/Hum.Res.

Carolyn S. Lipp-SVP/Qual. & Resource Management

J. Gary Seay-VP & CIO

Gerald A. Weissman-VP, Medical Staff Development

Terry H. Hendon – VP, Acquisitions & Dev.

Robert O. Horrар - VP, Business Development

Larry Carlton-VP, Revenue Management

Tim G. Marlette – VP, Materials Mgmt.

Kathie G. Thomas – VP, Home Health Services

Sherry A. Mori-Asst. Sec

Robin J. Keck – Asst. Sec

Address for all officers and directors: 4000 Meridian Blvd., Franklin, TN 37067

BYLAWS OF
LEXINGTON HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Nashville, County of Davidson, State of Tennessee.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Tennessee or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Tennessee, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if

such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Tennessee Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 29th day of October, 2002.

CHARTER
OF
MARTIN HOSPITAL CORPORATION

The undersigned person, having capacity to contract and acting as the incorporator of a corporation for profit under the Tennessee Business Corporation Act, hereby adopts the following Charter for such corporation:

1. The name of the corporation is: Martin Hospital Corporation.
2. The corporation's initial registered office is located at 2908 Poston Avenue, Nashville, Tennessee 37203, County of Davidson. The initial registered agent at that office is Corporation Service Company.
3. The name and address of the incorporator is Kimberly A. Wright, Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
4. The address of the principal office of the corporation shall be Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
5. The corporation is for profit.
6. The corporation is authorized to issue one thousand (1,000) shares of common stock, no par value.
7. The business and affairs of the corporation shall be managed by a Board of Directors:
 - a. The number of directors and their term shall be specified in the Bylaws of the corporation;
 - b. Whenever the Board of Directors is required or permitted to take any action by vote, such action may be taken without a meeting on written consent setting forth the action so taken, signed by all of the directors, indicating each signing director's vote or abstention. The affirmative vote of the number of directors that would be necessary to authorize or to take such action at a meeting is an act of the Board of Directors;
 - c. Any or all of the directors may be removed with cause by a majority vote of the entire Board of Directors.
8. To the fullest extent permitted by the Tennessee Business Corporation Act as the same may be amended from time to time, a director, officer or incorporator of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty in such capacity. If the Tennessee Business Corporation Act is amended, after approval by the shareholders of this provision, to authorize corporate action further eliminating or limiting the personal liability of a director, officer or incorporator then the liability of a director, officer or incorporator of the corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended from time to time. Any repeal or

modification of this Section 8 by the shareholders of the corporation shall not adversely affect any right or protection of a director, officer or incorporator of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

9. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or incorporator of the corporation or is or was serving at the request of the corporation as a director, officer, manager or incorporator of another corporation or as a partner or trustee of a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, manager or incorporator or in any other capacity while serving as a director, officer, manager or incorporator, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Act, as the same may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such law permitted the corporation to provide prior to such amendment) against all expense, liability and loss (including but not limited to counsel fees, judgments, fines, ERISA, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, manager or incorporator and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. The right to indemnification conferred in this Section 9 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses incurred by an Indemnitee shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnitee is not entitled to be indemnified for such expenses under this Section 9 or otherwise, the Indemnitee furnishes the corporation with a written affirmation of his or her good faith belief that he or she has met the standards for indemnification under the Tennessee Business Corporation Act, and a determination is made that the facts then known to those making the determination would not preclude indemnification.

The corporation may indemnify and advance expenses to an officer, employee or agent who is not a director to the same extent as to a director by specific action of the corporation's Board of Directors or by contract.

The rights to indemnification and to the advancement of expenses conferred in this Section 9 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, this Charter, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, and the corporation is hereby permitted to grant additional rights to indemnification and advancement of expenses, to the fullest extent permitted by law, by resolution of directors, or an agreement providing for such rights.

The corporation may maintain insurance, at its expense, to protect itself and any director, officer, manager, employee or agent of the corporation or of another corporation, partnership, joint

venture, limited liability company, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Act.

Dated this 28th day of October, 2002.

/s/ Kimberly A. Wright

Kimberly A. Wright, Incorporator

Application for
Registration of
Assumed Corporate
Name

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Martin Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Volunteer Community Hospital

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

November 20, 2002

Signature Date

Martin Hospital Corporation

Name of Corporation

Assistant Secretary

Signer's Capacity

/s/ Kimberly A. Wright

Signature

Kimberly A. Wright

Name (typed or printed)

Change of Registered

Agent/Office

(by Corporation)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is MARTIN HOSPITAL CORPORATION
2. The street address of its current registered office is 2908 Poston Avenue, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is 1900 Church Street, Suite 400, Nashville, TN 37203
4. The name of the current registered agent is Corporation Service Company
5. If the current registered agent is to be changed, the name of the new registered agent is National Registered Agents, Inc.
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

10-22-03

Signature Date

MARTIN HOSPITAL CORPORATION

Name of Corporation

Asst. Sec.

Signer's Capacity

/s/Kimberly A. Wright

Signature

Kimberly A. Wright

Name (typed or printed)

Change of Registered

Agent/Office

(By Corporation)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Martin Hospital Corporation
2. The street address of its current registered office is 1900 Church Street, Suite 400, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is c/o Volunteer Community Hospital, 161 Mt. Pelia Road, Martin (Weakley County), TN 38237
4. The name of the current registered agent is National Registered Agents, Inc.
5. If the current registered agent is to be changed, the name of the new registered agent is Gene Raghianti, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

9-8-04

Signature Date

Martin Hospital Corporation

Name of Corporation

Assistant Secretary

Signer's Capacity

/s/Robin J. Keck

Signature

Robin J. Keck

Name (typed or printed)

Change of Registered

Agent/Office

(By Corporation)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation here submits this application:

1. The name of the corporation is Martin Hospital Corporation
2. The street address of its current registered office is c/o Volunteer Community Hospital, 161 Mt. Pelia Road, Martin (Weakley County), TN 38237
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is N/A
4. The name of the current registered agent is Gene Ragghianti, CEO
5. If the current registered agent is to be changed, the name of the new registered agent is John Langlois, CFO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

9-23-04

Signature Date

Martin Hospital Corporation

Name of Corporation

Assistant Secretary

Signer's Capacity

/s/ Robin J. Keck

Signature

Robin J. Keck

Name (typed or printed)

Change of Registered

Agent/Office

(By Corporation)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Martin Hospital Corporation
2. The street address of its current registered office is c/o Volunteer Community Hospital, 161 Mt. Pelia Road, Martin (Weakley County), TN 38237
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is N/A
4. The name of the current registered agent is John Langlois, CFO
5. If the current registered agent is to be changed, the name of the new registered agent is Steven Westenhofer, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

11-2-04

Signature Date

Martin Hospital Corporation

Name of Corporation

Assistant Secretary

Signer's Capacity

/s/ Robin J. Keck

Signature

Robin J. Keck

Name (typed or printed)

Corporation Annual Report

This report is due on or before 04/01/06

(1) SECRETARY OF STATE CONTROL NUMBER: 0435833

(2A) NAME AND MAILING ADDRESS OF CORPORATION:

MARTIN HOSPITAL CORPORATION

155 FRANKLIN ROAD

STE 400

BRENTWOOD, TN 37027

D 10/29/2002 FOR PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION:

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

7100 COMMERCE WAY SUITE 100

BRENTWOOD, TN 370270

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE: 155 FRANKLIN ROAD, STE 400, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

PRESIDENT SEE ATTACHED LIST

SECRETARY

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.)

SAME AS ABOVE NONE

OR LISTED BELOW:

SEE ATTACHED LIST

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS: STEVEN WESTENHOFER, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS: %VOLUNTEER COMM HOS, 161 MT PELIA ROAD, MARTIN, TN 38237

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE:

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX

PUBLIC

MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK. RELIGIOUS

(8) SIGNATURE /s/ Robin J. Keck

(9) DATE 2-16-06

(10) TYPE PRINT NAME OF SIGNER: Robin J. Keck

(11) TITLE OF SIGNER Asst. Sec.

**** THIS REPORT MUST BE DATED AND SIGNED ****

CONTINUED ON BACK

MARTIN HOSPITAL CORPORATION

DIRECTORS

William S. Hussey

W. Larry Cash

Rachel A. Seifert

OFFICERS

William S. Hussey-President

W. Larry Cash-Exec VP/CFO

Rachel A. Seifert-SVP/Sec/Gen Counsel

Martin G. Schweinhart-SVP, Operations

Kenneth D. Hawkins — SVP, Acquisitions and Development

James W. Doucette-VP, Finance and Treasurer

T. Mark Buford-VP/Controller

Robert A. Horrar, VP/Admin

Linda Parsons-VP/Hum.Res.

Carolyn S. Lipp-SVP/Qual. & Resource Management

Terry H. Hendon – VP, Acquisitions & Dev.

Robert O. Horrar — VP, Business Development

Larry Carlton-VP, Revenue Management

Tim G. Marlette – VP, Materials Management

Kathie G. Thomas – VP, Home Health Services

Gerald A. Weissman – VP, Medical Staff Development

J. Gary Seay – VP and CIO

Sherry A. Mori-Asst. Sec

Robin J. Keck – Asst. Sec

ADDRESS FOR ALL OFFICERS & DIRECTORS: 7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

CORPORATION ANNUAL REPORT

CURRENT FISCAL YEAR CLOSING MONTH: 12

THIS REPORT IS DUE ON OR BEFORE: 04/01/07

(1) SECRETARY OF STATE CONTROL Number: 0435833

(2A.) NAME AND MAILING ADDRESS OF CORPORATION

MARTIN HOSPITAL CORPORATION

7100 COMMERCE WAY

SUITE 100

BRENTWOOD, TN 37027

D 10/29/2002 FOR PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

4000 MERIDIAN BLVD.

FRANKLIN, TN 37067

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

7100 COMMERCE WAY, SUITE 100, BRENTWOOD, TN 37027

B. CHANCE OF PRINCIPAL ADDRESS:

4000 MERIDIAN BLVD., FRANKLIN, TN 37067

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

President SEE ATTACHED LIST

Secretary

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE.) (ATTACH ADDITIONAL SHEET IF NECESSARY.) []
SAME AS ABOVE, [] NONE, OR LISTED BELOW:

SEE ATTACHED LIST

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS: STEVEN WESTENHOFER, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

%VOLUNTEER COMM HOS, 161 MT. PELIA ROAD, MARTIN, TN 38237

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE

(I.) CHANGE OF REGISTERED AGENT:

(II.) CHANGE OF REGISTERED OFFICE (STREET ADDRESS):

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:

PUBLIC MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK RELIGIOUS

(8) SIGNATURE /s/ Robin J. Keck

(9) DATE 3- 5- 07

(10) TYPE/PRINT NAME OF SIGNER Robin J. Keck

(11) TITLE OF SIGNER Asst. Sec.

** THIS REPORT MUST BE DATED AND SIGNED **

MARTIN HOSPITAL CORPORATION

DIRECTORS:

William S. Hussey

W. Larry Cash

Rachel A. Seifert

OFFICERS:

William S. Hussey-President

W. Larry Cash-Exec VP/CFO

Rachel A. Seifert-SVP/Sec/Gen Counsel

Martin G. Schweinhart-SVP, Operations

Kenneth D. Hawkins — SVP, Acquisitions and Development

James W. Doucette-VP, Finance and Treasurer

T. Mark Buford-VP/Controller

Robert A. Horrар, VP/Admin

Linda Parsons-VP/Hum.Res.

Carolyn S. Lipp-SVP/Qual. & Resource Management

J. Gary Seay-VP & CIO

Gerald A. Weissman-VP, Medical Staff Development

Terry H. Hendon – VP, Acquisitions & Dev.

Robert O. Horrар — VP, Business Development

Larry Carlton-VP, Revenue Management

Tim G. Marlette – VP, Materials Mgmt.

Kathie G. Thomas – VP, Home Health Services

Sherry A. Mori-Asst. Sec

Robin J. Keck – Asst. Sec

Address for all officers and directors: 4000 Meridian Blvd., Franklin, TN 37067

BYLAWS OF
MARTIN HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Nashville, County of Davidson, State of Tennessee.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Tennessee or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Tennessee, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if

such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Tennessee Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 29th day of October, 2002.

CHARTER
OF
MCKENZIE HOSPITAL CORPORATION

The undersigned person, having capacity to contract and acting as the incorporator of a corporation for profit under the Tennessee Business Corporation Act, hereby adopts the following Charter for such corporation:

1. The name of the corporation is: McKenzie Hospital Corporation.
2. The corporation's initial registered office is located at 2908 Poston Avenue, Nashville, Tennessee 37203, County of Davidson. The initial registered agent at that office is Corporation Service Company.
3. The name and address of the incorporator is Kimberly A. Wright, Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
4. The address of the principal office of the corporation shall be Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
5. The corporation is for profit.
6. The corporation is authorized to issue one thousand (1,000) shares of common stock, no par value.
7. The business and affairs of the corporation shall be managed by a Board of Directors:
 - a. The number of directors and their term shall be specified in the Bylaws of the corporation;
 - b. Whenever the Board of Directors is required or permitted to take any action by vote, such action may be taken without a meeting on written consent setting forth the action so taken, signed by all of the directors, indicating each signing director's vote or abstention. The affirmative vote of the number of directors that would be necessary to authorize or to take such action at a meeting is an act of the Board of Directors;
 - c. Any or all of the directors may be removed with cause by a majority vote of the entire Board of Directors.
8. To the fullest extent permitted by the Tennessee Business Corporation Act as the same may be amended from time to time, a director, officer or incorporator of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty in such capacity. If the Tennessee Business Corporation Act is amended, after approval by the shareholders of this provision, to authorize corporate action further eliminating or limiting the personal liability of a director, officer or incorporator then the liability of a director, officer or incorporator of the corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended from time to time. Any repeal or modification of this

Section 8 by the shareholders of the corporation shall not adversely affect any right or protection of a director, officer or incorporator of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

9. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or incorporator of the corporation or is or was serving at the request of the corporation as a director, officer, manager or incorporator of another corporation or as a partner or trustee of a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, manager or incorporator or in any other capacity while serving as a director, officer, manager or incorporator, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Act, as the same may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including but not limited to counsel fees, judgments, fines, ERISA, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, manager or incorporator and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. The right to indemnification conferred in this Section 9 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses incurred by an Indemnitee shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnitee is not entitled to be indemnified for such expenses under this Section 9 or otherwise the Indemnitee furnishes the corporation with a written affirmation of his or her good faith belief that he or she has met the standards for indemnification under the Tennessee Business Corporation Act, and a determination is made that the facts then known to those making the determination would not preclude indemnification.

The corporation may indemnify and advance expenses to an officer, employee or agent who is not a director to the same extent as to a director by specific action of the corporation's Board of Directors or by contract.

The rights to indemnification and to the advancement of expenses conferred in this Section 9 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, this Charter, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, and the corporation is hereby permitted to grant additional rights to indemnification and advancement of expenses, to the fullest extent permitted by law, by resolution of directors, or an agreement providing for such rights.

The corporation may maintain insurance, at its expense, to protect itself and any director, officer, manager, employee or agent of the corporation or of another corporation, partnership, joint venture, limited liability company, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Act.

Dated this 28th day of October, 2002.

/s/ Kimberly A. Wright
Kimberly A. Wright, Incorporator

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

For Office Use Only

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is McKenzie Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is McKenzie Regional Hospital

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

November 20, 2002
Signature Date

McKenzie Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/ Kimberly A. Wright
Signature

Kimberly A. Wright
Name (typed or printed)

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

For Office Use Only

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is McKenzie Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Ambulance Service of McKenzie

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

12-31-02
Signature Date

McKenzie Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/ Sherry A. Connelly
Signature

Sherry A. Connelly
Name (typed or printed)

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

For Office Use Only

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is MCKENZIE HOSPITAL CORPORATION
2. The street address of its current registered office is 2908 Poston Avenue, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is 1900 Church Street, Suite 400, Nashville, TN 37203
4. The name of the current registered agent is Corporation Service Company.
5. If the current registered agent is to be changed, the name of the new registered agent is National Registered Agents, Inc.
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

10-22-03
Signature Date

MCKENZIE HOSPITAL CORPORATION
Name of Corporation

Asst. Sec.
Signer's Capacity

/s/ Kimberly A. Wright
Signature

Kimberly A. Wright
Name (typed or printed)

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

For Office Use Only

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is McKenzie Hospital Corporation
2. The street address of its current registered office is 1900 Church Street, Suite 400, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is c/o McKenzie Regional Hospital, 161 Hospital Drive, McKenzie (Carroll County), TN 38201
4. The name of the current registered agent is National Registered Agents, Inc.
5. If the current registered agent is to be changed, the name of the new registered agent is Robert Miller, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

9-8-04

Signature Date

McKenzie Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/ Robin J. Keck
Signature

Robin J. Keck
Name (typed or printed)

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

For Office Use Only

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is McKenzie Hospital Corporation
2. The street address of its current registered office is c/o McKenzie Regional Hospital, 161 Hospital Drive, McKenzie (Carroll County), TN 38201
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is N/A
4. The name of the current registered agent is Robert Miller, CEO.
5. If the current registered agent is to be changed, the name of the new registered agent is David Rasmussen, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

September 26, 2005
Signature Date

Mckenzie Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/ Robin J. Keck
Signature

Robin J. Keck
Name (typed or printed)

CORPORATION ANNUAL REPORT

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Avenue N, 6th Floor
William R. Snodgrass Tower
Nashville, TN 37243

Annual Report Filing Fee Due:
\$20, if no changes are made in block #6 to the registered agent/office, or \$40, if any changes are made in block #6 to the registered agent/office.

CURRENT FISCAL YEAR CLOSING MONTH: 12
IF DIFFERENT, CURRENT MONTH IS

THIS REPORT IS DUE ON OR BEFORE 04/01/06

(1) SECRETARY OF STATE CONTROL Number: 0435831

(2A) NAME AND MAILING ADDRESS OF CORPORATION:
MCKENZIE HOSPITAL CORPORATION
155 FRANKLIN ROAD
SUITE 400
BRENTWOOD, TN 37027
D 10/29/2002 FOR PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION:
TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:
7100 COMMERCE WAY SUITE 100
BRENTWOOD, TN 37027

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
155 FRANKLIN ROAD, SUITE 400, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

<u>STREET</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE + 4</u>
7100 COMMERCE WAY SUITE 100	BRENTWOOD	TN	37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE _____ NAME _____ BUSINESS ADDRESS _____ CITY, STATE, ZIP CODE + 4 _____
PRESIDENT _____ SEE ATTACHED LIST _____

SECRETARY _____

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY.)

SAME AS ABOVE NONE OR LISTED BELOW:

NAME _____ BUSINESS ADDRESS _____ CITY, STATE, ZIP CODE + 4 _____
SEE ATTACHED LIST _____

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:
DAVID RASMUSSEN, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:
% MCKENZIE REG HOS, 161 HOSPITAL DRIVE, MCKENZIE, TN 38201

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE:

STREET _____ CITY _____ STATE _____ ZIP CODE + 4 _____ COUNTY _____
TN

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX

PUBLIC MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION. PLEASE CHECK BOX IF BLANK.

RELIGIOUS

(8) SIGNATURE
/s/ Robin J. Keck

(9) DATE
2-16-06

(10) TYPE PRINT NAME OF SIGNER
Robin J. Keck

(11) TITLE OF SIGNER
Asst. Sec.

** THIS REPORT MUST BE DATED AND SIGNED **

CONTINUED ON BACK

MCKENZIE HOSPITAL CORPORATION

DIRECTORS

William S. Hussey
W. Larry Cash
Rachel A. Seifert

OFFICERS

William S. Hussey-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP/Controller
Robert A. Horrar, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual. & Resource Management
Terry H. Hendon – VP, Acquisitions & Dev.
Robert O. Horrar — VP, Business Development
Larry Carlton-VP, Revenue Management
Tim G. Marlette – VP, Materials Management
Kathie G. Thomas – VP, Home Health Services
Gerald A. Weissman – VP, Medical Staff Development
J. Gary Seay – VP and CIO
Sherry A. Mori-Asst. Sec
Robin J. Keck – Asst. Sec

ADDRESS FOR ALL OFFICERS & DIRECTORS: 7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

CORPORATION ANNUAL REPORT

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Avenue N, 6th Floor
William R. Snodgrass Tower
Nashville, TN 37243

Annual Report Filing Fee Due:
\$20, if no changes are made in block #6 to the registered agent/office, or
\$40, if any changes are made in block #6 to the registered agent/office.

CURRENT FISCAL YEAR CLOSING MONTH: 12

THIS REPORT IS DUE ON OR BEFORE 04/01/07

(1) SECRETARY OF STATE CONTROL Number: 0435831

(2A) NAME AND MAILING ADDRESS OF CORPORATION:
MCKENZIE HOSPITAL CORPORATION
7100 COMMERCE WAY
SUITE 100
BRENTWOOD, TN 37027
D 10/29/2002 FOR PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION:
TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:
400 MERIDIAN BLVD.
FRANKLIN, TN 37067

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
7100 COMMERCE WAY, SUITE 100, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

<u>STREET</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE + 4</u>
4000 MERIDIAN BLVD.	FRANKLIN	TN	37067

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

<u>TITLE</u>	<u>NAME</u>	<u>BUSINESS ADDRESS</u>	<u>CITY, STATE, ZIP CODE + 4</u>
PRESIDENT SECRETARY	SEE ATTACHED LIST		

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.)

SAME AS ABOVE NONE OR LISTED BELOW:

<u>NAME</u>	<u>BUSINESS ADDRESS</u>	<u>CITY, STATE, ZIP CODE + 4</u>
SEE ATTACHED LIST		

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

DAVID RASMUSSEN, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

% MCKENZIE REG HOS, 161 HOSPITAL DRIVE, MCKENZIE, TN 38201

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE (Street Address):

<u>(CITY)</u>	<u>(STATE) TN</u>	<u>ZIP CODE + 4</u>	<u>COUNTY</u>
---------------	-------------------	---------------------	---------------

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX

PUBLIC MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION. PLEASE CHECK BOX IF BLANK. RELIGIOUS

(8) SIGNATURE

/s/ Robin J. Keck

(9) DATE
3-5-07

(10) TYPE PRINT NAME OF SIGNER
Robin J. Keck

(11) TITLE OF SIGNER
Asst. Sec.

** THIS REPORT MUST BE DATED AND SIGNED **

CONTINUED ON BACK

MCKENZIE HOSPITAL CORPORATION

DIRECTORS:

William S. Hussey
W. Larry Cash
Rachel A. Seifert

OFFICERS:

William S. Hussey-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP/Controller
Robert A. Horrar, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual. & Resource Management
J. Gary Seay-VP & CIO
Gerald A. Weissman-VP, Medical Staff Development
Terry H. Hendon – VP, Acquisitions & Dev.
Robert O. Horrar — VP, Business Development
Larry Carlton-VP, Revenue Management
Tim G. Marlette – VP, Materials Mgmt.
Kathie G. Thomas – VP, Home Health Services
Sherry A. Mori-Asst. Sec
Robin J. Keck – Asst. Sec

Address for all officers and directors: 4000 Meridian Blvd., Franklin, TN 37067

BYLAWS OF
MCKENZIE HOSPITAL CORPORATION

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Nashville, County of Davidson, State of Tennessee.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Tennessee or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to

preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the

corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V
OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI
CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Tennessee, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such

indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Tennessee Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter

acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 29th day of October, 2002.

CHARTER
OF
MCNAIRY HOSPITAL CORPORATION

The undersigned person, having capacity to contract and acting as the incorporator of a corporation for profit under the Tennessee Business Corporation Act, hereby adopts the following Charter for such corporation:

1. The name of the corporation is: McNairy Hospital Corporation.
2. The corporation's initial registered office is located at 2908 Poston Avenue, Nashville, Tennessee 37203, County of Davidson. The initial registered agent at that office is Corporation Service Company.
3. The name and address of the incorporator is Kimberly A. Wright, Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
4. The address of the principal office of the corporation shall be Suite 400, 155 Franklin Road, Brentwood, Tennessee 37027.
5. The corporation is for profit.
6. The corporation is authorized to issue one thousand (1,000) shares of common stock, no par value.
7. The business and affairs of the corporation shall be managed by a Board of Directors:
 - a. The number of directors and their term shall be specified in the Bylaws of the corporation;
 - b. Whenever the Board of Directors is required or permitted to take any action by vote, such action may be taken without a meeting on written consent setting forth the action so taken, signed by all of the directors, indicating each signing director's vote or abstention. The affirmative vote of the number of directors that would be necessary to authorize or to take such action at a meeting is an act of the Board of Directors;
 - c. Any or all of the directors may be removed with cause by a majority vote of the entire Board of Directors.
8. To the fullest extent permitted by the Tennessee Business Corporation Act as the same may be amended from time to time, a director, officer or incorporator of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty in such capacity. If the Tennessee Business Corporation Act is amended, after approval by the shareholders of this provision, to authorize corporate action further eliminating or limiting the personal liability of a director, officer or incorporator then the liability of a director, officer or incorporator of the corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Business Corporation Act, as so amended from time to time. Any repeal or modification of this

Section 8 by the shareholders of the corporation shall not adversely affect any right or protection of a director, officer or incorporator of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

9. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or incorporator of the corporation or is or was serving at the request of the corporation as a director, officer, manager or incorporator of another corporation or as a partner or trustee of a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, manager or incorporator or in any other capacity while serving as a director, officer, manager or incorporator, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Act, as the same may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including but not limited to counsel fees, judgments, fines, ERISA, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, manager or incorporator and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. The right to indemnification conferred in this Section 9 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"): provided, however, that an advancement of expenses incurred by an Indemnitee shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnitee is not entitled to be indemnified for such expenses under this Section 9 or otherwise, the Indemnitee furnishes the corporation with a written affirmation of his or her good faith belief that he or she has met the standards for indemnification under the Tennessee Business Corporation Act, and a determination is made that the facts then known to those making the determination would not preclude indemnification.

The corporation may indemnify and advance expenses to an officer, employee or agent who is not a director to the same extent as to a director by specific action of the corporation's Board of Directors or by contract.

The rights to indemnification and to the advancement of expenses conferred in this Section 9 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, this Charter, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, and the corporation is hereby permitted to grant additional rights to indemnification and advancement of expenses, to the fullest extent permitted by law, by resolution of directors, or an agreement providing for such rights.

The corporation may maintain insurance, at its expense, to protect itself and any director, officer, manager, employee or agent of the corporation or of another corporation, partnership, joint venture, limited liability company, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Act.

Dated this 28th day of October, 2002.

/s/ Kimberly A. Wright
Kimberly A. Wright, Incorporator

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

For Office Use Only

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is McNairy Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is McNairy Regional Hospital

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

November 20, 2002
Signature Date

McNairy Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/ Kimberly A. Wright
Signature

Kimberly A. Wright
Name (typed or printed)

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
REGISTRATION OF
ASSUMED CORPORATE
NAME

For Office Use Only

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1. The true name of the corporation is McNairy Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name
4. The assumed corporate name the corporation proposes to use is Ambulance Service of McNairy

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

12-31-02
Signature Date

McNairy Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/ Sherry A. Connelly
Signature

Sherry A. Connelly
Name (typed or printed)

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

For Office Use Only

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is MCNAIRY HOSPITAL CORPORATION
2. The street address of its current registered office is 2908 Poston Avenue, Nashville, TN 37203
3. If the current registered office to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is 1900 Church Street, Suite 400, Nashville, TN 37203
4. The name of the current registered agent is Corporation Service Company
5. If the current registered agent is to be changed, the name of the new registered agent is National Registered Agents, Inc.
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

10-22-03
Signature Date

MCNAIRY HOSPITAL CORPORATION
Name of Corporation

Asst. Sec.
Signer's Capacity

/s/ Kimberly A. Wright
Signature

Kimberly A. Wright
Name (typed or printed)

State of Tennessee
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

For Office Use Only

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1. The name of the corporation is McNairy Hospital Corporation
2. The street address of its current registered office is 1900 Church Street, Suite 400, Nashville, TN 37203
3. If the current registered office to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is c/o McNairy Regional Hospital, 705 Poplar Avenue, Selmer (McNairy County), TN 38375
4. The name of the current registered agent is National Registered Agents, Inc.
5. If the current registered agent is to be changed, the name of the new registered agent is Pamela Roberts, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

9-8-04

Signature Date

McNairy Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/ Robin J. Keck
Signature

Robin J. Keck
Name (typed or printed)

CORPORATION ANNUAL REPORT

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Avenue N. 6th Floor
William R. Snodgrass Tower
Nashville, TN 37243

Annual Report Filing Fee Due:
\$20, if no changes are made in block #6 to the registered agent/office, or
\$40, if any changes are made in block #6 to the registered agent/office.

CURRENT FISCAL YEAR CLOSING MONTH: 12
IF DIFFERENT, CURRENT MONTH IS

THIS REPORT IS DUE ON OR BEFORE 04/01/06

(1) SECRETARY OF STATE CONTROL Number: 0435832

(2A) NAME AND MAILING ADDRESS OF CORPORATION:
MCNAIRY HOSPITAL CORPORATION
155 FRANKLIN ROAD
SUITE 400
BRENTWOOD, TN 37027
D 10/29/2002 FOR PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION:
TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:
7100 COMMERCE WAY SUITE 100
BRENTWOOD, TN 37027

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
155 FRANKLIN ROAD, SUITE 400, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

<u>STREET</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE + 4</u>
7100 COMMERCE WAY SUITE 100	BRENTWOOD	TN	37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE _____ NAME _____ BUSINESS ADDRESS _____ CITY, STATE, ZIP
PRESIDENT _____ SEE ATTACHED LIST _____ CODE + 4 _____

SECRETARY

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY.)

SAME AS ABOVE NONE OR LISTED BELOW:

NAME _____ BUSINESS ADDRESS _____ CITY, STATE, ZIP CODE + 4
SEE ATTACHED LIST _____

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

PAMELA ROBERTS, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

% MCKENZIE REG HOS, 705 POPLAR AVENUE, SELMER, TN 38375

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE:

STREET _____ CITY _____ STATE _____ ZIP CODE + 4 _____ COUNTY _____
TN

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX

PUBLIC MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK. RELIGIOUS

(8) SIGNATURE
/s/ Robin J. Keck

(9) DATE
2-16-06

(10) TYPE PRINT NAME OF SIGNER
Robin J. Keck

(11) TITLE OF SIGNER
Asst. Sec.

** THIS REPORT MUST BE DATED AND SIGNED **

CONTINUED ON BACK

MCNAIRY HOSPITAL CORPORATION

DIRECTORS

William S. Hussey
W. Larry Cash
Rachel A. Seifert

OFFICERS

William S. Hussey-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP/Controller
Robert A. Horrar, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-S'VP/Qual. & Resource Management
Terry H. Hendon – VP, Acquisitions & Dev.
Robert O. Horrar — VP, Business Development
Larry Carlton-VP, Revenue Management
Tim G. Marlette – VP, Materials Management
Kathie G. Thomas – VP, Home Health Services
Gerald A. Weissman – VP, Medical Staff Development
J. Gary Seay – VP and CIO
Sherry A. Mori-Asst. Sec
Robin J. Keck – Asst. Sec

ADDRESS FOR ALL OFFICERS & DIRECTORS: 7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

CORPORATION ANNUAL REPORT

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Avenue N. 6th Floor
William R. Snodgrass Tower
Nashville, TN 37243

Annual Report Filing Fee Due:
\$20, if no changes are made in block #6 to the registered agent/office, or
\$40, if any changes are made in block #6 to the registered agent/office.

CURRENT FISCAL YEAR CLOSING MONTH: 12

THIS REPORT IS DUE ON OR BEFORE 04/01/07

(1) SECRETARY OF STATE CONTROL Number: 0435832

(2A) NAME AND MAILING ADDRESS OF CORPORATION:

MCNAIRY HOSPITAL CORPORATION
7100 COMMERCE WAY
SUITE 100
BRENTWOOD, TN 37027
D 10/29/2002 FOR PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION:

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

4000 MERIDIAN BLVD.
FRANKLIN, TN 37067

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

7100 COMMERCE WAY, SUITE 100, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

<u>STREET</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE + 4</u>
4000 MERIDIAN BLVD.	FRANKLIN	TN	37067

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS.
(ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE _____ NAME _____ BUSINESS ADDRESS _____ CITY, STATE, ZIP
PRESIDENT SEE ATTACHED LIST CODE + 4 _____

SECRETARY

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE) (ATTACH ADDITIONAL SHEET IF NECESSARY.)

SAME AS ABOVE NONE OR LISTED BELOW:

NAME _____ BUSINESS ADDRESS _____ CITY, STATE, ZIP CODE + 4
SEE ATTACHED LIST _____

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:
PAMELA ROBERTS, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:
% MCNAIRY REG HOS, 705 POPLAR AVENUE, SELMER, TN 38375

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE (Street Address):

(CITY) _____ (STATE) TN _____ ZIP CODE + 4 _____ COUNTY _____

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX

PUBLIC MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION. PLEASE CHECK BOX IF BLANK. RELIGIOUS

(8) SIGNATURE

/s/ Robin J. Keck

(9) DATE
3-5-07

(10) TYPE PRINT NAME OF SIGNER
Robin J. Keck

(11) TITLE OF SIGNER
Asst. Sec.

** THIS REPORT MUST BE DATED AND SIGNED **

MCNAIRY HOSPITAL CORPORATION

DIRECTORS

William S. Hussey
W. Larry Cash
Rachel A. Seifert

OFFICERS:

William S. Hussey-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP/Controller
Robert A. Horrar, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual. & Resource Management
J. Gary Seay-VP & CIO
Gerald A. Weissman-VP, Medical Staff Development
Terry H. Hendon – VP, Acquisitions & Dev.
Robert O. Horrar — VP, Business Development
Larry Carlton-VP, Revenue Management
Tim G. Marlette – VP, Materials Mgmt.
Kathie G. Thomas – VP, Home Health Services
Sherry A. Mori-Asst. Sec
Robin J. Keck – Asst. Sec
Address for all officers and directors: 4000 Meridian Blvd., Franklin, TN 37067

BYLAWS OF
MCNAIRY HOSPITAL CORPORATION

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Nashville, County of Davidson, State of Tennessee.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Tennessee or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to

preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the

corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V
OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI
CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Law of 1988, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Tennessee, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Law of 1988, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement)

reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Tennessee Business Corporation Law of 1988, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Tennessee Business Corporation Law of 1988, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Law of 1988, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 29th day of October, 2002.

CHARTER
OF
SHELBYVILLE HOSPITAL CORPORATION

The undersigned person, having capacity to contract and acting as the incorporator of a corporation for profit under the Tennessee Business Corporation Act, hereby adopts the following Charter for such corporation:

1. The name of the corporation is: Shelbyville Hospital Corporation.
 2. The corporation's initial registered office is located at 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027, County of Williamson. The initial registered agent at that office is Rachel A. Seifert.
 3. The name and address of the incorporator is Robin J. Keck, 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027.
 4. The address of the principal office of the corporation shall be 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027.
 5. The corporation is for profit.
 6. The corporation is authorized to issue one thousand (1,000) shares of \$.01 par value per share common stock.
 - 7 The business and affairs of the corporation shall be managed by a Board of Directors:
 - a. The number of directors and their term shall be specified in the Bylaws of the corporation;
 - b. Whenever the Board of Directors is required or permitted to take any action by vote, such action may be taken without a meeting on written consent setting forth the action so taken, signed by all of the directors, indicating each signing director's vote or abstention. The affirmative vote of the number of directors that would be necessary to authorize or to take such action at a meeting is an act of the Board of Directors;
 - c. Any or all of the directors may be removed with cause by a majority vote of the entire Board of Directors.
 8. To the fullest extent permitted by the Tennessee Business Corporation Act as the same may be amended from time to time, a director, officer or incorporator of the corporation shall not be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty in such capacity. If the Tennessee Business Corporation Act is amended, after approval by the shareholders of this provision, to authorize corporate action further eliminating or limiting the personal liability of a director, officer or incorporator then the liability of a director, officer or incorporator of the corporation shall be eliminated or limited to the fullest extent permitted by
-

the Tennessee Business Corporation Act, as so amended from time to time. Any repeal or modification of this Section 8 by the shareholders of the corporation shall not adversely affect any right or protection of a director, officer or incorporator of the corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

9. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or incorporator of the corporation or is or was serving at the request of the corporation as a director, officer, manager or incorporator of another corporation or as a partner or trustee of a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, manager or incorporator or in any other capacity while serving as a director, officer, manager or incorporator, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Business Corporation Act, as the same may be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such law permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including but not limited to counsel fees, judgments, fines, ERISA, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, manager or incorporator and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. The right to indemnification conferred in this Section 9 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that an advancement of expenses incurred by an Indemnitee shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnitee is not entitled to be indemnified for such expenses under this Section 9 or otherwise, the Indemnitee furnishes the corporation with a written affirmation of his or her good faith belief that he or she has met the standards for indemnification under the Tennessee Business Corporation Act, and a determination is made that the facts then known to those making the determination would not preclude indemnification.

The corporation may indemnify and advance expenses to an officer, employee or agent who is not a director to the same extent as to a director by specific action of the corporation's Board of Directors or by contract.

The rights to indemnification and to the advancement of expenses conferred in this Section 9 shall not be exclusive of any other right that any person may have or hereafter acquire under any statute, this Charter, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, and the corporation is hereby permitted to grant additional rights to indemnification and advancement of expenses, to the fullest extent permitted by law, by resolution of directors, or an agreement providing for such rights.

The corporation may maintain insurance, at its expense, to protect itself and any director, officer, manager, employee or agent of the corporation or of another corporation, partnership, joint venture, limited liability company, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Business Corporation Act.

Dated this 24th day of May, 2005.

/s/ Robin J. Keck
Robin J. Keck, Incorporator

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Shelbyville Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Bedford County Medical Center

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

June 2, 2005
Signature Date

Shelbyville Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/ Robin J. Keck
Signature

Robin J. Keck
Name (typed or printed)

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Shelbyville Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Bedford County Medical Center Home Health

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

June 6, 2005
Signature Date

Shelbyville Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/ Robin J. Keck
Signature

Robin J. Keck
Name (typed or printed)

5500 1344

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only

Received
STATE OF TENNESSEE
2005 JUL -6 AM 9:28
RILEY DARNELL
SECRETARY OF STATE

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The true name of the corporation is Shelbyville Hospital Corporation
2. The state or country of incorporation is Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name.
4. The assumed corporate name the corporation proposes to use is Wartrace Family Practice Clinic

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

June 27, 2005
Signature Date

Shelbyville Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/ Robin J. Keck
Signature

Robin J. Keck
Name (typed or printed)

5504 1220

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only

2005 JUL 12 AM 9:16

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Shelbyville Hospital Corporation
2. The street address of its current registered office is 155 Franklin Road, Suite 400, Brentwood, TN 37027
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is c/o Bedford County Medical Center, 845 Union Street, Shelbyville (Bedford County), TN 37160
4. The name of the current registered agent is Rachel A. Seifert
5. If the current registered agent is to be changed, the name of the new registered agent is William Macri, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

June 30, 2005
Signature Date

Shelbyville Hospital Corporation
Name of Corporation

Assistant Secretary
Signer's Capacity

/s/ Robin J. Keck
Signature

Robin J. Keck
Name (typed or printed)

5740.0973

CORPORATION ANNUAL REPORT

Annual Report Filing Fee Due:

\$20, If no changes are made in block #6 the registered agent/office, or
\$40, If any changes are made in block #6 the registered agent/office

Please return completed form to:

TENNESSEE SECRETARY OF STATE

Attn: Annual Report

312 Eighth Ave. N, 6th Floor

William R. Snodgrass Tower

Nashville, TN. 37243

CURRENT FISCAL YEAR CLOSING MONTH: 12

CORRECT MONTH IS

IF DIFFERENT,

THIS REPORT IS DUE ON OR BEFORE 04/01/06

(1) SECRETARY OF STATE CONTROL NUMBER: 0494640

(2A.) NAME AND MAILING ADDRESS OF CORPORATION:

SHELBYVILLE HOSPITAL CORPORATION

155 FRANKLIN ROAD

SUITE 400

BRENTWOOD, TN 37027

D 05/25/2005 FOR PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION:

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

7100 COMMERCE WAY SUITE 100

BRENTWOOD, TN 37027

5740.0973

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

155 FRANKLIN ROAD, SUITE 400, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE + 4
7100 COMMERCE WAY SUITE	BRENTWOOD	TN	37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS. (ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE +4
PRESIDENT	SEE ATTACHED LIST		

SECRETARY

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.) SAME AS ABOVE NONE OR LISTED BELOW:

NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
SEE ATTACHED LIST		

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

WILLIAM MACRI, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

845 UNION STREET, BEDFORD CO. MED. CTR, SHELBYVILLE, TN 37160

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE:

STREET	CITY	STATE	ZIP CODE	COUNTY
		TN		

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:

PUBLIC MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.
o RELIGIOUS

(8) SIGNATURE
/s/ Robin J. Keck

(9) DATE
2.16.06

(10) TYPE PRINT NAME OF SIGNER
Robin J. Keck

(11) TITLE OF SIGNER
Asst. Sec.

* * THIS REPORT MUST BE DATED AND SIGNED 'CONTINUED ON BACK

RECEIVED
STATE OF TENNESSEE

06 MAR 29 AM 8:31

RILEY DARNELL
SECRETARY OF STATE

SHELBYVILLE HOSPITAL CORPORATION

DIRECTORS

William S. Hussey
W. Larry Cash
Rachel A. Seifert

OFFICERS

William S. Hussey-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen.Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP/Controller
Robert A. Horrar, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual. & Resource Management
Terry H. Hendon – VP, Acquisitions & Dev.
Robert O. Horrar — VP, Business Development
Larry Carlton-VP, Revenue Management
Tim G. Marlette – VP, Materials Management
Kathie G. Thomas – VP, Home Health Services
Gerald A. Weissman – VP, Medical Staff Development
J. Gary Seay – VP and CIO
Sherry A. Mori-Asst. Sec
Robin J. Keck – Asst. Sec

ADDRESS FOR ALL OFFICERS & DIRECTORS: 7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

6012.0371

CORPORATION ANNUAL REPORT

Annual Report Filing Fee Due:

\$20, If no changes are made in block #6 the registered agent/office, or
\$40, If any changes are made in block #6 the registered agent/office

Please return completed form to:

TENNESSEE SECRETARY OF STATE

Attn: Annual Report

312 Eighth Ave. N, 6th Floor

William R. Snodgrass Tower

Nashville, TN. 37243

CURRENT FISCAL YEAR CLOSING MONTH: 12

THIS REPORT IS DUE ON OR BEFORE 04/01/07

(1) SECRETARY OF STATE CONTROL NUMBER: 0494640

(2A.) NAME AND MAILING ADDRESS OF CORPORATION:

SHELBYVILLE HOSPITAL CORPORATION

7100 COMMERCE WAY

SUITE 100

BRENTWOOD, TN 37027

D 05/25/2005 FOR PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION:

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

4000 MERIDIAN BLVD.

FRANKLIN, TN 37067

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

7100 COMMERCE WAY, SUITE 100, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

STREET
4000 MERIDIAN BLVD.

CITY
FRANKLIN

STATE
TN

ZIP CODE + 4
37067

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS. (ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE +4
PRESIDENT	SEE ATTACHED LIST		

SECRETARY

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.) SAME AS ABOVE NONE OR LISTED BELOW:

NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
SEE ATTACHED LIST		

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

WILLIAM MACRI, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

845 UNION STREET, BEDFORD CO. MED. CTR, SHELBYVILLE, TN 37160

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE:

(City) (State) TN (Zip code +4)

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX:

PUBLIC MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.

RELIGIOUS

(8) SIGNATURE

/s/ Robin J. Keck

(9) DATE
3.5.07

(10) TYPE PRINT NAME OF SIGNER
Robin J. Keck

(11) TITLE OF SIGNER
Asst. Sec.

** THIS REPORT MUST BE DATED AND SIGNED**

CONTINUED ON BACK

RECEIVED
STATE OF TENNESSEE

2007 MAR 20 PM 2:01

RILEY DARNELL
SECRETARY OF STATE

SHELBYVILLE HOSPITAL CORPORATION

DIRECTORS:

William S. Hussey
W. Larry Cash
Rachel A. Seifert

OFFICERS:

William S. Hussey-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen. Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP/Controller
Robert A. Horrar, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual. & Resource Management
J. Gary Seay-VP & CIO
Gerald A. Weissman-VP, Medical Staff Development
Terry H. Hendon – VP, Acquisitions & Dev.
Robert O. Horrar — VP, Business Development
Larry Carlton-VP, Revenue Management
Tim G. Marlette – VP, Materials Mgmt.
Kathie G. Thomas – VP, Home Health Services Sherry
A. Mori-Asst. Sec
Robin J. Keck – Asst. Sec

Address for all officers and directors: 4000 Meridian Blvd., Franklin, TN 37067

BYLAWS OF
SHELBYVILLE HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The initial registered office shall be in the City of Brentwood, County of Williamson, State of Tennessee.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Tennessee or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Act (the "Tennessee Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Tennessee, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Code, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Tennessee Code, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Code, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Tennessee Code, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Code, as amended.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 25th day of May, 2005.

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STATE OF TENNESSEE

94 DEC 20 PM 12:00

RILEY DARNELL
SECRETARY OF STATE

CHARTER

OF

SPARTA HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Tennessee Business Corporation Act, as amended, hereby adopts the following charter for such corporation:

ARTICLE ONE

The name of the Corporation is Sparta Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is for profit.

ARTICLE FOUR

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Tennessee Business Corporation Act (the "Tennessee Code").

ARTICLE FIVE

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of \$.01 par value per share common stock.

ARTICLE SIX

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received.

ARTICLE SEVEN

The street address of its initial registered office is 306 Guy Street, Suite 200, Nashville, Davidson County, Tennessee 37201 and the name of its initial registered agent at such address is Corporation Service Company.

ARTICLE EIGHT

The complete address of the corporation's principal office is 155 Franklin Road, Suite 400, Brentwood, Williamson County, Tennessee 37027.

ARTICLE NINE

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE TEN

The name and address of the incorporator is:

Robin J. Payton
414 Union Street, Suite 1600
Nashville, TN 37219

ARTICLE ELEVEN

To the greatest extent permitted by Tennessee law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 48-18-304 of the Tennessee Code or (iv) for any transaction from which the director derives an improper personal benefit. If the Tennessee Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Tennessee Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TWELVE

A. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such

proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Tennessee Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Tennessee Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Tennessee Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Tennessee Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE THIRTEEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 20th day of December, 1994.

/s/ Robin J. Payton
Robin J. Payton, Incorporator
414 Union Street
Suite 1600
Nashville, TN 37219

ARTICLES OF MERGER

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-21-104 of the Tennessee Business Corporation Act, as amended, the undersigned domestic corporation hereby submits the following Articles of Merger and states as follows:

1. The plan of merger is as follows:

Hospital Corporation of White County, a Tennessee corporation, shall merge into Sparta Hospital Corporation, a Tennessee corporation, without any consideration payable to the shareholder of Hospital Corporation of White County. The stock of Sparta Hospital Corporation shall be cancelled and the stock of Sparta Hospital Corporation shall remain outstanding as the shares of the surviving corporation.

2. The names of each corporation that is a party to the aforesaid merger, and, for each corporation, the date of the meeting at which the plan was adopted is as follows:

Hospital Corporation of White County	December 29, 1994
Sparta Hospital Corporation	December 29, 1994

3. The plan was duly approved by unanimous written consents of the shareholders of each corporation.

4. The merger shall be effective upon filing of these Articles of Merger with the Secretary of State of Tennessee, or the close of business on December 31, 1994, whichever is later.

Dated: December 29, 1994.

SPARTA HOSPITAL CORPORATION

By: /s/

Capacity: Sr. Vice President

PLAN OF MERGER

This Plan of Merger is prepared pursuant to the provisions of Section 48-21-101 of the Tennessee Business Corporation Act, as amended.

1. The name of the merging corporations are Hospital Corporation of White County and Sparta Hospital Corporation. Both corporations are organized under the laws of the State of Tennessee.
2. The name of the surviving corporation is Sparta Hospital Corporation.
3. Each corporation is for profit.
4. The terms and conditions of the proposed merger are:

Hospital Corporation of White County, a Tennessee corporation, shall merge into Sparta Hospital Corporation, a Tennessee corporation, without any consideration payable to the shareholder of Hospital Corporation of White County.

5. The manner and basis of converting the shares of each corporation into shares, obligations or other securities of the surviving or any other corporation or into cash or other property, in whole or in part, is as follows:

The stock of Hospital Corporation of White County shall be cancelled and the stock of Sparta Hospital Corporation shall remain outstanding as the shares of the surviving corporation.

Dated as of December 31, 1994.

HOSPITAL CORPORATION OF WHITE COUNTY

By: /s/

Capacity: Sr. Vice President

SPARTA HOSPITAL CORPORATION

By: /s/

Capacity: Sr. Vice President

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RILEY DARNELL
SECRETARY OF STATE

ARTICLES OF CORRECTION

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-11-305 of the Tennessee Business Corporation Act, as amended, the undersigned corporation hereby submits this application:

1. The name of the corporation is Sparta Hospital Corporation.
2. A copy of the incorrect document, as filed, is attached hereto.
3. A description of the incorrect document, filed December 30, 1994, is set forth below:

The Articles of Merger of Sparta Hospital Corporation contained the following incorrect statement in the plan of merger description listed as item 1:

“The stock of Sparta Hospital Corporation shall be cancelled and the stock of Sparta Hospital Corporation shall remain outstanding as the shares of the surviving corporation.”

4. The following correct statement substitutes the first occurrence of the words “Sparta Hospital Corporation” with the words “Hospital Corporation of White County”:

“The stock of Hospital Corporation of White County shall be cancelled and the stock of Sparta Hospital Corporation shall remain outstanding as the shares of the surviving corporation.”

5. These Articles of Correction are effective as of the effective time and date of the incorrect document, being corrected hereby, as to all persons except those persons relying on the incorrect document and adversely affected by the correction, as to whom these Articles of Correction are effective when filed with the Secretary of State of the State of Tennessee.

Dated: January 11, 1995.

SPARTA HOSPITAL CORPORATION

By: /s/ Sara Martin-Michels
Sara Martin-Michels
Assistant Secretary

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RILEY DARNELL
SECRETARY OF STATE

ARTICLES OF CORRECTION

To the Secretary of State of Tennessee:

Pursuant to the provisions of Section 48-11-305 of the Tennessee Business Corporation Act, as amended, the undersigned corporation hereby submits this application:

1. The name of the corporation is Sparta Hospital Corporation.
2. A copy of the incorrect document, as filed, is attached hereto.
3. A description of the incorrect document, filed December 20, 1994 is set forth below:

The Charter of Sparta Hospital Corporation contained a typographical error in the street address of the registered office of the Corporation listed in Article Seven.

4. The following correct statement recites the correct street address of the registered office of the Corporation by substituting the word "Gay" for "Guy" in Article Seven of its Charter:

The street address of its initial registered office is 306 Gay Street, Suite 200, Nashville, Davidson County, Tennessee 37201 and the name of its initial registered agent at such address is Corporation Service Company.

5. These Articles of Correction are effective as of the effective time and date of the incorrect document, being corrected hereby, as to all persons except those persons relying on the incorrect document and adversely affected by the correction, as to whom these Articles of Correction are effective when filed with the Secretary of State of the State of Tennessee.

Dated: January 11, 1995.

Sparta Hospital Corporation

By: /s/ Sara Martin-Michels
Sara Martin-Michels
Assistant Secretary

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RILEY DARNELL
SECRETARY OF STATE

APPLICATION FOR
ASSUMED CORPORATE NAME

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act, as amended, the undersigned corporation hereby applies for use of an assumed corporate name:

1. The true name of the corporation is Sparta Hospital Corporation.
2. The state or country under the laws of which the corporation is organized is Tennessee.
3. The corporation is for profit.
4. The assumed corporate name it proposes to use in Tennessee is White County Community Hospital.
5. The corporation intends to transact business under the assumed corporate name set forth above.

It is understood that the right to use the assumed corporate name shall be effective for a term of five (5) years from the date of filing this application by the Secretary of State of the State of Tennessee and that the corporation may renew such right for an additional five (5) year term by filing a renewal application and paying a renewal fee within two (2) months preceding the expiration date of such right.

Dated: January 24, 1995.

SPARTA HOSPITAL CORPORATION

By: /s/ Sara Martin-Michels
Sara Martin-Michels
Assistant Secretary

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RILEY DARNELL
SECRETARY OF STATE

APPLICATION FOR
ASSUMED CORPORATE NAME

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act, as amended, the undersigned corporation hereby applies for use of an assumed corporate name:

1. The true name of the corporation is Sparta Hospital Corporation.
2. The state or country under the laws of which the corporation is organized is Tennessee.
3. The corporation is for profit.
4. The assumed corporate name it proposes to use in Tennessee is Van Buren County Medical Clinic.
5. The corporation intends to transact business under the assumed corporate name set forth above.

It is understood that the right to use the assumed corporate name shall be effective for a term of five (5) years from the date of filing this application by the Secretary of State of the State of Tennessee and that the corporation may renew such right for an additional five (5) year term by filing a renewal application and paying a renewal fee within two (2) months preceding the expiration date of such right.

Dated: March 20, 1995.

SPARTA HOSPITAL CORPORATION

By: /s/ Sara Martin-Michels
Sara Martin-Michels
Assistant Secretary

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RILEY DARNELL
SECRETARY OF STATE

CHANGE OF REGISTERED OFFICE (BY AGENT)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned agent hereby submits this application:

The names of the corporations are:

1. MANNINGTON MILLS, INC. 248199
2. SPARTA HOSPITAL CORPORATION 287819
3. ENVIRONMENTAL HOMES CO. (0259281)
4. KRASBRO REALTY, INC. 289415
5. ARISTA RECORDS, INC. 218664
6. BERTELSMANN PRINTING & 230396
7. BERTELSMANN MUSIC GROUP, INC. 185997
8. BISHOP SAXONY CORPORATION 212911
9. BMG SONGS, INC. 216127
10. BOSTON BREWING COMPANY, INC. 230475
11. CAM CONSTRUCTION, LTD. 223413
12. CAREERS-BMG MUSIC PUBLISHING, INC. 216230
13. CREDIT ACCEPTANCE CORPORATION 221708
14. DIAL PAGE INC. 247943
15. ELECTROLUX CORPORATION 197607
16. ESKIMO PIE CORPORATION 37664
17. GANTRADE CORPORATION 227249

18. MOBILE TELECOMMUNICATION TECHNOLOGIES CORPORATION 209644

19. MOUNTAIN VIEW INVESTMENT COMPANY OF ILLINOIS 207447

20. NAGIT (USA) INC. 224532

2. The street address of its current registered office is 306 Gay Street, Suite 200, Nashville, Tn 37201.

3. The name of the current registered agent is Corporation Service Company.

4. The street address of the new registered office, the zip code of such office, and the county in which the office is located is 500 Tallan Bldg., Two Union Square, Chattanooga, TN 37402-2571.

5. After the change, the street addresses of the registered office and the business office of the registered agent will be identical.

6. The corporation has been notified of the change of address for the registered office.

October 26, 1995

Signature Date

Corporation Service Company

Name of Corporation

Vice President

Signer's capacity

/s/ Bruce R. Will

Signature

Bruce R. Winn

Name (typed or printed)

RECEIVED
STATE OF TENNESSEE

95 NOV AM 10:28

RILEY DARNELL
SECRETARY OF STATE

CHANGE OF REGISTERED OFFICE (BY AGENT)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned agent hereby submits this application:

1. The names of the corporations are:

1. PCI GROUP, INC. 197710
2. SOUTHERN PRESTRESSED, INC. 210555
3. SPARKS CONSTRUCTION, INC. 151942
4. TELE-MEDIA CONSTRUCTORS COMPANY 220050
5. TENNESSEE RSA #4 SUB 2, INC. 229025
6. TENNESSEE RSA #6 B, INC. 229026
7. VOCATIONAL OPPORTUNITIES INCORPORATED 206357
8. WESTINGHOUSE/SHIDLER FINANCE CORPORATION 219232

2. The street address of its current registered office is 306 Gay Street, Suite 200, Nashville, Tn 37201.

3. The name of the current registered agent is Corporation Service Company.

4. The street address of the new registered office, the zip code of such office, and the county in which the office is located is 500 Tallan Bldg., Two Union Square, Chattanooga, TN 37402-2571.

5. After the change, the street addresses of the registered office and the business office of the registered agent will be identical.

6. The corporation has been notified of the change of address for the registered office.

October 26, 1995

Signature Date

Corporation Service Company
Name of Corporation

Vice President
Signer's capacity

/s/ Bruce R. Winn
Signature

Bruce R. Winn
Name (typed or printed)

RECEIVED
STATE OF TENNESSEE

99 DEC -8 PM 1:35

RILEY DARNELL
SECRETARY OF STATE

SECRETARY OF STATE
CORPORATIONS SECTION
JAMES K. POLK BUILDING, SUITE 1800
NASHVILLE, TENNESSEE 37243-0306

ISSUANCE DATE:
CONTROL NUMBER:

SPARTA HOSPITAL CORPORATION
155 FRANKLIN RD S400
BRENTWOOD, TN 37027

Assumed Name: WHITE COUNTY COMMUNITY HOSPITAL

Date of Expiration: JANUARY 25, 2000

RE: EXPIRATION OF REGISTRATION OF ASSUMED CORPORATE NAME

Pursuant to the provisions of Section 48-14-101(3) of the Tennessee Business Corporation Act or Section 48-54-101(3) of the Tennessee Nonprofit Corporation Act, it has been determined that the registration of the assumed corporate name will expire in three (3) months.

You may renew the assumed name by completing an application for renewal of assumed corporate name within two (2) months preceding the expiration and paying the fee as prescribed in Section 40-51-303(A) or Section 48-11-303(A). Filing fee — \$10.00: Privilege Tax — \$10.00: Total Amount Due \$20.00.

Failure to file the required document within the two (2) months preceding the expiration of the registration of the assumed corporate name will result in expiration of the assumed name.

APPLICATION FOR RENEWAL OF REGISTRATION OF ASSUMED CORPORATE NAME

Pursuant to the provisions of Section 48-14-101(4) of the Tennessee Business Corporation Act or Section 48-54-101(4) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application for renewal:

1. The true name of the corporation is Sparta Hospital Corporation
2. The state or country of incorporation is Tennessee

3. The corporation intends to transact business in Tennessee under an assumed corporate name.

4. The assumed corporate name the corporation proposes to use is:

White County Hospital

[NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.]

December 1, 1999

Signature Date

Sparta Hospital Corporation

Name of Corporation

Assistant Secretary

Signer's Capacity

/s/ Virginia D. Lancaster

Signature

Virginia D. Lancaster

Name (typed or printed)

RECEIVED
STATE OF TENNESSEE

2000 MAY -9 AM 8:00

RILEY DARNELL
SECRETARY OF STATE

SECRETARY OF STATE
DIVISION OF BUSINESS SERVICES
James K. Polk Building, Suite 1800
Nashville, TN 38245-0306

MASS CHANGE OF REGISTERED OFFICE (BY AGENT)

Pursuant to the provisions of Sections 48-15-102 and 48-25-108 of the Tennessee Business Corporation Act, Sections 48-55-102 and 48-55-108 of the Tennessee Nonprofit Corporation Act, Section 48-208-102 of the Tennessee Limited Liability Company Act, Sections 61-2-104 and 61-2-904 of the Tennessee Revised Uniform Limited Partnership Act, and Section 61-1-144 of the Tennessee Uniform Limited Partnership Act, the undersigned registered agent hereby submits this application to change its business address and the registered office address of the businesses noted below:

1. The names of the affected corporations, limited liability companies, limited partnerships and limited liability partnerships are identified in the attached list by their S.O.S. control numbers, which list is incorporated herein by reference.
2. The street address of its current registered office is 500 Tallan Building — Two Union Square, Chattanooga, TN 37402-2571.
3. The name of the current registered agent is Corporation Service Company.
4. The street address (including county) of the new registered office is: 2908 Poston Avenue, Nashville, Tennessee 37203 (DAVIDSON)
5. After the change, the street addresses of the registered office and the business office of the registered agent will be identical.
6. The corporations, limited liability companies limited partnerships and limited liability partnerships identified in the attached list have been notified of the change of address for the registered office.

May 1, 2000
Signature Date

/s/ John H. Pelletier
Signature of Registered Agent

John H. Pelletier, Asst. VP
Printed or Typed Name

STATE OF TENNESSEE
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHANGE OF REGISTERED AGENT/OFFICE (BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is SPARTA HOSPITAL CORPORATION
2. The street address of its current registered office is 2908 Poston Avenue, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is 1900 Church Street, Suite 400 Nashville, TN 37203
4. The name of the current registered agent is Corporation Service Company.
5. If the current registered agent is to be changed, the name of the new registered agent is National Registered Agents, Inc.
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

10-22-03	SPARTA HOSPITAL CORPORATION
Signature Date	Name of Corporation

/s/ ASST. SEC.	/s/ Kimberly A. Wright
Signer's Capacity	Signature

Kimberly A. Wright
Name

STATE OF TENNESSEE

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Sparta Hospital Corporation
2. The street address of its current registered office is 1900 Church Street, Suite 400, Nashville, TN 37203
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is c/o White County Community Hospital, 401 Sewell Road, Sparta (White County), TN 38583
4. The name of the current registered agent is National Registered Agents, Inc.
5. If the current registered agent is to be changed, the name of the new registered agent is Mark Cain, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

9-8-04	Sparta Hospital Corporation
Signature Date	Name of Corporation

Assistant Secretary	/s/ Robin J. Keck
Signer's Capacity	Signature

Robin J. Keck
Name (typed or printed)

STATE OF TENNESSEE
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

SPARTA HOSPITAL CORPORATION
ATTN-Robin Keck
155 FRANKLIN RD S400
BRENTWOOD, TN 37027

Assumed Name: WHITE COUNTY COMMUNITY HOSPITAL
Date of Expiration: JANUARY 25, 2005

Pursuant to the provisions of Section 48-14-101(3) of the Tennessee Business Corporation Act or Section 48-54-101(3) of the Tennessee Nonprofit Corporation Act, it has been determined that the registration of the assumed corporate name will expire in three (3) months.

You may renew the assumed name by completing an application for renewal of assumed corporate name within two (2) months preceding the expiration and paying the \$20 renewal filing fee. Failure to file the required document within the two (2) months preceding the expiration of the registration of the assumed corporate name will result in expiration of the assumed name.

APPLICATION FOR RENEWAL OF REGISTRATION OF ASSUMED CORPORATE NAME

Pursuant to the provisions of Section 48-14-101(4) of the Tennessee Business Corporation Act or Section 48-54-101(4) of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application for renewal:

1. The true name of the corporation is: Sparta Hospital Corporation
2. The state or country of incorporation is: Tennessee
3. The corporation intends to transact business in Tennessee under an assumed corporate name
4. The assumed corporate name the corporation proposes to use is: White County Community Hospital

NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.

11-17-04 Sparta Hospital Corporation
Signature Date Name of Corporation

Assistant Secretary
Signer's Capacity

/s/ Robin J. Keck
Signature

Robin J. Keck
Name (typed or printed)

CORPORATION ANNUAL REPORT

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Annual Report
312 Eighth Ave. N, 6th Floor
William R. Snodgrass Tower
Nashville, TN. 37243

Annual Report Filing Fee Due:
\$20, If no changes are made in block #6 to the registered agent/office, or
\$40, If any changes are made in block #6 to the registered agent/office

CURRENT FISCAL YEAR CLOSING MONTH: 12 IF DIFFERENT, CORRECT MONTH IS _____

THIS REPORT IS DUE ON OR BEFORE 04/01/06

(1) SECRETARY OF STATE CONTROL NUMBER: 0287819

(2A.) NAME AND MAILING ADDRESS OF CORPORATION:

SPARTA HOSPITAL CORPORATION
155 Franklin RD S400
Brentwood, TN 37027

(2B.) STATE OR COUNTRY OF INCORPORATION:

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

7100 COMMERCE WAY SUITE 100
BRENTWOOD, TN 37027

D 12/20/1994 FOR PROFIT

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
155 FRANKLIN RD S400, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE
7100 COMMERCE WAY SUITE 100	BRENTWOOD	TN	37027

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS. (ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE+4
PRESIDENT	SEE ATTACHED LIST		

SECRETARY

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.)
 SAME AS ABOVE NONE

OR LISTED BELOW:	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
	SEE ATTACHED LIST		

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

MARK CAIN, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

%WHITE CO COMM HOS, 401 SEWELL ROAD, SPARTA, TN 38583

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE:

STREET CITY STATE ZIP CODE+ 4 COUNTY

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: Public Mutual

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK.

RELIGIOUS

(8) Signature

/s/ Robin J. Keck

(9) DATE
2.10.06

(10) TYPE PRINT NAME OF SIGNER:
Robin J. Keck

(11) TITLE OF SIGNER
Asst. Sec.

** THIS REPORT MUST BE DATED AND SIGNED **

STATE OF TENNESSEE
Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHANGE OF REGISTERED
AGENT/OFFICE
(BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Sparta Hospital Corporation
2. The street address of its current registered office is c/o White County Community Hospital, 401 Sewell Road, Sparta, TN 38583
3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is N/A
4. The name of the current registered agent is Mark Cain, CEO
5. If the current registered agent is to be changed, the name of the new registered agent is Chip Camp, CEO
6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

June 27, 2006	Sparta Hospital Corporation
Signature Date	Name of Corporation

Assistant Secretary	Robin J. Keck
Signer's Capacity	Signature

Robin J. Keck
Name

CHS

PLEASE RESPOND TO WRITER AT:

Direct Dial: (615) 465-7363

Fax: (615) 373-9704

July 14, 2006

Via Certified Mail – Return Receipt Requested

Tennessee Secretary of State

Corporate Filings

312 Eighth Avenue North, 6th Floor

Nashville, TN 37243

Re: Change of Registered Agent

Dear Sir or Madam:

Enclosed please find two (2) Change of Registered Agent/Office forms and a check in the amount of \$40.00. Please return evidence of the filings to me at your convenience.

I can be reached at (615) 465-7363 should you have any questions or concerns. Thank you for your assistance.

Very truly yours,

/s/ Robin Joi Keck

Robin Joi Keck

Paralegal

/rjk

enclosures

CORPORATION ANNUAL REPORT

Annual Report Filing Fee Due:

\$20, If no changes are made in block #6 to the registered agent/office, or

\$40, If any changes are made in block #6 to the registered agent/office

Please return completed form to:

TENNESSEE SECRETARY OF STATE

Annual Report

312 Eight Avenue n. 6th Floor

William R. Snodgrass Tower

Nashville, TN 37243

CURRENT FISCAL YEAR CLOSING MONTH:12

THIS REPORT IS DUE ON OR BEFORE 04/01/07

(1) SECRETARY OF STATE CONTROL NUMBER: 0287819

(2A.) NAME AND MAILING ADDRESS OF CORPORATION:

SPARTA HOSPITAL CORPORATION

7100 Commerce Way

Suite 100

Brentwood, TN 37027

(2B.) STATE OR COUNTRY OF INCORPORATION:

TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

4000 MERIDIAN BLVD.

FRANKLIN, TN 37067

D 12/20/1994 FOR PROFIT

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

7100 COMMERCE WAY, SUITE 100, BRENTWOOD, TN 37027

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE
4000 MERIDIAN BLVD.	FRANKLIN	TN	37067

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS. (ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE
PRESIDENT	SEE ATTACHED LIST		

SECRETARY

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.)
o SAME AS ABOVE o NONE OR LISTED BELOW

NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
SEE ATTACHED LIST		

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

CHIP CAMP, CEO

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

%WHITE CO COMM HOS, 401 SEWELL ROAD, SPARTA, TN 38583

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE:

STREET CITY STATE ZIP CODE+ 4, COUNTY

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED:

IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: Public Mutual

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK

o RELIGIOUS

(8) Signature

/s/ Robin J. Keck

(9) DATE

3.5.07

(10) TYPE PRINT NAME OF SIGNER:

Robin J. Keck

(11) TITLE OF SIGNER

Asst. Sec.

** THIS REPORT MUST BE DATED AND SIGNED **

SPARTA HOSPITAL CORPORATION

DIRECTORS:

William S. Hussey

W. Larry Cash

Rachel A. Seifert

OFFICERS:

William S. Hussey-President

W. Larry Cash — Exec VP/CFO

Rachel A. Seifert — SVP/Sec/Gen Counsel

Martin G. Schweinhart — SVP, Operations

Kenneth D. Hawkins — SVP, Acquisitions and Development

James W. Doucette — VP, Finance and Treasurer

T. Mark Buford — VP/Controller

Robert A. Horrar, VP/Admin

Linda Parsons — VP/Hum.Res.

Carolyn S. Lipp-SVP/Qual. & Resource Management

J. Gary Seay-VP & CIO

Gerald A. Weissman — VP, Medical Staff Development

Terry H. Hendon — VP, Acquisitions & Dev.

Robert O. Horrar — VP, Business Development

Larry Carlton — VP, Revenue Management

Tim G. Marlette — VP, Materials Mgmt.

Kathie G. Thomas — VP, Home Health Services

Sherry A. Mori — Asst. Sec

Robin J. Keck — Asst. Sec

Address for all officers and directors: 4000 Meridian Blvd., Franklin, TN 37067

BYLAWS OF
SPARTA HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Nashville, State of Tennessee.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Tennessee, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Tennessee or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall

be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Tennessee.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its

members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the

corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Tennessee Business Corporation Act (the "Tennessee Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal

representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Florida, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Tennessee Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Tennessee Code requires, an advancement of expenses incurred by an indemnitee shall be made

only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Tennessee Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Tennessee Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Tennessee Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance

herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 20th day of December, 1994.

FILED
In the Office of the Secretary of State of Texas
Jul 22 1997
Corporations Section

ARTICLES OF INCORPORATION OF BIG BEND HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE ONE

The name of the Corporation is Big Bend Hospital Corporation

ARTICLE TWO The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of \$.01 par value per share common stock.

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received

ARTICLE SIX

The street address of its initial registered office is 800 Brazos Street, Austin , Texas 78701 , and the name of its initial registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company.

ARTICLE SEVEN

The number of directors of the Corporation may be fixed by the Bylaws.

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until their successors are elected and qualified are.

Barry E Stewart
155 Franklin Road, Suite 400
Brentwood, TN 37027

T Mark Buford
155 Franklin Road, Suite 400
Brentwood, TN 37027

Linda K. Parsons
155 Franklin Road, Suite 400
Brentwood, TN 37027

ARTICLE EIGHT

The name and address of the incorporator is:

Robin J. Payton
414 Union Street, Suite 1600
Nashville, Tennessee 37219

ARTICLE NINE

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 2 41 of the Texas Business Corporation Act or (iv) for any transaction from which the director derives an improper personal benefit If the Texas Business Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Texas Business Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation

to the fullest extent authorized by the Texas Business Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators, provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Ten shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Texas Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article Ten or otherwise.

B. Right of Indemnitee to Bring Suit If a claim under paragraph (A) of this Article Ten is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (1) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Texas Business Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Texas Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Ten or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights The rights to indemnification and to the advancement of expenses conferred in this Article Ten shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Business Corporation Act

E. Indemnity of Employees and Agents of the Corporation The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Ten or as otherwise permitted under the Texas Business Corporation Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 21st day of July, 1997

/s/ Robin J. Payton
Robin J. Payton
Incorporator
414 Union Street
Suite 1600

Nashville, Tennessee 37219

STATE OF TENNESSEE)

SS

COUNTY OF DAVIDSON)

I, Tevin Thompson, a notary public do hereby certify that on this 21st day of July, 1997, personally appeared before me, Robin J. Payton being by me first duly sworn, declared that she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true

/s/ Tevin L. Thompson
Notary Public

My commission expires November 27, 1997

(Notarial Seal)

ASSUMED NAME CERTIFICATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is Big Bend Hospital Corporation

2. The assumed name under which the business or professional service is or is to be conducted or rendered is Marfa Rural Health Clinic

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is Texas, and the address of its registered or similar office in that jurisdiction is 800 Brazos, Austin, TX 78701

4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years

5. The entity is a (circle one):

- Business Corporation
- Non-Profit Corporation
- Professional Corporation
- Professional Associatiun
- Limited Liability Company
- Limited Partnership
- Registered Limited Liability Partnership

If the entity is some other type of incorporated business, professional or other association, please specify below:

6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 800 Brazos, Austin, TX 78701 and the name of its registered agent at such address is Corporation Service Company dba CSC-Lawyers Incorporating Service Company

The address of the principal office (if not the same as the registered office) is 2600 Highway 118 North, Aloine, TX 79830 (effective 10/1/99)

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is N/A

8. The county or counties where business or professional services arc being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT"): Presidio

/s/ Virginia D. Lancaster
Signature of officer, general partner, manager, representative or attorney-in-fact of the entity
Virginia D. Lancaster
Assistant Secretary

State of Tennessee

County of Williamson

Before me, the undersigned authority, on this day personally appeared Virginia D. Lancaster known to me to be the person who signed the foregoing instrument, and ac that he executed the instrument for the purposes therein expressed.

Given under my band and seal of office on this 17th day of August 1999

(Notary Seal)

/s/ Ann Miles
Notary Public Ann miles

FILED
IN THE OFFICE OF THE SECRETARY OF STATE OF TEXAS
AUG 17 1999
Corporations Section

ASSUMED NAME CERTIFICATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is Big Bend Hospital Corporation
2. The assumed name under which the business or professional service is or is to be conducted or rendered is Alpine Rural Health Clinic
3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is Texas, and the address of its registered or similar office in that jurisdiction is 800 Brazos, Austin, TX 78701
4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years
5. The entity is a (circle one):
 - Business Corporation
 - Non-Profit Corporation
 - Professional Corporation
 - Professional Association
 - Limited Liability Company
 - Limited Partnership
 - Registered Limited Liability Partnership

If the entity is some other type of incorporated business, professional or other association, please specify below:

6. if the entity is required to maintain a registered office in Texas, the address of the registered office is 800 Brazos, Austin, TX 78701 and the name of its registered agent at address is Corporation Service Company dba CSC-Lawyers Incorporating Service company

The address of the principal office (if not the same as the registered office) is 2600 Highway 118 North, Alpine, TX 79830 (effective 10/1/99)

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is N/A

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT"): Brewster

/s/ Virginia D. Lancaster

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

Virginia D. Lancaster

Assistant Secretary

State of Tennessee

County of Williamson

Before me, the undersigned authority, on this day personally appeared Virginia D. Lancaster known to me to be the person who signed the foregoing instrument, and ac that he executed the instrument for the purposes therein expressed.

Given under my band and seal of office on this 17th day of August 1999

(Notary Seal)

/s/ Ann Miles

Notary Public Ann miles

ASSUMED NAME CERTIFICATE

FILED
IN THE OFFICE OF THE SECRETARY OF STATE OF TEXAS
AUG 17 1999
Corporations Section

ASSUMED NAME CERTIFICATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is Big Bend Hospital Corporation
2. The assumed name under which the business or professional service is or is to be conducted or rendered is Alpine Rural Health Clinic
3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is Texas, and the address of its registered or similar office in that jurisdiction is 800 Brazos, Austin, TX 78701
4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years
5. The entity is a (circle one):
 - Business Corporation
 - Non-Profit Corporation
 - Professional Corporation
 - Professional Association
 - Limited Liability Company
 - Limited Partnership
 - Registered Limited Liability Partnership

If the entity is some other type of incorporated business, professional or other association, please specify below:

6. if the entity is required to maintain a registered office in Texas, the address of the registered office is 800 Brazos, Austin, TX 78701 and the name of its registered agent at address is Corporation Service Company dba CSC-Lawyers Incorporating Service company

The address of the principal office (if not the same as the registered office) is 2600 Highway 118 North, Alpine, TX 79830 (effective 10/1/99)

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is N/A

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT"): Presidio

/s/ Virginia D. Lancaster

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

Virginia D. Lancaster

Assistant Secretary

State of Tennessee

County of Williamson

Before me, the undersigned authority, on this day personally appeared Virginia D. Lancaster known to me to be the person who signed the foregoing instrument, and ac that he executed the instrument for the purposes therein expressed.

Given under my band and seal of office on this 17th day of August 1999

(Notary Seal)

/s/ Ann Miles

Notary Public Ann miles

ASSUMED NAME CERTIFICATE

FILED

IN THE OFFICE OF THE SECRETARY OF STATE OF TEXAS

AUG 17 1999

Corporations Section

ASSUMED NAME CERTIFICATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is Big Bend Hospital Corporation

2. The assumed name under which the business or professional service is or is to be conducted or rendered is Alpine Rural Health Clinic

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is Texas, and the address of its registered or similar office in that jurisdiction is 800 Brazos, Austin, TX 78701

4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years

5. The entity is a (circle one):

Business Corporation

Non-Profit Corporation

Professional Corporation

Professional Association

Limited Liability Company

Limited Partnership

Registered Limited Liability Partnership

If the entity is some other type of incorporated business, professional or other association, please specify below:

6. if the entity is required to maintain a registered office in Texas, the address of the registered office is 800 Brazos, Austin, TX 78701 and the name of its registered agent at address is Corporation Service Company dba CSC-Lawyers Incorporating Service company

The address of the principal office (if not the same as the registered office) is 2600 Highway 118 North, Alpine, TX 79830 (effective 10/1/99)

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is N/A

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT"): Brewster, Presidio, Jefferson Davis

/s/ Virginia D. Lancaster

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

Virginia D. Lancaster

Assistant Secretary

State of Tennessee

County of Williamson

Before me, the undersigned authority, on this day personally appeared Virginia D. Lancaster known to me to be the person who signed the foregoing instrument, and ac that he executed the instrument for the purposes therein expressed.

Given under my band and seal of office on this 17th day of August 1999

(Notary Seal)

/s/ Ann Miles

Notary Public Ann Miles

- a. T code 13196 Franchise 16196 Bank
b. 02328141034
c. Taxpayer identification number 1-75-2717545-3
d. Report year 02
e. PIR / IND 1,2,3,4

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT
MUST be filed with your Corporation Franchise Tax Report

Corporation name and address
Big Bend Hospital Corporation
155 Franklin Road, Suite 400
Brentwood, TN 37027

Secretary of State file number or, if none, Comptroller unchartered number

g. Item k on Franchise Tax form, Page 1

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

“SECTION A” MUST BE COMPLETE AND ACCURATE

If preprinted information is not correct, please type or print the correct information.

PLEASE SIGN BELOW

Check here if there are currently no changes to the information preprinted in Sections A, B and C of this report.

Corporations' principal office 155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business

SECTION A. Name, title and mailing address of each officer and director. Use additional sheets if necessary.

Name SEE STMT 3

TITLE

DIRECTOR YES

Social Security No. (Optional)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation: Use additional sheets if necessary:

Name of owned (subsidiary) corporation

State of incorporation

Texas S.O:S: file number

Percentage Interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more in this reporting corporation or limited liability company: Enter the information requested for each corporation or limited liability company: Use additional sheets, if necessary:

Name of owning (parent) corporation CHS Holdings Corp.

State of incorporation NY

Texas S.O:S: file number N/A

Percentage interest 100.0000

Registered agent and registered office currently on file: (Changes must be tiled separately with the Secretary of State:)

Agent: Corporation Service Company

Office 800 Brazos Street Austin TX 78701

Check here if you need forms to change this information.

I declare that the information in this comment card and any attachments is true and correct to the best of my know edge and belief and that a copy of this report has been mailed to each person named n this report was/is an officer or investor and who is not currently employed by the s corporation or limited liability company or a related corporation:

sign here Officer, director, or other authorized person

/s/ T. Mark Buford

Title Vice Pres. and Controller

Date 11/14/02

Daytime phone (Area Code and Number) 615-373-9600

Big Bend Hospital Corporation
Texas Franchise Tax Public Information Report
Section A — Officers and Directors

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Fromhold, John A.	President	Yes	155 Franklin Road. Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road. Suite 400. Brentwood, Tennessee 37027
Seifert, Rachel A.	V.P. and Secretary	Yes	155 Franklin Road, Suite 400. Brentwood, Tennessee 37027
Schweinhart, Martin G.	V.P., Operations	No	155 Franklin Road, Suite 400. Brentwood, Tennessee 37027
Hardison, Robert E.	V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400. Brentwood. Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	155 Franklin Road. Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road. Suite 400, Brentwood. Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood. Tennessee 37027
Parsons, Linda K.	V.P.. Human Resources	No	155 Franklin Road. Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	V.P.. Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P.. Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood. Tennessee 37027
Carlton, Larry	Asst. V.P.. Revenue	No	155 Franklin Road, Suite 400, Brentwood. Tennessee 37027 Management
Connelly, Sherry	Asst. Secretary	No	155 Franklin Road. Suite 400, Brentwood. Tennessee 37027

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 408)

Filed in the Office of the Secretary of State of Texas
Filing #: 145339600 07/31/2003
Document #: 39207690497
Image Generated Electronically for Web Filing

STATEMENT OF CHANGE OF ADDRESS OF REGISTERED AGENT

1. The name of the entity represented is BIG BEND HOSPITAL CORPORATION

The entity's filing number is 145339600

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State:)

800 Brazos, Austin, Texas 78701

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code: The address must be in Texas:)

701 Brazos Street, Suite 1050, Austin, Texas 78701

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 07/31/03

Corporation Service Company d/b/a CSC-Lavers Incorporating Service Company

Name of Registered Agent

John H: Pelletier, Asst: VP

Signature of Registered Agent

Office of the Secretary of State Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

FILED
In the Office of the Secretary of State of Texas
NOV 06 2003
Corporations Section

CHANGE OF REGISTERED AGENT/REGISTERED OFFICE

1. The name of the entity is BIG BEND HOSPITAL CORPORATION and the file number issued to the entity by the secretary of state is 145339600
2. The entity is: (Check one.)
 - a business corporation, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, as provided by the Texas Business Corporation Act.
 - a non-profit corporation, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, or through its members in whom management of the corporation is vested pursuant to article 2.14C, as provided by the Texas Non-Profit Corporation Act.
 - a limited liability company, which has authorized the changes indicated below through its members or managers, as provided by the Texas Limited Liability Company Act.
 - a limited partnership, which has authorized the changes indicated below through its partners, as provided by the Texas Revised Limited Partnership Act.
 - an out-of-state financial institution, which has authorized the changes indicated below in the manner provided under the laws governing its formation.
3. The registered office address as PRESENTLY shown in the records of the Texas secretary of state is 701 Brazos Street, Suite 1050, Austin, TX 78701
4. A. The address of the NEW registered office is: (Please provide street address, city, state and zip code. The address must be in Texas.) 1614 Sidney Baker Street, Kerrville, TX 78028
OR B. The registered office address will not change.
5. The name of the registered agent as PRESENTLY shown in the records of the Texas secretary of state is Corporation Service Company
6. A. The name of the NEW registered agent is National Registered Agents, Inc.

OR o B. The registered agent will not change.

7. Following the changes shown above, the address of the registered office and the address of the office of the registered agent will continue to be identical, as required by law.

By: /s/ Kimberly J. Wright, Asst. Sec.
(A person authorized to sign on behalf of the entity)

INSTRUCTIONS

1. It is recommended that you call (512) 463-5555 to verify the information in items 3 and 5 as it currently appears on the records of the secretary of state before submitting the statement for filing. You also may e-mail an inquiry to corpinfo@sos.state.tx.us. As information on out-of-state financial institutions is maintained on a separate database, a financial institution must call (512) 463-5701 to verify registered agent and registered office information. If the information on the form is inconsistent with the records of this office, the statement will be returned.

2. You are required by law to provide a street address in item 4 unless the registered office is located in a city with a population of 5,000 or less. The purpose of this requirement is to provide the public with notice of a physical location at which process may be served on the registered agent. A statement submitted with a post office box address or a lock box address will not be filed.

3. An authorized officer of the corporation or financial institution must sign the statement. In the case of a limited liability company, an authorized member or manager of a limited liability company must sign the statement. A general partner must sign the statement on behalf of a limited partnership. A person commits an offense under the Texas Business Corporation Act, the Texas Non-Profit Corporation Act or the Texas Limited Liability Company Act if the person signs a document the person knows is false in any material respect with the intent that the document be delivered to the secretary of state for filing. The offense is a Class A misdemeanor.

4. Please attach the appropriate fee:

Business Corporation	\$15.00
Financial Institution, other than Credit Unions	\$15.00
Financial Institution that is a Credit Union	\$ 5.00
Non-Profit Corporation	\$ 5.00
Limited Liability Company	\$10.00
Limited Partnership	\$50.00

Personal checks and MasterCard®, Visa®, and Discover® are accepted in payment of the filing fee. Checks or money orders must be payable through a U.S. bank or other financial institution and made payable to the secretary of state. Fees paid by credit card are subject to a statutorily authorized processing cost of 2.1% of the total fees.

5. Two copies of the form along with the filing fee should be mailed to the address shown in the heading of this form. The delivery address is: Secretary of State, Statutory Filings Division, Corporations Section, James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701.

We will place one document on record and return a file stamped copy, if a duplicate copy is provided for such purpose. The telephone number is (512) 463-5555, TDD: (800) 735-2989, FAX: (512) 463-5709.

Form No. 401 Revised 9/99

a. T code 13196 Franchise 16196 Bank

b. 02328141034

c. Taxpayer identification number 1-75-2717545-3

d. Report year **03**

e. PIR / IND 1,2,3,4

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT
MUST be filed with your Corporation Franchise Tax Report

Corporation name and address
Big Bend Hospital Corporation
155 Franklin Road, Suite 400
Brentwood, TN 37027

Secretary of State file number or, if none, Comptroller unchartered number

g. Item k on Franchise Tax form, Page 1

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

If preprinted information is not correct, please type or print the correct information. PLEASE SIGN BELOW!

Check here if there are currently no changes to the information preprinted in Sections A, B and C of this report.

Corporations' principal office 155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business 2600 Highway 118 North, Alpine, TX 79830

SECTION A. Name, title and mailing address of each officer and director. Use additional sheets if necessary.

Name See stmt 3

TITLE

DIRECTOR YES

Social Security No. (Optional)

SECTION B. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation

State of incorporation

Texas S.O:S: file number

Percentage Interest 0.0000

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

Name of owning (parent) corporation	CHS Holdings Corp
State of incorporation	NY
Texas S.O:S: file number	N/A
Percentage interest	100.0000

Registered agent and registered office currently on file: (See instructions if you need to make changes.)

Agent: National Registered Agents, Inc.

Office 1614 Sidney Baker Street Kerrville TX 78028

Check here if you need forms to change this information.

I declare that the information in this comment card and any attachments is true and correct to the best of my know edge and belief and that a copy of this report has been mailed to each person named n this report was/is an officer or investor and who is not currently employed by the s corporation or limited liability company or a related corporation:

sign here Officer, director, or other authorized person

/s/ T. Mark Buford

Title Vice Pres. and Controller

Date

Daytime phone (Area Code and Number) 615-373-9600

Big Bend Hospital Corporation
Texas Franchise Tax Public Information Report
Section A — Officers and Directors

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Fromhold, John A.	President	Yes	155 Franklin Road. Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road. Suite 400. Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. and Secretary	Yes	155 Franklin Road, Suite 400. Brentwood, Tennessee 37027
Schweinhart, Martin G.	S.V.P., Operations	No	155 Franklin Road, Suite 400. Brentwood, Tennessee 37027
Hardison, Robert E.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400. Brentwood. Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	155 Franklin Road. Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road. Suite 400, Brentwood. Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood. Tennessee 37027
Parsons, Linda K.	V.P.. Human Resources	No	155 Franklin Road. Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	V.P.. Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P.. Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood. Tennessee 37027
Carlton, Larry	Asst. V.P.. Revenue	No	155 Franklin Road, Suite 400, Brentwood. Tennessee 37027 Management
Connelly, Sherry	Asst. Secretary	No	155 Franklin Road. Suite 400, Brentwood. Tennessee 37027

- a. T code 13196 Franchise 16196 Bank
- b. 02328141034
- c. Taxpayer identification number 1-75-2717545-3
- d. Report year **04**
- e. PIR / IND 1,2,3,4

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT
MUST be filed with your Corporation Franchise Tax Report

Corporation name and address
Big Bend Hospital Corporation
155 Franklin Road, Suite 400
Brentwood, TN 37027

Secretary of State file number or, if none, Comptroller unchartered number

g. Item k on Franchise Tax form, Page 1

The following information **MUST** be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

If preprinted information is not correct, please type or print the correct information.
PLEASE SIGN BELOW!

Check here if there are currently no changes to the information preprinted in Sections A, B and C of this report.

Corporations' principal office 155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business 2600 Highway 118 North, Alpine, TX 79830

SECTION A. Name, title and mailing address of each officer and director. Use additional sheets if necessary.

Name See stmt 3

TITLE

DIRECTOR YES

Social Security No. (Optional)

SECTION B. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation

State of incorporation

Texas S.O:S: file number

Percentage Interest 0.0000

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

Name of owning (parent) corporation	CHS Holdings Corp
State of incorporation	NY
Texas S.O:S: file number	N/A
Percentage interest	100.0000

Registered agent and registered office currently on file: (See instructions if you need to make changes.)

Agent: National Registered Agents, Inc.

Office 1614 Sidney Baker Street Kerrville TX 78028

Check here if you need forms to change this information.

I declare that the information in this comment card and any attachments is true and correct to the best of my know edge and belief and that a copy of this report has been mailed to each person named n this report was/is an officer or investor and who is not currently employed by the s corporation or limited liability company or a related corporation:

sign here Officer, director, or other authorized person

/s/ T. Mark Buford

Title Vice Pres. and Controller

Date 11-11-04

Daytime phone (Area Code and Number) 615-373-9600

Big Bend Hospital Corporation
Texas Franchise Tax Public Information Report
Section A — Officers and Directors

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Portacci, Michael	President	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. and Secretary	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin G.	S.V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hawkins, Kenneth D.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P., Human Resources	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	V.P., Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Carlton, Larry	Asst. V.P., Revenue	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027 Management
Connelly, Sherry	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

- a. T code 13196 Franchise 16196 Bank
- b. 02328141034
- c. Taxpayer identification number 1-75-2717545-3
- d. Report year **05**
- e. PIR / IND 1,2,3,4

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT
MUST be filed with your Corporation Franchise Tax Report

Corporation name and address
Big Bend Hospital Corporation
155 Franklin Road, Suite 400
Brentwood, TN 37027

Secretary of State file number or, if none, Comptroller unchartered number

g. Item k on Franchise Tax form 05-142

If the preprinted information is not correct, please type or print the correct information.

The following information **MUST** be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

PLEASE SIGN BELOW! Officer and director information is reported as of the date a Public information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers and directors change throughout the year.

Mark an **X** if there are currently no changes to the information preprinted in Sections A, B and C of this report. Then complete Sections B and C.

Corporations' principal office 155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business 2600 Highway 118 North, Alpine, TX 79830

SECTION A. Name, title and mailing address of each officer and director. Use additional sheets if necessary.

Name See stmt 3

TITLE

DIRECTOR YES

Social Security No. (Optional)

SECTION B. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation

State of incorporation

Texas S:O:S: file number

Percentage Interest 0.0000

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more. Enter the information requested for each corporation or limited liability company.

Name of owning (parent) corporation	CHS Holdings Corp
State of incorporation	NY
Texas S.O:S: file number	N/A
Percentage interest	100.0000

Registered agent and registered office currently on file: (See instructions if you need to make changes.)

Agent: National Registered Agents, Inc.

Office 1614 Sidney Baker Street Kerrville TX 78028

Check here if you need forms to change this information.

I declare that the information in this comment card and any attachments is true and correct to the best of my know edge and belief and that a copy of this report has been mailed to each person named n this report was/is an officer or investor and who is not currently employed by the s corporation or limited liability company or a related corporation:

sign here Officer, director, or other authorized person

/s/ T. Mark Buford

Title Vice Pres. and Controller

Date Nov 15, 2005

Daytime phone (Area Code and Number) 615-373-9600

Big Bend Hospital Corporation
Texas Franchise Tax Public Information Report
Section A — Officers and Directors

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Portacci, Michael	President	Yes	155 Franklin Road. Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road. Suite 400. Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. and Secretary	Yes	155 Franklin Road, Suite 400. Brentwood, Tennessee 37027
Schweinhart, Martin G.	S.V.P., Operations	No	155 Franklin Road, Suite 400. Brentwood, Tennessee 37027
Hawkins, Kenneth D.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400. Brentwood. Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	155 Franklin Road. Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road. Suite 400, Brentwood. Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood. Tennessee 37027
Parsons, Linda K.	V.P.. Human Resources	No	155 Franklin Road. Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	V.P.. Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P.. Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood. Tennessee 37027
Carlton, Larry	Asst. V.P.. Revenue	No	155 Franklin Road, Suite 400, Brentwood. Tennessee 37027 Management
Mori, Sherry A	Asst. Secretary	No	155 Franklin Road. Suite 400, Brentwood. Tennessee 37027

- a. T code 13196 Franchise 16196 Bank
- b. 02328141034
- c. Taxpayer identification number 1-75-2717545-3
- d. Report year **06**
- e. PIR / IND 1,2,3,4

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT
MUST be filed with your Corporation Franchise Tax Report

Corporation name and address
Big Bend Hospital Corporation
7100 Commerce Way, Suite 100
Brentwood, TN 37027

Secretary of State file number or, if none, Comptroller unchartered number

- g. Item k on Franchise Tax form 05-142
145339600

If the preprinted information is not correct, please type or print the correct information.

The following information **MUST** be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

PLEASE SIGN BELOW! Officer and director information is reported as of the date a Public information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers and directors change throughout the year.

- Mark an X if there are currently no changes to the information preprinted in Sections A, B and C of this report. Then complete Sections B and C.

Corporations' principal office 7100 Commerce Way, Suite 100, Brentwood, TN 37027

Principal place of business 2600 Highway 118 North, Alpine, TX 79830

SECTION A. Name, title and mailing address of each officer and director. Use additional sheets if necessary.

Name See stmt 3

TITLE

DIRECTOR o YES

Social Security No. (Optional)

SECTION B. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation

State of incorporation

Texas S.O:S: file number

Percentage Interest 0.0000

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more. Enter the information requested for each corporation or limited liability company.

Name of owning (parent) corporation	CHS Holdings Corp
State of incorporation	NY
Texas S.O:S: file number	N/A
Percentage interest	100.0000

Registered agent and registered office currently on file: (See instructions if you need to make changes.)

Agent: National Registered Agents, Inc.

Office 1614 Sidney Baker Street Kerrville TX 78028

Check here if you need forms to change this information.

I declare that the information in this comment card and any attachments is true and correct to the best of my know edge and belief and that a copy of this report has been mailed to each person named n this report was/is an officer or investor and who is not currently employed by the s corporation or limited liability company or a related corporation:

sign here Officer, director, or other authorized person

/s/ T. Mark Buford

Title Vice Pres. and Controller

Date Nov 15, 2006

Daytime phone (Area Code and Number) 615-465-7000

Big Bend Hospital Corporation
Texas Franchise Tax Public Information Report
Section A — Officers and Directors

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Portacci, Michael	President	Yes	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. and Secretary	Yes	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027
Schweinhart, Martin G.	S.V.P., Operations	No	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027
Hawkins, Kenneth D.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P., Human Resources	No	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027
Lipp, Carolyn S.	V.P., Quality and Resource Management	No	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Carlton, Larry	Asst. V.P.. Revenue	No	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027
Mori, Sherry A	Asst. Secretary	No	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027
Keck, Robini	Asst. Secretary	No	7100 Commerce Way, Suite 100, Brentwood, Tennessee 37027

BYLAWS OF BIG BEND HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Dallas, State of Texas.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Texas, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Texas, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof:

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list

of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the shareholders.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Texas or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Texas.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation.

Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings: Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Texas Business Corporation Act (the "Texas Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Texas, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an “indemnitee”) who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Texas Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney’s fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Texas Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Texas Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Texas Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 22nd day of July, 1997.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697
Phil Wilson Secretary of State
Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

BIG SPRING HOSPITAL CORPORATION

Filing Number: 133735500

Articles Of Incorporation	December 20, 1994
Articles Of Merger	December 30, 1994
Certificate of Assumed Business Name	January 25, 1995
Change Of Registered Agent/Office	May 18, 1996
Change Of Registered Agent/Office	July 14, 1997
Public Information Report (PIR)	December 31, 2002
Change of Registered Agent/Office	July 31, 2003
Change of Registered Agent/Office	November 06, 2003
Public Information Report (PIR)	December 31, 2003
Public Information Report (PIR)	December 31, 2004
Public Information Report (PIR)	December 31, 2005

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 02, 2007.

/seal/

/s/ Phil Wilson

Phil Wilson Secretary of State

ARTICLES OF INCORPORATION

OF

BIG SPRING HOSPITAL CORPORATION

FILED in the Office of the Secretary of State of Texas

DEC 20 1994

Corporations Section

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Big Spring Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of \$.01 par value per share common stock.

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received.

ARTICLE SIX

The street address of its initial registered office is 100 Congress Avenue, Suite 1100, Austin, Texas 78701, and the name of its initial registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company.

ARTICLE SEVEN

The number of directors of the Corporation may be fixed by the Bylaws.

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until a successor is elected and qualified are:

Tyree G. Wilburn
155 Franklin Road, Suite 400
Brentwood, TN 37027

Deborah G. Moffett
3707 FM 1960 West, Suite 500
Houston, TX 77068

T. Mark Buford
3707 FM 1960 West, Suite 500
Houston, TX 77068

ARTICLE EIGHT

The name and address of the incorporator is:

Robin J. Payton
414 Union Street, Suite 1600
Nashville, Tennessee 37219

ARTICLE NINE

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 2.02-1 C of the Texas Business Corporation Act or (iv) for any transaction from which the director derives an improper personal benefit. If the Texas Business Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Texas Business Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnitee”), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Texas Business Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys’ fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Texas Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Texas Business Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Texas Business Corporation Act, nor an actual determination by the Corporation (including its

Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Business Corporation Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Texas Business Corporation Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 19th day of December, 1994.

/s/ Robin J. Payton
Robin J. Payton, Incorporator
414 Union Street, Suite 1600
Nashville, Tennessee 37219

STATE OF TENNESSEE)

SS:

COUNTY OF DAVIDSON)

I, /s/ Susan G. Lampley, a notary public do hereby certify that on this 19th day of October, 1994, personally appeared before me, Robin J. Payton being by me first duly sworn, declared that she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

/s/ Susan G. Lampley

Notary Public

My commission expires: 9/26/98

(Notarial Seal)

FILED

In the Office of the Secretary of State of Texas

DEC 30 1994

Corporations Section

ARTICLES OF MERGER

To the Secretary of State of the State of Texas:

Pursuant to the provisions of Article 5.01 and 5.04 of the Texas Business Corporation Act, the undersigned corporations adopt the following articles of merger for the purpose of effecting a merger under the Texas Business Corporation Act

ARTICLE ONE

A Plan of merger adopted in accordance with the provisions of article 5.04 of the Texas Business Corporation act providing for the combination of Scenic Mountain Medical Center, Inc. and Big Spring Hospital Corporation and resulting in Big Spring Hospital Corporation being the surviving corporation

ARTICLE TWO

The name of each of the undersigned corporations and the type of corporation and the laws under which such corporation was organized are.

Name of Corporation	Type	State
Scenic Mountain Medical Clinic, Inc	for profit	Texas
Big Spring Hospital Corporation	for profit	Texas

ARTICLE THREE

The following plan of merger was approved by unanimous written consent of the directors and sole shareholder of Big Spring Hospital Corporation and adopted on December 29, 1994, and by unanimous written consent of the directors and sole shareholder of Scenic Mountain Medical Center, Inc. and adopted on December 29, 1994

Scenic Mountain Medical Center, Inc., an Texas corporation, shall merge into Big Spring Hospital Corporation, an Texas corporation, without any consideration payable to the shareholder of Scenic Mountain Medical Center, Inc. The stock of Scenic Mountain Medical Center, Inc shall be cancelled and the stock of Big Spring Hospital Corporation shall remain outstanding as the shares of the surviving corporation

ARTICLE FOUR

As to each of the undersigned domestic corporations, the approval of whose shareholders is required, the number of outstanding shares of each class or series of stock of such corporation entitled to vote, with other shares or as a class, on the Plan of Merger are as follows:

Name of Corporation	Number of Shares Outstanding	Designation of Class or Series	Number of Shares Entitled to Vote as Class or Senes
Scenic Mountain Medical Clinic, Inc	for profit	common stock	1,000
Big Spring Hospital Corporation	for profit	common stock	1,000

ARTICLE FOUR

The merger will become effective on a delayed date and time of December 31, 1994 at

11:59 pm, or upon filing of these Articles with the Secretary of State for the State of Texas, whichever occurs later, in accordance with the provisions of article 10.03 of the Texas Business Corporation Act

IN WITNESS WHEREOF, the undersigned corporations have caused these articles of merger to be executed in its name by its Senior Vice President and Assistant Secretary, as of the 29th day of December, 1994.

BIG SPRING HOSPITAL CORPORATION

By /s/ Tyree G. Wilburn

Tyree G. Wilburn, Senior Vice President

SCENIC MOUNTAIN MEDICAL CENTER, INC.

By /s/ Tyree G. Wilburn

Tyree G. Wilburn, Senior Vice President

PLAN OF MERGER

This Plan of Merger is prepared pursuant to the provisions of Article 5.04 of Texas Business Corporation Act.

1. The name of the merging corporations are Scenic Mountain Medical Center, Inc. and Big Spring Hospital Corporation Both corporations are organized under the laws of the State of Texas
2. The name of the surviving corporation is Big Spring Hospital Corporation.
3. Each corporation is for profit
4. The terms and conditions of the proposed merger are

Scenic Mountain Medical Center, Inc , an Texas corporation, shall merge into Big Spring Hospital Corporation, an Texas corporation, without any consideration payable to the shareholder of Scenic Mountain Medical Center, Inc

5. The manner and basis of converting the shares of each corporation into shares, obligations or other securities of the surviving or any other corporation or into cash or other property, in whole or in part, is as follows:

The stock of Scenic Mountain Medical Center, Inc. shall be cancelled and the stock of Big Spring Hospital Corporation shall remain outstanding as the shares of the surviving corporation

Dated December 29, 1994

SCENIC MOUNTAIN MEDICAL CENTER, INC.

By /s/ Tyree G. Wilburn

Tyree G. Wilburn

Capacity:

BIG SPRING HOSPITAL CORPORATION

By /s/ Tyree G. Wilburn

Tyree G. Wilburn

Capacity:

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

JOHN SHARP • COMPTROLLER • AUSTIN, TEXAS 78774

KB/2H17

CERTIFICATION OF ACCOUNT STATUS

THE STATE OF TEXAS

COUNTY OF TRAVIS

I, John sharp, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the current records of this office

SCENIC MOUNTAIN MEDICAL CENTER, INC.

is out of business, that all required reports for taxes administered by the Comptroller have been filed and that the taxes due on those reports have been paid.

This certificate may be used for the purpose of dissolution, merger or withdrawal.

This certificate is valid through December 31, 1994.

GIVEN UNDER MY HAND AND SEAL OF OFFICE in the City of Austin, this

30th day of December , 1994 A.D.

/s/ John Sharp

JOHN SHARP

Comptroller of Public Accounts

FILED

In the Office of the Secretary of State of Texas

JAN 25 1995

Corporation Section

ASSUMED NAME CERTIFICATE FOR AN INCORPORATED BUSINESS OR PROFESSION

1. The name of the incorporated business or profession as stated in or comparable document is Big Spring Hospital Corporation
2. The assumed name under which the business or professional service is to be conducted or rendered is Scenic Mountain Medical Center
3. The state, country, or other jurisdiction under the laws of which it was incorporated or associated is Texas, and the address of its registered or similar office in that jurisdiction is 100 Congress Avenue, Suite 1100 Austin, TX 78701
4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years.
5. The corporation is a (circle one): business corporation, non-profit corporation, professional corporation, professional or other association (specify) business corporation
6. If the corporation is required to maintain a registered office in Texas, the address of the registered office is 100 Congress Avenue, Suite 1100, Austin, TX 78701 and the name of its registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company
7. If the corporation is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and its office address elsewhere is 1601 West Eleventh Place, Big Spring, TX 79720
8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL"): Howard County, Texas and ALL

/s/ Sara Martin-Michels

Notary Commission Expires: /02/V9/

Signature of officer, representative or attorney-in-fact of the corporation

Before me on this 24th day of January, 1995, personally appeared Sara Martin-Michels, Assistant Secretary and acknowledged to me that she executed the foregoing certificate for the purposes therein expressed.

(Notary Seal)

/s/ Beverly Gail Ferguson

Notary Public Williamson County

STATE OF TENNESSEE

Notary Commission Expires 12/14/97

STATEMENT OF CHANGE OF REGISTERED OFFICE BY REGISTERED AGENT

To the Secretary of State

State of Texas

FILED

In the Office of the

Secretary of State of Texas

MAY 18 1996

Corporations Section

Pursuant to the provisions of Article 2.10.1 of the Texas Business Corporation Act, the undersigned registered agent, for the corporation named below submits the following statement for the purpose of changing the registered office address for such corporation in the State of Texas:

Charter No. 0133735500

1. The name of the corporation (hereinafter called the "Corporation") represented by the said registered agent is:

BIG SPRING HOSPITAL CORPORATION

2. The address at which the said registered agent has maintained the registered office for the corporation is

100 Congress Avenue Suite 1100

Austin, Texas 78701

3. The new address at which the said registered agent will hereafter maintain the registered office for the corporation is

400 N. St. Paul

Dallas, Texas 75201

4. Notice of this change of address has been given in writing to the above corporation at least 10 days prior to the date of filing of this Statement.

Dated: May 15, 1996

Corporation Service Company

d/b/a CSC-Lawyers Incorporating Service Company

/s/ John H. Pelletier

John H. Pelletier, Assistant Vice President

FILED

In the Office of the

Secretary of State of Texas

JUL 14 1997

Corporations Section

1337355

FILED

In the Office of the Secretary of State

State of Texas

JUL 14 1997

Corporations Section

STATEMENT OF CHANGE OF REGISTERED OFFICE BY REGISTERED AGENT

To the Secretary of State

State of Texas

Pursuant to the provisions of Article 2.10.1 of the Texas Business Corporation Act, the undersigned registered agent, for the corporation named below submits the following statement for the purpose of changing the registered office address for such corporation in the State of Texas:

Charter No. See attached list

1. The name of the corporation (hereinafter called the "Corporation") represented by the said registered agent is:

See attached list

2. The address at which the said registered agent has maintained the registered office for the corporation is

400 N. St. Paul
Dallas, Texas 75201

3. The new address at which the said registered agent will hereafter maintain the registered office for the corporation is

800 Brazos
Austin, Texas 78701

4. Notice of this change of address has been given in writing to the above corporation at least 10 days prior to the date of filing of this Statement.

Dated: July 11, 1997

Corporation Service Company

d/b/a CSC-Lawyers Incorporating Service Company

John H. Pelletier, Assistant Vice President

Filing fee \$15.00

DATE: 07/23/97

FILE FILE

STATE OF TEXAS

OFFICE OF THE SECRETARY OF STATE

PRENTICE HALL REGISTERED AGENT EXTRACT PAGE NO:

FILE TYPE	FILE NO.	STATUS	CORPORATION	NAME & AGENT	ADDRESS	CITY	ZIP
00	01332533	A	MEDICAL CITY DALLAS HOSPITAL, INC.	THE PRENTICE HALL CORP SYST+	400 N. ST. PAUL ST.	DALLAS	75201
00	01333657	A	HTI ROUND ROCK CLINICS, INC.	THE PRENTICE HALL CORP SYST+	400 N. ST. PAUL ST.	DALLAS	75201
00	01333659	A	LONGVIEW REGIONAL PHYSICIAN HOSPITAL ORGANIZATION, INC.	THE PRENTICE HALL CORP SYST+	400 N. ST. PAUL ST.	DALLAS	75201
00	01334253	A	FAITH MANAGEMENT SYSTEMS, INC.	THE PRENTICE HALL CORP SYST+	400 N. ST. PAUL ST.	DALLAS	75201
00	01334334	A	BLAIR HEALTHCARE MANAGEMENT & CONSULTING, INC.	PRENTICE HALL CORPORATION SYSTEM, I	400 N. ST. PAUL ST.	DALLAS	75201
00	01334368	A	LAURENT/YUNKES PROPERTIES, INC.	PRENTICE HALL CORPORATION SYSTEM	400 N. ST. PAUL ST.	DALLAS	75201
00			CORPORATION SERVICE COMPANY D/6/A+.	PRENTICE HALL CORPORATION SYSTEM	400 N. ST. PAUL ST.	DALLAS	75201
00	01335630	A	GOLDEN ARCH OF TEXAS, INC.	PRENTICE HALL CORPORATION SYSTEM	400 N. ST. PAUL ST.	DALLAS	75201
00	01336002	A	MAXUM HEALTH SERVICES OF ARLINGTON, INC.	PRENTICE-HALL CORPORATION	400 N. ST. PAUL ST.	DALLAS	75201
00	01336137	A	BEST BLINDS, INC.	PRENTICE HALL CORPORATION SYSTEM	400 N. ST. PAUL ST.	DALLAS	75201
00				PRENTICE HALL CORPORATION SYSTEM	400 N. ST. PAUL ST.	DALLAS	75201

FILE TYPE	FILE NO.	STATUS	CORPORATION	NAME & AGENT	ADDRESS	CITY	ZIP
00	01336230	A	JGW ENTERPRISES, INC.	CORPORATION SERVICE COMPANY D/8/A+	400 N. ST. PAUL ST.	DALLAS	75201
00	01336281	A	CORETECH, INC.	CORPORATION SERVICE COMPANY D/3/A+	400 N. ST. PAUL ST.	DALLAS	75201
00	01336654	A	EXPRESS SAND AND GRAVEL INC.	CORP SERVICE CO DBA CSC-LAWYERS	400 N. ST. PAUL ST.	DALLAS	75201
00				PRENTICE HALL CORPORATION SYSTEM	400 NORTH ST. PAUL	DALLAS	75201
00	01337355	A	BIG SPRING HOSPITAL CORPORATION	CORPORATION SERVICE COMPANY	400 N. ST. PAUL ST.	DALLAS	75201
00	01337372	A	RIO GRANDE REGIONAL HOSPITAL, INC.	PRENTICE HALL CORPORATION SYSTEM	400 N. ST. PAUL ST.	DALLAS	75201

a. T Code 13196 Franchise 16196 Bank

02326141033

b. Do not write in the space above

TEXAS FRANCHISE TAX

PUBLIC INFORMATION REPORT

c. Taxpayer identification number 1-75-2682017-4

d. Report year 02

MUST be filed with your Corporation Franchise Tax Report

e. PIR / IND 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

g. Item K on Franchise 01337355 Tax Report form, Page 1

Corporation name and address Big Spring Hospital Corporation

155 Franklin Road, Suite 400, Brentwood, TN 37027

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

“SECTION A” MUST BE COMPLETE AND ACCURATE. Please sign below

If preprinted information is not correct, please type or print the correct information.

Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation's principal office

155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business

1601 West Eleventh Place, Big Spring, TX 79720

SECTION A Name, title and mailing address of each officer and director, Use additional sheets, if necessary.

NAME SEE STMT 3 TITLE DIRECTOR YES Social Security No. (Optional)

MAILING ADDRESS Expiration date (mm-dd-yyyy)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation. Use additional sheets if necessary.

Name of owned (subsidiary) corporation State of incorporation Texas S.O.S. file number Percentage Interest

Name of owned (subsidiary) corporation State of incorporation Texas S.O.S. file number Percentage Interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

Name of owning (parent) corporation CHS Holdings Corp.

State of incorporation NY

Texas S.O.S. file number N/A

Percentage interest 100.0000

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: Corporation Service Company

Office 800 Brazos Street, Austin TX 78701

Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

Signature here Officer, director or other authorized person /s/ T. Mark Buford 11/15/02

Title Vice Pres. and Controller Date Daytime phone (Area code and number) 615/373-9600

02326141033

STATEMENT 3

Big Spring Hospital Corporation

Texas Franchise Tax Public Information Report

Section A — Officers and Directors

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Portacci, Michael T.	President and CEO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. and Secretary	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin	G. S.V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hardison, Robert E.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P , Human Resources	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	S.V.P., Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Carlton Larry	Asst. V.P., Revenue Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Connelly, Sherry A.	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Office of the Secretary of State
 Corporations Section
 P.O. Box 13697
 Austin, Texas 78711-3697

(Form 408)

Filed in the Office of the Secretary of State of Texas

Filing #: 142527600 07/31/2003

Document #: 39207690484

Image Generated Electronically for Web Filing

STATEMENT OF CHANGE OF ADDRESS OF REGISTERED AGENT

1. The name of the entity represented is

BIG SPRING HOSPITAL CORPORATION

The entity's filing number is 133735500

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

800 Brazos Austin, Texas 78701

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

701 Brazos Street, Suite 1050, Austin, Texas 78701

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 07/31/03

Corporation Service Company

d/b/a CSC-Layers Incorporating Service Company

Name of Registered Agent

John H. Pelletier, Asst. VP

Signature of Registered Agent

FILING OFFICE COPY

Office of the Secretary of State

Corporations Section

P.O. Box 13697

Austin, Texas 78711-3697

FILED

In the Office of the Secretary of State of Texas

NOV 06 2003

Corporations Section

CHANGE OF REGISTERED AGENT/REGISTERED OFFICE

1. The name of the entity is BIG SPRING HOSPITAL CORPORATION

and the file number issued to the entity by the secretary of state is 133735500

2. The entity is: (Check one.)

a business corporation, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, as provided by the Texas Business Corporation Act.

a non-profit corporation, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, or through its members in whom management of the corporation is vested pursuant to article 2.14C, as provided by the Texas Non-Profit Corporation Act.

a limited liability company, which has authorized the changes indicated below through its members or managers, as provided by the Texas Limited Liability Company Act.

a limited partnership, which has authorized the changes indicated below through its partners, as provided by the Texas Revised Limited Partnership Act.

an out-of-state financial institution, which has authorized the changes indicated below in the manner provided under the laws governing its formation.

3. The registered office address as PRESENTLY shown in the records of the Texas secretary of state is 701 Brazos Street, Suite 1050, Austin, TX 78701

4. A. The address of the NEW registered office is: (Please provide street address, city, state and zip code. The address must be in Texas.)

1614 Sidney Baker Street, Kerrville, TX 78028

OR o B. The registered office address will not change.

5. The name of the registered agent as PRESENTLY shown in the records of the Texas secretary of state is Corporation Service Company

6. A. The name of the NEW registered agent is National Registered Agents, Inc.

OR o B. The registered agent will not change.

7. Following the changes shown above, the address of the registered office and the address of the office of the registered agent will continue to be identical, as required by law.

By: /s/ Kimberly A. Wright ASST. SEC.

(A person authorized to sign on behalf of the entity)

INSTRUCTIONS

1. It is recommended that you call (512) 463-5555 to verify the information in items 3 and 5 as it currently appears on the records of the secretary of state before submitting the statement for filing. You also may e-mail an inquiry to corpinfo@sos.state.tx.us. As information on out-of-state financial institutions is maintained on a separate database, a financial institution must call (512) 463-5701 to verify registered agent and registered office information. If the information on the form is inconsistent with the records of this office, the statement will be returned.

2. You are required by law to provide a street address in item 4 unless the registered office is located in a city with a population of 5,000 or less. The purpose of this requirement is to provide the public with notice of a physical location at which process may be served on the registered agent. A statement submitted with a post office box address or a lock box address will not be filed.

3. An authorized officer of the corporation or financial institution must sign the statement. In the case of a limited liability company, an authorized member or manager of a limited liability company must sign the statement. A general partner must sign the statement on behalf of a limited partnership. A person commits an offense under the Texas Business Corporation Act, the Texas Non-Profit Corporation Act or the Texas Limited Liability Company Act if the person signs a document the person knows is false in any material respect with the intent that the document be delivered to the secretary of state for filing. The offense is a Class A misdemeanor.

4. Please attach the appropriate fee:

Business Corporation	\$15.00
Financial Institution, other than Credit Unions	\$15.00
Financial Institution that is a Credit Union	\$ 5.00
Non-Profit Corporation	\$ 5.00
Limited Liability Company	\$10.00
Limited Partnership	\$50.00

Personal checks and MasterCard®, Visa®, and Discover® are accepted in payment of the filing fee. Checks or money orders must be payable through a U.S. bank or other financial institution and made payable to the secretary of state. Fees paid by credit card are subject to a statutorily authorized processing cost of 2.1% of the total fees.

5. Two copies of the form along with the filing fee should be mailed to the address shown in the heading of this form. The delivery address is: Secretary of State, Statutory Filings Division, Corporations Section, James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. We will place one document on record and return a file stamped copy, if a duplicate copy is provided for such purpose. The telephone number is (512) 463-5555, TDD: (800) 735-2989, FAX: (512) 463-5709.

a. T Code 13196 Franchise 16196 Bank

b. Do not write in the space above

TEXAS FRANCHISE TAX

PUBLIC INFORMATION REPORT

c. Taxpayer identification number 1-75-2574581-0

d. Report year 03

MUST be filed with your Corporation Franchise Tax Report

e. PIR / IND 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

g. Item K on Franchise 0133735500

Tax Report form, Page 1

Corporation name and address Big Spring Hospital Corporation

155 Franklin Road, Suite 400

Brentwood, TN 37027

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

“SECTION A” MUST BE COMPLETE AND ACCURATE. Please sign below

If preprinted information is not correct, please type or print the correct information.

Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation's principal office

155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business

1601 West Eleventh Place, Big Spring, TX 79720

SECTION A Name, title and mailing address of each officer and director, Use additional sheets, if necessary.

NAME SEE STMT 3 TITLE DIRECTOR o YES Social Security No. (Optional)

MAILING ADDRESS Expiration date (mm-dd-yyyy)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation. Use additional sheets if necessary.

Name of owned (subsidiary) corporation State of incorporation Texas S.O.S. file number Percentage Interest

Name of owned (subsidiary) corporation State of incorporation Texas S.O.S. file number Percentage Interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

Name of owning (parent) corporation	CHS Holdings Corp
State of incorporation	NY
Texas S.O.S: file number	N/A
Percentage interest	100.0000

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: Corporation Service Comp

Office 800 Brazos Street, Austin TX 78701

o Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of m knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

Title Vice Pres. and Controller Date Daytime phone (Area code and number) 615/373-9600

sign here Officer, director or other authorized person /s/ T. Mark Buford

STATEMENT 3 03323242873

Big Spring Hospital Corporation

Texas Franchise Tax Public Information Report

Section A — Officers and Directors

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Portacci, Michael T.	President and CEO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. and Secretary	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin G.	S.V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hardison, Robert E.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P , Human Resources	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	S.V.P., Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Carlton, Larry	Asst. V.P., Revenue Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Connelly, Sherry	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

a. T Code 13196 Franchise 16196 Bank

b. Do not write in the space above

TEXAS FRANCHISE TAX

PUBLIC INFORMATION REPORT

c. Taxpayer identification number 1-75-2574581-0

d. Report year 04

MUST be filed with your Corporation Franchise Tax Report

e. PIR / IND 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

g. Item K on Franchise 0133735500

Tax Report form, Page 1

Corporation name and address Big Spring Hospital Corporation

155 Franklin Road, Suite 400

Brentwood, TN 37027

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

“SECTION A” MUST BE COMPLETE AND ACCURATE. Please sign below

If preprinted information is not correct, please type or print the correct information.

Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation's principal office

155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business

1601 West Eleventh Place, Big Spring, TX 79720

SECTION A Name, title and mailing address of each officer and director, Use additional sheets, if necessary.

NAME SEE STMT 3 TITLE DIRECTOR o YES Social Security No. (Optional)

MAILING ADDRESS Expiration date (mm-dd-yyyy)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation. Use additional sheets if necessary.

Name of owned (subsidiary) corporation State of incorporation Texas S.O.S. file number Percentage Interest

Name of owned (subsidiary) corporation State of incorporation Texas S.O.S. file number Percentage Interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

Name of owning (parent) corporation	CHS Holdings Corp
State of incorporation	NY
Texas S.O.S: file number	N/A
Percentage interest	100.0000

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: National Registered Agents, Inc.

Office 1614 Sidney Baker Street Kerrville TX 78028

o Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of m knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

Title Vice Pres. and Controller Date 11.11.04 Daytime phone (Area code and number) 615/373-9600

sign here Officer, director or other authorized person /s/ T. Mark Buford

Big Spring Hospital Corporation

Texas Franchise Tax Public Information Report

Section A — Officers and Directors

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Portacci, Michael T.	President and CEO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. and Secretary	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin G.	S.V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hawkins, Kenneth D.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
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Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P , Human Resources	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	S.V.P., Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Carlton, Larry	Asst. V.P., Revenue Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Connelly, Sherry	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

a. T Code 13196 Franchise 16196 Bank

b. Do not write in the space above

TEXAS FRANCHISE TAX

PUBLIC INFORMATION REPORT

c. Taxpayer identification number 1-75-2574581-0

d. Report year 05

MUST be filed with your Corporation Franchise Tax Report

e. PIR / IND 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

g. Item K on Franchise 0133735500

Tax Report form, Page 1

Corporation name and address Big Spring Hospital Corporation

155 Franklin Road, Suite 400

Brentwood, TN 37027

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

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Principal place of business

1601 West Eleventh Place, Big Spring, TX 79720

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Name of owned (subsidiary) corporation State of incorporation Texas S.O.S. file number Percentage Interest

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Name of owning (parent) corporation	CHS Holdings Corp
State of incorporation	NY
Texas S.O.S: file number	N/A
Percentage interest	100.0000

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: National Registered Agents, Inc.

Office 1614 Sidney Baker Street Kerrville TX 78028

o Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of m knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

Title Vice Pres. and Controller Date NOV 15 1005 Daytime phone (Area code and number) 615/373-9600

sign here Officer, director or other authorized person /s/ T. Mark Buford

Big Spring Hospital Corporation

Texas Franchise Tax Public Information Report

Section A — Officers and Directors

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Portacci, Michael T.	President and CEO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. and Secretary	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin G.	S.V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hardison, Robert E.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P , Human Resources	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	S.V.P., Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Carlton, Larry	Asst. V.P., Revenue Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Mori, Sherry	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

BYLAWS OF
BIG SPRING HOSPITAL CORPORATION

ARTICLE I OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Austin, State of Texas.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Texas, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Texas, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the

address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Texas or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Texas.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to

directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Texas Business Corporation Act (the "Texas Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Texas, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an “indemnitee”) who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust of other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Texas Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney’s fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Texas Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Texas Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Texas Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 20th day of December, 1994.

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

Phil Wilson Secretary of State

Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

GRANBURY HOSPITAL CORPORATION

Filing Number: 142527600

Articles Of Incorporation December 18, 1996

Certificate of Assumed Business Name January 09, 1997

Certificate of Assumed Business Name January 09, 1997

Change Of Registered Agent/Office July 14, 1997

Certificate of Assumed Business Name September 11, 1997

Certificate of Assumed Business Name September 11, 1997

Abandonment of Assumed Business Name September 29, 1997

Abandonment of Assumed Business Name September 29, 1997

Public Information Report (PIR) December 31, 2002

Change of Registered Agent/Office July 31, 2003

Change of Registered Agent/Office November 06, 2003

Public Information Report (PIR) December 31, 2003

Articles of Merger March 01, 2004

Public Information Report (PIR) December 31, 2004

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 02, 2007.

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: SOS-WEB

Fax: (512) 463-5709 Dial: 7-1-1 for Relay Services
TID: 10266 Document: 176524260010

ARTICLES OF INCORPORATION
OF
GRANBURY HOSPITAL CORPORATION

FILED
In the Office of the Secretary of State of Texas
DEC 18 1996
Corporations Section

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Granbury Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of \$ 01 par value per share common stock.

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received

ARTICLE SIX

The street address of its initial registered office is 400 North St. Paul, Dallas, Texas 75201; and the name of its initial registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

ARTICLE SEVEN

The number of directors of the Corporation may be fixed by the Bylaws

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until a successor is elected and qualified are:

Ernest Bacon
155 Franklin Road, Suite 400
Brentwood, TN 37027

T. Mark Buford
155 Franklin Road, Suite 400
Brentwood, TN 37027

Linda K. Parsons
155 Franklin Road, Suite 400
Brentwood, TN 37027

ARTICLE EIGHT

The name and address of the incorporator is:

Robin J. Payton
414 Union Street, Suite 1600 Nashville,
Tennessee 37219

ARTICLE NINE

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 2.41 of the Texas Business Corporation Act or (iv) for any transaction from which the director derives an improper personal benefit. If the Texas Business Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Texas Business Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless

by the Corporation to the fullest extent authorized by the Texas Business Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Ten shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Texas Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article Ten or otherwise

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article Ten is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Texas Business Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Texas Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Ten or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article Ten shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Business Corporation Act.

E. Indemnity of Employees and Agents of the Corporation The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Ten or as otherwise permitted under the Texas Business Corporation Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 17th day of December, 1996.

/s/ Robin J. Payton
Robin J. Payton, Incorporation
414 Union Street, Suite 1600
Nashville, Tennessee 37219

STATE OF TENNESSEE)

ss

COUNTY OF DAVIDSON)

I, Linda Hockmeyer, a notary public do hereby certify that on this 17th day of December, 1996, personally appeared before me, Robin J. Payton being by me first duly sworn, declared that she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

/s/ Linda Hockmeyer
3/27/99
(Notarial Seal)

ASSUMED NAME CERTIFICATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application or comparable document is Granbury Hospital Corporation.
2. The assumed name under which the business or professional service is or is to be conducted or rendered is Hood General Home Health
3. The state, country, or other jurisdiction under the laws of which it was Incorporated, organized or associated is Texas, and the address of its registered or similar office in that jurisdiction is 400 North St. Paul, Dallas, TX 75201.
4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years.
5. The entity is a (circle one) (business corporation), nonprofit corporation, professional corporation, professional association, limited liability company, limited partnership, registered limited liability partnership or some other type of incorporated business, professional or other association (specify)
6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 400 North St. Paul, Dallas, TX 75201 and the name of its registered agent at such address CSC-Lawyers Incorporating Service Co. The address of the principal office (If not the same as the registered office) is 1310 Paluxy Road, Granbury, TX 76048.
7. If the entity is not required to or does not maintain a registered office in Texas, the office address is N/A and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is N/A.
8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT");

Hood County, Texas and All

(Certificate must be executed and notarized on the back of this form.)

/s/ Sara Martin-Michels

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

Before me on this 7th day of January, 1997, personally appeared Sara Martin-Michels and acknowledged to me that she executed the foregoing certificate for the purposes therein expressed.

(Notary Seal)

/s/ Angela L. Bruce
Notary Public, State of Tennessee

INSTRUCTIONS FOR FILING ASSUMED NAME CERTIFICATE

1. A corporation, limited liability company, limited partnership or registered limited liability partnership, which regularly conducts business or renders a professional service in this state under a name other than the name contained in its articles of incorporation, articles of organization, certificate of limited partnership or application, must file an assumed name certificate with the secretary of state and with the appropriate county clerk in accordance with section 36.11 of the Texas Business and Commerce Code.
2. The information provided in paragraph 6 as regards the registered agent and registered office address in Texas must match the information on file in this office. To verify the information on file with this office, you may contact our corporate information unit at (512) 463-5555. Forms to change the registered agent/office are available from this office should you require to update this information.
3. A certificate executed and acknowledged by an attorney-in-fact shall include a statement that the attorney-in-fact has been duly authorized in writing by his principal to execute and acknowledge the same.
4. For purposes of filing with the secretary of state, the assumed name registrant should submit an originally executed assumed name certificate accompanied by the filing fee of \$25 to the Secretary of State, Statutory Filings Division, Corporations Section, P.O. Box 13697, Austin, Texas 78711-3697. The phone number is (512) 463-5532, TDD: (800) 735-2989, FAX: (512) 463-5709.
5. All assumed name certificates to be filed with the county clerk must be forwarded directly to the appropriate county clerk by the assumed name registrant.
6. Whenever an event occurs that causes the information in the assumed name certificate to become materially misleading (eg. change of registered agent/office or a change of name), a new certificate must be filed within 60 days after the occurrence of the facts which necessitate the filing.
7. A registrant that ceases to transact business or render professional services under an assumed name for which a certificate has been filed may file an abandonment of use pursuant to the Texas Business and Commerce Code, §36.14. Forms for this purpose are available from this office.

HOOD GENERAL HOSPITAL AUXILIARY, INC.
1310 Paluxy Road
Granbury, Texas 76048

TO: Texas Secretary of State
Filings Division, Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

RE Assumed Name Filing. Hood General Home Health

This notice serves as our authorization for Granbury Hospital Corporation, located at 1310 Paluxy Road, Granbury, Texas 76048, to use the assumed name listed above.

Dated the 7th day of January, 1997.

HOOD GENERAL HOSPITAL AUXILIARY, INC.

By: /s/ Minnie Whiteside Title: President

ASSUMED NAME CERTIFICATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application or comparable document is Granbury Hospital Corporation.
2. The assumed name under which the business or professional service is or is to be conducted or rendered is Hood General Home Health
3. The state, country, or other jurisdiction under the laws of which it was Incorporated, organized or associated is Texas, and the address of its registered or similar office in that jurisdiction is 400 North St. Paul, Dallas, TX 75201.
4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years.
5. The entity is a (circle one) (business corporation), nonprofit corporation, professional corporation, professional association, limited liability company, limited partnership, registered limited liability partnership or some other type of incorporated business, professional or other association (specify)
6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 400 North St. Paul, Dallas, TX 75201 and the name of its registered agent at such address CSC-Lawyers Incorporating Service Co. The address of the principal office (If not the same as the registered office) is 1310 Paluxy Road, Granbury, TX 76048.
7. If the entity is not required to or does not maintain a registered office in Texas, the office address is N/A and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is N/A.
8. The county or counties where business or professional services are being or are to fro conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT");

Hood County, Texas and All

(Certificate must be executed and notarized on the back of this form.)

/s/ Sara Martin-Michels

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

Before me on this 7th day of January, 1997, personally appeared Sara Martin-Michels and acknowledged to me that she executed the foregoing certificate for the purposes therein expressed.

(Notary Seal)

/s/ Angela L. Bruce
Notary Public, State of Tennessee

INSTRUCTIONS FOR FILING ASSUMED NAME CERTIFICATE

1. A corporation, limited liability company, limited partnership or registered limited liability partnership, which regularly conducts business or renders a professional service in this state under a name other than the name contained in its articles of incorporation, articles of organization, certificate of limited partnership or application, must file an assumed name certificate with the secretary of state and with the appropriate county clerk in accordance with section 36.11 of the Texas Business and Commerce Code.
2. The information provided in paragraph 6 as regards the registered agent and registered office address in Texas must match the information on file in this office. To verify the information on file with this office, you may contact our corporate information unit at (512) 463-5555. Forms to change the registered agent/office are available from this office should you require to update this information.
3. A certificate executed and acknowledged by an attorney-in-fact shall include a statement that the attorney-in-fact has been duly authorized in writing by his principal to execute and acknowledge the same.
4. For purposes of filing with the secretary of state, the assumed name registrant should submit an originally executed assumed name certificate accompanied by the filing fee of \$25 to the Secretary of State, Statutory Filings Division, Corporations Section, P.O. Box 13697, Austin, Texas 78711-3697. The phone number is (512) 463-5532, TDD: (800) 735-2989, FAX: (512) 463-5709.
5. All assumed name certificates to be filed with the county clerk must be forwarded directly to the appropriate county clerk by the assumed name registrant.
6. Whenever an event occurs that causes the information in the assumed name certificate to become materially misleading (eg. change of registered agent/office or a change of name), a new certificate must be filed within 60 days after the occurrence of the events which necessitate the filing.
7. A registrant that ceases to transact business or render professional services under an assumed name for which a certificate has been filed may file an abandonment of use pursuant to the Texas Business and Commerce Code, §36.14. Forms for this purpose are available from this office.

HOOD GENERAL HOSPITAL AUXILIARY, INC.
1310 Paluxy Road
Granbury, Texas 76048

TO: Texas Secretary of State
Filings Division, Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

RE Assumed Name Filing. Hood General Home Health

This notice serves as our authorization for Granbury Hospital Corporation, located at 1310 Paluxy Road, Granbury, Texas 76048, to use the assumed name listed above.

Dated the 7th day of January, 1997.

HOOD GENERAL HOSPITAL AUXILIARY, INC.

By: /s/ Minnie Whiteside
Title: President

STATEMENT OF CHANGE OF REGISTERED OFFICERED

To the Secretary of State State of Texas

Pursuant to the provisions of Article 2.10.1 of the Texas Business Corporation Act, the undersigned registered agent, for the corporation named below submits the following statement for the purpose of changing the registered office address for such corporation in the State of Texas:

Charter No. See attached list

1. The name of the corporation (hereinafter called the "Corporation") represented by the said registered agent is:

See attached list

2. The address at which the said registered agent has maintained the registered office for the corporation is

400 N. St. Paul
Dallas, Texas 75201

3. The new address at which the said registered agent will hereafter maintain the registered office for the corporation is

800 Brazos
Austin, Texas 78701

4. Notice of this change of address has been given in writing to the above corporation at least 10 days prior to the date of filing of this Statement.

Dated: July 11, 1997

Corporation Service Company
d/b/a CSC-Lawyers Incorporating Service Company

/s/ John H. Pelletier
John H. Pelletier, Assistant Vice President

File Type	File No.	Status	Corporation Name & Agent	Address	City	Zip
00	01425105	A	Texas Healthcare management Solutions, Inc. Corporation Service Company D/B/A+	400 N. St. Paul	Dallas	75201
00	01425240	A	LVNA Finance Corp. Corporation Service Company D/B/A+	400 North St. Paul	Dallas	75201
00	01425276	A	Granbury Hospital Corporation Corporation Corporation Service Company D/B/A+	400 North St. Paul	Dallas	75201
00	01425755	A	Portland General Property Holdings, Inc. Corporation Service Company	400 N. St. Paul	Dallas	75201
00	01426124	A	All Lines Claim Service, Inc. Corporation Service Company	400 N. St. Paul	Dallas	75201
00	01426745	A	DD San Pedro Corp. Corporation Service Company D/B/A C	400 N. St. Paul	Dallas	75201
00	01426806	A	Columbia Surgery Group, Inc. The Prentice-Hall Corporation System	400 N. St. Paul	Dallas	75201
00	01426808	A	Columbia Central Texas Division, Inc. The Prentice-Hall Corporation System	400 N. St. Paul	Dallas	75201
00	01426809	A	Columbia Greater Houston Division, Inc. The Prentice-Hall Corporation System	400 N. St. Paul	Dallas	75201
00	01425810	A	Columbia Lone Star/Arkansas Division, Inc. The Prentice-Hall Corporation System	400 N. St. Paul	Dallas	75201
00	01425811	A	Columbia North Texas Division, Inc. The Prentice-Hall Corporation System	400 N. St. Paul	Dallas	75201
00	01426812	A	Columbia South Texas Division, Inc. The Prentice-Hall Corporation System	400 N. St. Paul	Dallas	75201
00	01426988	A	Mohane Family Holdings, inc. The Prentice-Hall Corporation System	400 N. St. Paul	Dallas	75201
00	01427361	A	Columbia Ambulatory Surgery Division, Inc. The Prentice-Hall Corporation System	400 N. St. Paul	Dallas	75201
00	01427398	A	The West Texas Division of Columbia, Inc. The Prentice-Hall Corporation System	400 N. St. Paul	Dallas	75201

File Type	File No.	Status	Corporation Name & Agent	Address	City	Zip
00	01427421	A	Clements Electric Inc. Corporation Service Company D/B/A C	400 N. St. Paul	Dallas	75201
00	01427925	A	Tri Star Metals Inc. Corporation Service Company D/B/A C	400 N. St. Paul	Dallas	75201
00	01428667	A	Columbia/HCA Western Group, Inc. Prentice hall Corporation System	400 N. St. Paul	Dallas	75201

FORM PROMULGATED BY THE SECRETARY OF STATE FOR ASSUMED NAME CERTIFICATE FOR AN INCORPORATED BUSINESS OR PROFESSION

ASSUMED NAME CERTIFICATE FOR AN INCORPORATE BUSINESS OR PROFESSION

1. The assumed name under which the business or professional service is or is to be conducted or rendered is Lake Granbury Medical Center
2. The name of the incorporated business or profession as stated in its articles of incorporation or comparable document is Granbury Hospital Corporation.
3. The state, country, or other jurisdiction under the laws of which it was incorporated is Texas, and the address of its registered or similar office in that jurisdiction is 800 Brazos, Austin, TX 78701.
4. The period, not to exceed ten years, during which the assumed name will be used is 10 years.
5. The corporation is a (circle one): (business corporation) nonprofit corporation, professional corporation, professional association or other type of corporation (specify)
6. If the corporation is required to maintain a registered office in Texas, the address of the registered office is 800 Brazos, Austin, TX 78701 and the name of the registered agent at such address is CSC Lawyers Incorporation Service. The address of the principal office (if not the same as the registered office) is 1310 Paluxy Road, Granbury TX 76048
7. If the corporation is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and if the corporation is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is N/A.
8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT Hood County):

/s/ Sara Martin-Michels

Signature of officer, representative or attorney-in-fact of corporation

Before me on this 9th day of September, 1997, personally appeared Sara Martin-Michels and acknowledged to me that (s)he executed the foregoing certificate for the purposes therein expressed.

/s/ Angela L. Bruce

Notary Public County of Williamson, State Tennessee

(Notary Seal)

EXECUTION AND FILING

The assumed name certificate should be signed and acknowledged by an officer, representative, or attorney-in-fact of the corporation. A certificate executed by an attorney-in-fact should include a statement that the attorney-in-fact has been duly authorized in writing by his principal to execute and acknowledge the same. Submit an original copy of the certificate to the secretary of state for filing. The secretary of state will issue a letter acknowledging filing.

FEES

The fee for filing an assumed name certificate with the secretary of state is \$25.00. The fee for filing with the county clerk is \$2.00 per certificate, plus a fee of \$.50 for each name to be indexed.

MATERIAL CHANGE IN INFORMATION ON AN ASSUMED NAME CERTIFICATE

Whenever there is a material change in information on an assumed name certificate, a new certificate should be filed. The new certificate should be filed within 60 days after the occurrence of the change that necessitated filing. Material changes include: (1) a change in the name, identity, entity, form of business or professional organization, or location of a registrant;

(2) in the case of a proprietorship or sole practitioner, a change in ownership;

(3) in the case of a partnership, the admission of a new partner or joint venturer or whenever any general partner or joint venturer ceases to be associated with the partnership; or

(4) in the case of a registrant that is required by law to maintain a registered or similar office and a registered or similar agent at such office, a change in the address of such office or identity of such agent. (Texas Business and Commerce Code, Section 36.12)

ABANDONMENT OF AN ASSUMED NAME

A registrant that ceases to transact business or render professional services under an assumed name for which a certificate has been filed may file an abandonment of use pursuant to the Texas Business and Commerce Code, Section 36.14. The statement of abandonment of use should set forth:

FORM PROMULGATED BY THE SECRETARY OF STATE FOR ASSUMED NAME CERTIFICATE FOR AN INCORPORATED BUSINESS OR PROFESSION

ASSUMED NAME CERTIFICATE
FOR AN INCORPORATE BUSINESS OR PROFESSION

1. The assumed name under which the business or professional service is or is to be conducted or rendered is Lake Granbury Home Health
2. The name of the incorporated business or profession as stated in its articles of incorporation or comparable document is Granbury Hospital Corporation.
3. The state, country, or other jurisdiction under the laws of which it was incorporated is Texas, and the address of its registered or similar office in that jurisdiction is 800 Brazos, Austin, TX 78701.
4. The period, not to exceed ten years, during which the assumed name will be used is 10 years.
5. The corporation is a (circle one): (business corporation) nonprofit corporation, professional corporation, professional association or other type of corporation (specify)
6. If the corporation is required to maintain a registered office in Texas, the address of the registered office is 800 Brazos, Austin, TX 78701 and the name of the registered agent at such address is CSC Lawyers Incorporation Service. The address of the principal office (if not the same as the registered office) is 1310 Paluxy road, Granbury TX 76048
7. If the corporation is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and if the corporation is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is N/A.
8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT Hood County):

/s/ Sara Martin-Michels

Signature of officer, representative or attorney-in-fact of corporation

Before me on this day of 9th September, 1997, personally appeared Sara Martin Michaels and acknowledged to me that (s)he executed the foregoing certificate for the purposes therein expressed.

/s/ Angela L. Bruce

Notary Public County of Williamson State of Tennessee

(Notary Seal)

EXECUTION AND FILING

The assumed name certificate should be signed and acknowledged by an officer, representative, or attorney-in-fact of the corporation. A certificate executed by an attorney-in-fact should include a statement that the attorney-in-fact has been duly authorized in writing by his principal to execute and acknowledge the same. Submit an original copy of the certificate to the secretary of state for filing. The secretary of state will issue a letter acknowledging filing.

FEES

The fee for filing an assumed name certificate with the secretary of state is \$25.00. The fee for filing with the county clerk is \$2.00 per certificate, plus a fee of \$50 for each name to be indexed.

MATERIAL CHANGE IN INFORMATION ON AN ASSUMED NAME CERTIFICATE

Whenever there is a material change in information on an assumed name certificate, a new certificate should be filed. The new certificate should be filed within 60 days after the occurrence of the change that necessitated filing. Material changes include:(1) a change in the name, identity, entity, form of business or professional organization, or location of a registrant;

(2) in the case of a proprietorship or sole practitioner, a change in ownership;

(3) in the case of a partnership, the admission of a new partner or joint venturer or whenever any general partner or joint venturer ceases to be associated with the partnership; or

(4) in the case of a registrant that is required by law to maintain a registered or similar office and a registered or similar agent at such office, a change in the address of such office or identity of such agent (Texas Business and Commerce Code, Section 36.12)

ABANDONMENT OF AN ASSUMED NAME

A registrant that ceases to transact business or render professional services under an assumed name for which a certificate has been filed may file an abandonment of use pursuant to the Texas Business and Commerce Code, Section 36.14. The statement of abandonment of use should set forth:

STATEMENT OF ABANDONMENT OF ASSUMED NAME

1. The assumed name being abandoned is HOOD GENERAL HOSPITAL.
2. The date of filing of the assumed name certificate with the Texas Secretary of State was January 9, 1997. The date of filing of the assumed name certificate with the County Clerk of Hood County was January 14, 1997.

3. The registrant's name and address are:

Granbury Hospital Corporation
1310 Paluxy Road
Hood County
Granbury, Texas 76048

/s/ Sara Martin-Michels

Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

Before me this 9th day of September, 1997, personally appeared Sara Martin-Michels and acknowledged to me that she executed the foregoing certificate for the purposes therein expressed.

(Notary Seal)

/s/ Angela L. Bruce
Notary Public, State of Tennessee

STATEMENT OF ABANDONMENT OF ASSUMED NAME

1. The assumed name being abandoned is HOOD GENERAL HOME HEALTH
2. The date of filing of the assumed name certificate with the Texas Secretary of State was January 9, 1997. The date of filing of the assumed name certificate with the County Clerk of Hood County was January 14, 1997.

3. The registrant's name and address are:

Granbury Hospital Corporation
1310 Paluxy Road
Hood County
Granbury, Texas 76048

/s/ Sara Martin-Michels

Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

Before me this 9th day of September, 1997, personally appeared Sara Martin-Michels and acknowledged to me that she executed the foregoing certificate for the purposes therein expressed.

/s/ Angela L. Bruce

Notary Public, State of Tennessee

a. T Code 13196 Franchise 16196 Bank

b. Do not write in the space above

TEXAS FRANCHISE TAX

PUBLIC INFORMATION REPORT

c. Taxpayer identification number 1-75-2682017-4

d. Report year 02

MUST be filed with your Corporation Franchise Tax Report

e. PIR / IND 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

g. Item K on Franchise 7389 Tax Report form, Page 1

Corporation name and address Granbury Hospital Corporation

155 Franklin Road, Suite 400, Brentwood, TN 37027

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

“SECTION A” MUST BE COMPLETE AND ACCURATE. Please sign below

If preprinted information is not correct, please type or print the correct information.

Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation’s principal office

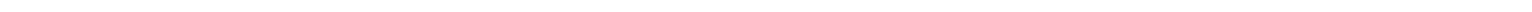
155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business

1310 Paluxy Road, Granbury, TX 76048

SECTION A Name, title and mailing address of each officer and director, Use additional sheets, if necessary.

NAME SEE STMT 3	TITLE	DIRECTOR <input type="checkbox"/> YES	Social Security No. (Optional)
MAILING ADDRESS			Expiration date (mm-dd-yyyy)



NAME TITLE DIRECTOR o YES Social Security No. (Optional)

MAILING ADDRESS Expiration date (mm-dd-yyyy)

NAME TITLE DIRECTOR o YES Social Security No. (Optional)

MAILING ADDRESS Expiration date (mm-dd-yyyy)

NAME TITLE DIRECTOR o YES Social Security No. (Optional)

MAILING ADDRESS Expiration date (mm-dd-yyyy)

NAME TITLE DIRECTOR o YES Social Security No. (Optional)

MAILING ADDRESS Expiration date (mm-dd-yyyy)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation. Use additional sheets if necessary.

Name of owned (subsidiary) corporation State of incorporation Texas S.O.S. file number Percentage Interest

Name of owned (subsidiary) corporation State of incorporation Texas S.O.S. file number Percentage Interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

Name of owning (parent) corporation CHS Holdings Corp.

State of incorporation NY

Texas S.O.S. file number N/A

Percentage interest 100.0000

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: Corporation Service Company

Office 800 Brazos Street, Austin TX 78701

o Check here if you need forms to change this information.



I declare that the information in this document and any attachments is true and correct to the best of m knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

sign here Officer, director or other authorized person /s/ T. Mark Buford

Title Vice Pres. and Controller Date 11/15/02 Daytime phone (Area code and number) 615/373-9600

Granbury Hospital Corporation

Texas Franchise Tax Public Information Report

Section A — Officers and Directors

NAME TITLE DIRECTOR MAILING ADDRESS

Portacci, Michael T.	President and CEO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. and Secretary	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin G.	S.V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hardison, Robert E.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P , Human Resources	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	S.V.P., Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Carlton Larry	Asst. V.P., Revenue Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Connelly, Sherry A.	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Office of the Secretary of State Corporations Section

P.O. Box 13697

Austin, Texas 78711-3697

(Form 408)

Filed in the Office of the Secretary of State of Texas

Filing #: 142527600 07/31/2003 Document #: 39207690484

Image Generated Electronically for Web Filing

STATEMENT OF CHANGE OF ADDRESS OF REGISTERED AGENT

1. The name of the entity represented is

GRANBURY HOSPITAL CORPORATION

The entity's filing number is 142527600

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

800 Brazos Austin, Texas 78701

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

701 Brazos Street, Suite 1050, Austin, Texas 78701

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 07/31/03

Corporation Service Company

d/b/a CSC-Layers Incorporating Service Company

Name of Registered Agent

John H. Pelletier, Asst. VP

Signature of Registered Agent

FILING OFFICE COPY

Office of the Secretary of State Corporations Section

P.O. Box 13697

Austin, Texas 78711-3697

FILED

In the Office of the Secretary of State of Texas

NOV 06 2003

Corporations Section

CHANGE OF REGISTERED AGENT/REGISTERED OFFICE

1. The name of the entity is GRANBURY HOSPITAL CORPORATION

and the file number issued to the entity by the secretary of state is 142527600

2. The entity is: (Check one.)

a business corporation, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, as provided by the Texas Business Corporation Act.

a non-profit corporation, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, or through its members in whom management of the corporation is vested pursuant to article 2.14C, as provided by the Texas Non-Profit Corporation Act.

a limited liability company, which has authorized the changes indicated below through its members or managers, as provided by the Texas Limited Liability Company Act.

a limited partnership, which has authorized the changes indicated below through its partners, as provided by the Texas Revised Limited Partnership Act.

an out-of-state financial institution, which has authorized the changes indicated below in the manner provided under the laws governing its formation.

3. The registered office address as PRESENTLY shown in the records of the Texas secretary of state is 701 Brazos Street, Suite 1050, Austin, TX 78701

4. A. The address of the NEW registered office is: (Please provide street address, city, state and zip code. The address must be in Texas.)

1614 Sidney Baker Street, Kerrville, TX 78028

OR B. The registered office address will not change.

5. The name of the registered agent as PRESENTLY shown in the records of the Texas secretary of state is Corporation Service Company

6. A. The name of the NEW registered agent is National Registered Agents, Inc.

OR B. The registered agent will not change.

7. Following the changes shown above, the address of the registered office and the address of the office of the registered agent will continue to be identical, as required by law.

By: /s/ Kimberly A. Wright ASST. SEC.

(A person authorized to sign on behalf of the entity)

INSTRUCTIONS

1. It is recommended that you call (512) 463-5555 to verify the information in items 3 and 5 as it currently appears on the records of the secretary of state before submitting the statement for filing. You also may e-mail an inquiry to corpinfo@sos.state.tx.us. As information on out-of-state financial institutions is maintained on a separate database, a financial institution must call (512) 463-5701 to verify registered agent and registered office information. If the information on the form is inconsistent with the records of this office, the statement will be returned.

2. You are required by law to provide a street address in item 4 unless the registered office is located in a city with a population of 5,000 or less. The purpose of this requirement is to provide the public with notice of a physical location at which process may be served on the registered agent. A statement submitted with a post office box address or a lock box address will not be filed.

3. An authorized officer of the corporation or financial institution must sign the statement. In the case of a limited liability company, an authorized member or manager of a limited liability company must sign the statement. A general partner must sign the statement on behalf of a limited partnership. A person commits an offense under the Texas Business Corporation Act, the Texas Non-Profit Corporation Act or the Texas Limited Liability Company Act if the person signs a document the person knows is false in any material respect with the intent that the document be delivered to the secretary of state for filing. The offense is a Class A misdemeanor.

4. Please attach the appropriate fee:

Business Corporation \$15.00

Financial Institution, other than Credit Unions \$15.00

Financial Institution that is a Credit Union \$ 5.00

Non-Profit Corporation \$ 5.00

Limited Liability Company \$10.00

Limited Partnership \$50.00

Personal checks and MasterCard®, Visa®, and Discover® are accepted in payment of the filing fee. Checks or money orders must be payable through a U.S. bank or other financial institution and made payable to the secretary of state. Fees paid by credit card are subject to a statutorily authorized processing cost of 2.1% of the total fees.

5. Two copies of the form along with the filing fee should be mailed to the address shown in the heading of this form. The delivery address is: Secretary of State, Statutory Filings Division, Corporations Section, James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. We will place one document on record and return a file stamped copy, if a duplicate copy is provided for such purpose. The telephone number is (512) 463-5555, TDD: (800) 735-2989, FAX: (512) 463-5709.

a. T Code 13196 Franchise 16196 Bank

b. Do not write in the space above

TEXAS FRANCHISE TAX

PUBLIC INFORMATION REPORT

c. Taxpayer identification number 1-75-2682017-4

d. Report year 03

MUST be filed with your Corporation Franchise Tax Report

e. PIR / IND 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

g. Item K on Franchise 0142527600

Tax Report form, Page 1

Corporation name and address Granbury Hospital Corporation

155 Franklin Road, Suite 400

Brentwood, TN 37027

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

“SECTION A” MUST BE COMPLETE AND ACCURATE. Please sign below

If preprinted information is not correct, please type or print the correct information.

Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation's principal office

155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business

1310 Paluxy Road, Granbury, TX 76048

SECTION A Name, title and mailing address of each officer and director. Use additional sheets, if necessary.

NAME SEE STMT 3	TITLE	DIRECTOR o YES	Social Security No. (Optional)
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
NAME	TITLE	DIRECTOR o YES	Social Security No. (Optional)
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
NAME	TITLE	DIRECTOR o YES	Social Security No. (Optional)
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
NAME	TITLE	DIRECTOR o YES	Social Security No. (Optional)
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
NAME	TITLE	DIRECTOR o YES	Social Security No. (Optional)
MAILING ADDRESS			Expiration date (mm-dd-yyyy)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation. Use additional sheets if necessary.

Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest
Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

Name of owning (parent) corporation CHS Holdings Corp.

State of incorporation NY

Texas S.O.S. file number N/A

Percentage interest 100.0000

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: Corporation Service Company

Office 800 Brazos Street, Austin TX 78701

o Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of m knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

sign here Officer, director or other authorized person /s/ T. Mark Buford

Title Vice Pres. and Controller Date Daytime phone (Area code and number) 615/373-9600

Granbury Hospital Corporation

Texas Franchise Tax Public Information Report

Section A — Officers and Directors

NAME TITLE DIRECTOR MAILING ADDRESS

Portacci, Michael T.	President and CEO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. and Secretary	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin G.	S.V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hardison, Robert E.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
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Carlton Larry	Asst. V.P., Revenue Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Connelly, Sherry A.	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

FILED

In the Office of the Secretary of State of Texas

MAR 01 2004

Corporations Section

ARTICLES OF MERGER OF GRANBURY HOSPITAL CORPORATION – ASC

AND

GRANBURY HOSPITAL CORPORATION

Executed: February 27, 2004

To the Secretary of State

State of Texas

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, the domestic corporations herein named do hereby adopt the following articles of merger:

FIRST: The names of the constituent corporations are Granbury Hospital Corporation — ASC and Granbury Hospital Corporation, both of which are business corporations organized under the laws of the State of Texas and are subject to the provisions of the Texas Business Corporation Act.

SECOND: Attached hereto and made a part hereof is the Agreement and Plan of Merger for merging Granbury Hospital Corporation — ASC with and into Granbury Hospital Corporation as approved by the directors and the shareholders of the said constituent corporations.

THIRD: The number of shares of Granbury Hospital Corporation — ASC which were outstanding at the time of the approval of the Agreement and Plan of Merger by its shareholders is 1,000, all of which are of one class.

FOURTH: The approval of the Agreement and Plan of Merger by the shareholders of Granbury Hospital Corporation — ASC was by written consent, which has been given in accordance with the provisions of Article 9.10 of the Texas Business Corporation Act, and any written notice required by that Article has been given.

FIFTH: The number of shares of Granbury Hospital Corporation which were outstanding at the time of the approval of the Agreement and Plan of Merger by its shareholders is 1,000, all of which are of one class.

SIXTH: The approval of the Agreement and Plan of Merger by the shareholders of Granbury Hospital Corporation was by written consent, which has been given in accordance with the provisions of Article 9.10 of the Texas Business Corporation Act, and any written notice required by that Article has been given.

SEVENTH: Granbury Hospital Corporation will continue to exist as the surviving corporation under its present name pursuant to the provisions of the Texas Business Corporation Act.

EIGHTH: Granbury Hospital Corporation will be responsible for the payment of all franchise taxes due on behalf of the Granbury Hospital Corporation — ASC.

Effective as of the 1st day of March, 2004.

Granbury Hospital Corporation — ASC

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Senior Vice President, Secretary and General Counsel

Granbury Hospital Corporation

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Senior Vice President, Secretary and General Counsel

AGREEMENT AND PLAN OF MERGER

OF

GRANBURY HOSPITAL CORPORATION — ASC

AND

GRANBURY HOSPITAL CORPORATION

AGREEMENT AND PLAN OF MERGER entered into on February 27, 2004, by Granbury Hospital Corporation - ASC, a business corporation of the State of Texas, and approved by resolution adopted by its Board of Directors on February 27, 2004, and entered into on February 27, 2004 by Granbury Hospital Corporation, a business corporation of the State of Texas, and approved by resolution adopted by its Board of Directors on February 27, 2004.

WHEREAS, Granbury Hospital Corporation — ASC is a business corporation of the State of Texas with its registered office therein located at 1614 Sidney Baker Street, Kerrville, Texas 78028; and

WHEREAS, the total number of shares of stock which Granbury Hospital Corporation -ASC has authority to issue is 1,000, all of which are of one class and of a par value of \$.01 each; and

WHEREAS, Granbury Hospital Corporation is a business corporation of the State of Texas with its registered office therein located 1614 Sidney Baker Street, Kerrville, Texas 78028; and

WHEREAS, the total number of authorized shares of stock which Granbury Hospital Corporation has authority to issue is 1,000, all of which are of one class and of a par value of \$.01 each; and

WHEREAS, the Texas Business Corporation Act permits the merger of a business corporation with and into a business corporation of the State of Texas; and

WHEREAS, Granbury Hospital Corporation -ASC and Granbury Hospital Corporation and the respective Boards of Directors thereof deem it advisable and to the advantage, welfare, and the best interests of said corporations and their respective shareholders to merge Granbury Hospital Corporation — ASC with and into Granbury Hospital Corporation pursuant to the provisions of the Texas Business Corporation Act upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises of the mutual agreement of the parties hereto, being thereunto duly entered into by Granbury Hospital Corporation — ASC and approved by a joint resolution adopted by its Sole Shareholder and Board of Directors and being thereunto duly entered into by Granbury Hospital Corporation and approved by a Joint resolution adopted by its Sole Shareholder and Board of Directors, the Agreement and Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Agreement set forth.

1. Granbury Hospital Corporation — ASC and Granbury Hospital Corporation shall, pursuant to the provisions of the Texas Business Corporation Act, be merged with and into a single corporation, to wit, Granbury Hospital Corporation, which shall be the surviving corporation from and after the effective time of the merger, and which is sometimes hereinafter referred to as the “surviving corporation”, and which shall continue to exist as said surviving corporation under its present name, pursuant to the provisions of the Texas Business Corporation Act. The separate existence of Granbury Hospital Corporation — ASC, which is sometimes hereinafter referred to as the “terminating corporation”, shall cease at said effective time in accordance with the provisions of the Texas Business Corporation Act.
 2. The Articles of Incorporation of the surviving corporation in force and in effect in the State of Texas at the effective time of the merger herein provided for shall continue to be the Articles of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the Texas Business Corporation Act.
 3. The present bylaws of the surviving corporation will be the bylaws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and the manner prescribed by the provisions of the Texas Business Corporation Act.
 4. The directors and officers in office of the surviving corporation at the effective time of the merger shall be the members of the Board of Directors and the officers of the surviving corporation at the time of the merger, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving corporation.
 5. Each issued share of the terminating corporation shall, from the effective time of the merger, cease to exist and all certificates for such stock shall be canceled and no shares of the surviving corporation shall be exchanged therefore. The issued shares of the surviving corporation shall not be converted or exchanged in any manner, but each said share which is issued at the effective time of the merger shall continue to represent one issued share of the surviving corporation.
 6. The surviving corporation does hereby agree that it may be served with process in the State of Texas in any proceeding for enforcement of any obligation of the terminating corporation, as well as for enforcement of any obligation of the surviving corporation arising from the merger herein provided for, including any suit or other proceeding to enforce the right of any stockholder of the terminating corporation as and when determined in appraisal proceedings pursuant to the provisions of the law of the State of Texas, does hereby irrevocably appoint the Secretary of State of the State of Texas as its agent to accept service of process in any such suit or other proceedings; and does hereby specify the following address to which a copy of such process shall be mailed by the Secretary of State of the State of Texas: Granbury Hospital Corporation, c/o National Registered Agents, Inc., 1614 Sidney Baker Street, Kerrville, TX 78028.
 7. In the event that this Agreement and Plan of Merger shall have been fully approved and adopted in accordance with the provisions of the Texas Business Corporation Act, the said corporations agree that they will cause to be executed and filed and recorded any document or
-

documents prescribed by the laws of the State of Texas, and that they will cause to be performed all necessary acts within the State of Texas and elsewhere to effectuate the merger herein provided for.

8. The Board of Directors and the proper officers of the terminating corporation and of the surviving corporation are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the merger herein provided for, to be effective on the 1st day of March, 2004.

a. T Code 13196 Franchise 16196 Bank

b. Do not write in the space above

TEXAS FRANCHISE TAX

PUBLIC INFORMATION REPORT

c. Taxpayer identification number 1-75-2682017-4

d. Report year 04

MUST be filed with your Corporation Franchise Tax Report

e. PIR / IND 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

g. Item K on Franchise 01425276

Tax Report form, Page 1

Corporation name and address Granbury Hospital Corporation

155 Franklin Road, Suite 400

Brentwood, TN 37027

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

“SECTION A” MUST BE COMPLETE AND ACCURATE. Please sign below!

If preprinted information is not correct, please type or print the correct information.

Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation's principal office

155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business

1310 Paluxy Road, Granbury, TX 76048

SECTION A Name, title and mailing address of each officer and director, Use additional sheets, if necessary.

NAME SEE STMT 3	TITLE	DIRECTOR o YES	Social Security No. (Optional)
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
NAME	TITLE	DIRECTOR o YES	Social Security No. (Optional)
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
NAME	TITLE	DIRECTOR o YES	Social Security No. (Optional)
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
NAME	TITLE	DIRECTOR o YES	Social Security No. (Optional)
MAILING ADDRESS			Expiration date (mm-dd-yyyy)
NAME	TITLE	DIRECTOR o YES	Social Security No. (Optional)
MAILING ADDRESS			Expiration date (mm-dd-yyyy)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation. Use additional sheets if necessary.

Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest
Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

Name of owning (parent) corporation CHS Holdings Corp.

State of incorporation NY

Texas S.O.S. file number N/A

Percentage interest 100.0000

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: National Registered Agents, Inc.

Office 1614 Sidney Baker Street

Kerrville TX 78028

o Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of m knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

sign here Officer, director or other authorized person /s/ T. Mark Buford

Title Vice Pres. and Controller Date 11/12/04 Daytime phone (Area code and number) 615/373-9600

STATEMENT 2 04329160970

Granbury Hospital Corporation

Texas Franchise Tax Public Information Report

Section A — Officers and Directors

NAME TITLE DIRECTOR MAILING ADDRESS

Portacci, Michael T. President and CEO Yes 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Cash, W. Larry Exec. V.P. and CFO Yes 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Seifert, Rachel A. S.V.P. and Secretary Yes 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Schweinhart, Martin G. S.V.P., Operations No 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Hawkins, Kenneth D. S.V.P., Acquisitions and Development No 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Doucette, James W. V.P., Finance and Treasurer No 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Buford, T. Mark V.P. and Controller No 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Horrar, Robert A. V.P., Administration No 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Parsons, Linda K. V.P., Human Resources No 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Lipp, Carolyn S. S.V.P., Quality and Resource Management No 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Horrar, Robert O. Asst. V.P., Business Development and Managed Care No 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Carlton, Larry Asst. V.P., Revenue Management No 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Connelly, Sherry A. Asst. Secretary No 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

BYLAWS OF
GRANBURY HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Dallas, State of Texas.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Texas, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Texas, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Texas or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled

by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Texas.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Texas Business Corporation Act (the "Texas Code"), other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Texas, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Texas Code, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was

authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Texas Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Texas Code. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Texas Code, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Code.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 18th day of December, 1996.

ARTICLES OF INCORPORATION
OF
JOURDANTON HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Jourdanton Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received.

ARTICLE SIX

The address of the its registered office is 800 Brazos Street, Austin, Texas, 78701; and the name of its initial registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company

ARTICLE SEVEN

The number of directors of the Corporation may be fixed by the Bylaws.

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

Michael T. Portacci
155 Franklin Road, Suite 400
Brentwood, TN 37027

W. Larry Cash
155 Franklin Road, Suite 400
Brentwood, TN 37027

Rachel A. Seifert
155 Franklin Road, Suite 400
Brentwood, TN 37027

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE EIGHT

The name and mailing address of the incorporator is:

Virginia D. Lancaster
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE NINE

To the fullest extent permitted by Texas law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 2.41 of the Texas Business Corporation Act or (iv) for any transaction from which the director derived any improper personal benefit. If the Texas Business Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Texas Business Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A, Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or

officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Texas Business Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Texas Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Texas Business Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Texas Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an

advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Business Corporation Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Texas Business Corporation Act. with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation,

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of August, 2001.

/s/ Virginia D. Lancaster

Virginia D. Lancaster, Incorporator

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

ASSUMED NAME CERTIFICATE

FOR FILING WITH THE SECRETARY OF STATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is

Jourdanton Hospital Corporation

2. The assumed name under which the business or professional service is or is to be conducted or rendered is

South Texas Regional Medical Center Hone Health Agency

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is Texas and the address of its registered or similar office in that jurisdiction is 800 Brazos, Austin, TX 78701

4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years

5. The entity is a (check one):

A.

- Business Corporation Non-Profit Corporation
- Professional Corporation Professional Association
- Limited Liability Company Limited Partnership
- Registered Limited Liability Partnership

B. If the entity is some other type business, professional or other association that is incorporated, please specify below (e.g., bank, savings and loan association, etc.)

6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 800 Brazos, Austin, TX 78701 and the name of its registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Services Company

The address of the principal office (if not the same as the registered office) is 155 Franklin Road, Suite 400, Brentwood, TN 37027

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A
and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A
and the office address elsewhere is N/A

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT") Atascosa Medina and Bexar

9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document.

By /s/Virginia D. Lancaster

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity Virginia D. Lancaster, Assistant Secy.

NOTE

This form is designed to meet statutory requirements for filing with the secretary of state and is not designed to meet filing requirements on the county level. Filing requirements for assumed name documents to be filed with the county clerk differ. Assumed name documents filed with the county clerk are to be executed and acknowledged by the filing party, which requires that the document be notarized.

ASSUMED NAME CERTIFICATE

FOR FILING WITH THE SECRETARY OF STATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in Its articles of Incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is

Jourdanton Hospital Corporation

2. The assumed name under which the business or professional service is or Is to be conducted or rendered is

South Texas Regional Medical Center Specialty Hospital

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is Texas and the address of its registered or similar office in that jurisdiction is 800 Brazos, Austin, TX 78701

4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years

5. The entity Is a (check one):

A.

Business Corporation o Non-Profit Corporation

Professional Corporation o Professional Association

Limited Liability Company o Limited Partnership

Registered Limited Liability Partnership

B. If the entity is some other type business, professional or other association that is incorporated, please specify below (e.g., bank, savings and loan association, etc.)

6. If the entity is required to maintain a registered office In Texas, the address of the registered office is 800 Brazos, Austin, TX 78701 and the name of its registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Services Company

The address of the principal office (if not the same as the registered office) is 155 Franklin Road, Suite 400, Brentwood, TN 37027

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and if the entity is not incorporated, organized or associated under the

laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is N/A

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT") Atascosa

9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document.

By /s/Virginia D. Lancaster

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity Virginia D. Lancaster, Assistant Secy.

NOTE

This form is designed to meet statutory requirements for filing with the secretary of state and is not designed to meet filing requirements on the county level. Filing requirements for assumed name documents to be filed with the county clerk differ. Assumed name documents filed with the county clerk are to be executed and acknowledged by the filing party, which requires that the document be notarized.

ASSUMED NAME CERTIFICATE

FOR FILING WITH THE SECRETARY OF STATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is

Jourdanton Hospital Corporation

2. The assumed name under which the business or professional service is or is to be conducted or rendered is

Three Rivers Family Health Clinic

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is Texas and the address of its registered or similar office in that jurisdiction is 800 Brazos, Austin, TX 78701

4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years

5. The entity is a (check one):

A.

Business Corporation Non-Profit Corporation

Professional Corporation Professional Association

Limited Liability Company Limited Partnership

Registered Limited Liability Partnership

B. If the entity is some other type business, professional or other association that is incorporated, please specify below (e.g., bank, savings and loan association, etc.)

6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 800 Brazos, Austin, TX 78701 and the name of its registered agent at such address is Corporation Service Company d/b/a CSC-lawyers Incorporating Services Company

The address of the principal office (if not the same as the registered office) is 155 Franklin Road, Suite 400, Brentwood, TN 37027

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A and the office address elsewhere is N/A

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT") Live Oak

9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document.

By /s/Virginia D. Lancaster

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity Virginia D. Lancaster, Assistant Secy.

NOTE

This form is designed to meet statutory requirements for filing with the secretary of state and is not designed to meet filing requirements on the county level. Filing requirements for assumed name documents to be filed with the county clerk differ. Assumed name documents filed with the county clerk are to be executed and acknowledged by the filing party, which requires that the document be notarized.

ASSUMED NAME CERTIFICATE

FOR FILING WITH THE SECRETARY OF STATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is

Jourdanton Hospital Corporation

The assumed name under which the business or professional service is or is to be conducted or rendered is

Devine Family Health Clinic

3. The state, country, or other Jurisdiction under the laws of which it was incorporated, organized or associated is Texas and the address of its registered or similar office in that jurisdiction is 800 Brazos, Austin, TX 78701

4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years

5. The entity is a (check one):

A.

Business Corporation Non-Profit Corporation

Professional Corporation Professional Association

Limited Liability Company Limited Partnership

Registered Limited Liability Partnership

B. If the entity is some other type business, professional or other association that is incorporated, please specify below (e.g., bank, savings and loan association, etc.)

6. If the entity is required to maintain a registered office in Texas, the address of the

registered office is 800 Brazos, Austin, TX 78701 and the name of its registered agent

at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Services Company

The address of the principal office (if not the same as the registered office) is 155 Franklin Road, Suite 400, Brentwood, TN 37027

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A

and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A

and the office address elsewhere is N/A

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT")

Medina

9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document.

By: /s/Virginia D. Lancaster

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity Virginia D. Lancaster, Assistant Secy.

NOTE

This form is designed to meet statutory requirements for filing with the secretary of state and is not designed to meet filing requirements on the county level. Filing requirements for assumed name documents to be filed with the county clerk differ. Assumed name documents filed with the county clerk are to be executed and acknowledged by the filing party, which requires that the document be notarized.

ASSUMED NAME CERTIFICATE

FOR FILING WITH THE SECRETARY OF STATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is

Jourdanton Hospital Corporation

2. The assumed name under which the business or professional service is or is to be conducted or rendered is

South Texas Regional Medical Center

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is Texas and the address of its registered or similar office in that jurisdiction is 800 Brazos, Austin, TX 78701

4. The period, not to exceed 10 years, during which the assumed name will be used is 10 years

5. The entity is a (check one):

A.

Business Corporation Non-Profit Corporation

Professional Corporation Professional Association

Limited Liability Company Limited Partnership

Registered Limited Liability Partnership

B. If the entity is some other type business, professional or other association that is incorporated, please specify below (e.g., bank, savings and loan association, etc.)

6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 800 Brazos, Austin, TX 78701 and the name of its registered agent at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Services Company

The address of the principal office (if not the same as the registered office) is 155 Franklin Road, Suite 400, Brentwood, TN 37027

7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A

and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is N/A

and the office address elsewhere is. N/A

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT")

Atascosa and Wilson

9. The undersigned, If acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document.

By: /s/Virginia D. Lancaster

Sign re of officer, general partner, manager, representative or attorney-in-fact of the entity Virginia D. Lancaster, Assistant Secy,

NOTE

This form is designed to meet statutory requirements for filing with the secretary of state and is not designed to meet filing requirements on the county level. Filing requirements for assumed name documents to be filed with the county clerk differ. Assumed name documents filed with the county clerk are to be executed and acknowledged by the filing party, which requires that the document be notarized.

a. T Code 13196 Franchise 16196 Bank Do not write in the space above

TEXAS FRANCHISE TAX

PUBLIC INFORMATION REPORT

MUST be filed with your Corporation Franchise Tax Report

c. Taxpayer identification number 17430118400

d. Report year 2002

e. PIR/IND 1, 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

g. Item k on Franchise Tax Report form, Page 1

Corporation name and address

Jourdanton Hospital Corporation

155 Franklin Road, Suite 400

Brentwood TN 37027

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

“SECTION A” MUST BE COMPLETE AND ACCURATE.

If preprinted information is not correct, please type or print the correct information.

Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation’s principal office

Principal place of business

SECTION A Name, title and mailing address of each officer and director. Use additional sheets, if necessary.

NAME: TITLE DIRECTOR Social Security No. (Optional)

SEE STMT 1 YES

MAILING ADDRESS Expiration date (mm-dd-yyyy)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more, Enter the information requested for each corporation. Use additional sheets if necessary.

Name of owned (subsidiary) corporation State of incorporation Texas S.O.S. file number Percentage Interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

Name of owning (parent) corporation

CHS Holdings Corp.

State of incorporation

NY

Texas S.O.S. file number

Percentage interest

100.0000

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: CSC Lawyers Incorporating

Office Service 800 Brazos Street, Austin, TX 78701

Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

Sign here Officer, director or other authorized person /s/T. Mark Buford

T. Mark Buford

Title Vice Pres. and Controller

Date 11/7/02

Daytime phone 615/373-9600

Jourdanton Hospital Corporation

Texas Franchise Tax Public Information Report

Section A — Officers and Directors

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Portacci, Michael	President	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry Exec.	V.P. and	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027 CFO
Seifert, Rachel A.	V.P. and Secretary	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin G.	V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hardison, Robert E.	V.P., Acquisitions	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027 and Development
Doucette, James W.	V.P., Finance and		155 Franklin Road, Suite 400, Brentwood, Tennessee 37027 Treasurer
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P., Human Resources	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	V.P., Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027 Business
Carlton, Larry	Asst. V.P., Revenue	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Conenelly, Sherry S.	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 408)

Filed in the Office of the
Secretary of State of Texas
Filing #: 800001865 07/31/2003
Document #: 39217480344
Image Generated Electronically
for Web Filing

STATEMENT OF CHANGE OF
ADDRESS OF REGISTERED AGENT

1. The name of the entity represented is Jourdanton Hospital Corporation

The entity's filing number is 800001865

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

800 Brazos, Austin, Texas 78701

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

701 Brazos Street, Suite 1050, Austin, Texas 78701

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 07/31/03

Corporation Service Company

d/b/a CSC-Lawyers Incorporating ServiceCompany

Name of Registered Agent

John H. Pelletier, Asst. VP

Signature of Registered Agent

FILING OFFICE COPY

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

FILED in the Office of the Secretary of State of Texas

NOV 06 2003
Corporations Section

CHANGE OF REGISTERED AGENT/REGISTERED OFFICE

1. The name of the entity is JOURDANTON HOSPITAL CORPORATION and the file number issued to the entity by the secretary of state is 800001865

2. The entity is: (Check one.)

a business corporation, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, as provided by the Texas Business Corporation Act.

a non-profit corporation, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, or through its members in whom management of the corporation is vested pursuant to article 2.14C, as provided by the Texas Non-Profit Corporation Act.

a limited liability company, which has authorized the changes indicated below through its members or managers, as provided by the Texas Limited Liability Company Act.

a limited partnership, which has authorized the changes indicated below through its partners, as provided by the Texas Revised Limited Partnership Act.

an out-of-state financial institution, which has authorized the changes indicated below in the manner provided under the laws governing its formation.

3. The registered office address as PRESENTLY shown in the records of the Texas secretary of state is 701 Brazos Street, Suite 1050, Austin, TX 78701

4. A. The address of the NEW registered office is: (Please provide street address, city, state and zip code. The address must be in Texas.)

1614 Sidney Baker Street, Kerrville, TX 78028

OR B. The registered office address will not change.

5. The name of the registered agent as PRESENTLY shown in the records of the Texas secretary of state is Corporation Service Company

6. A. The name of the NEW registered agent is National Registered Agents, Inc.

OR B. The registered agent will not change.

7. Following the changes shown above, the address of the registered office and the address of the office of the registered agent will continue to be identical, as required by law.

By /s/Kimberly J. Wright

(A person authorized to sign on behalf of the entity)

INSTRUCTIONS

1. It is recommended that you call (512) 463-5555 to verify the information in items 3 and 5 as it currently appears on the records of the secretary of state before submitting the statement for filing. You also may e-mail an inquiry to corpinfo@sos.state.tx.us. As information on out-of-state financial institutions is maintained on a separate database, a financial institution must call (512) 463-5701 to verify registered agent and registered office information. If the information on the form is inconsistent with the records of this office, the statement will be returned.

2. You are required by law to provide a street address in item 4 unless the registered office is located in a city with a population of 5,000 or less. The purpose of this requirement is to provide the public with notice of a physical location at which process may be served on the registered agent. A statement submitted with a post office box address or a lock box address will not be filed.

3. An authorized officer of the corporation or financial institution must sign the statement. In the case of a limited liability company, an authorized member or manager of a limited liability company must sign the statement. A general partner must sign the statement on behalf of a limited partnership. A person commits an offense under the Texas Business Corporation Act, the Texas Non-Profit Corporation Act or the Texas Limited Liability Company Act if the person signs a document the person knows is false in any material respect with the intent that the document be delivered to the secretary of state for filing. The offense is a Class A misdemeanor.

4. Please attach the appropriate fee:

Business Corporation	\$15.00
Financial Institution, other than Credit Unions	\$15.00
Financial Institution that is a Credit Union	\$ 5.00
Non-Profit Corporation	\$ 5.00
Limited Liability Company	\$10.00
Limited Partnership	\$50.00

Personal checks and MasterCard®, Visa®, and Discover® are accepted in payment of the filing fee. Checks or money orders must be payable through a U.S. bank or other financial institution and made payable to the secretary of state. Fees paid by credit card are subject to a statutorily authorized processing cost of 2.1% of the total fees.

5. Two copies of the form along with the filing fee should be mailed to the address shown in the heading of this form. The delivery address is: Secretary of State, Statutory Filings Division, Corporations Section, James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. We will place one document on record and return a file stamped copy, if a duplicate copy is provided for such purpose. The telephone number is (512) 463-5555, TDD: (800) 735-2989, FAX: (512) 463-5709.

a. T Code 13196 Franchise 16196 Bank Do not write in the space above

TEXAS FRANCHISE TAX

PUBLIC INFORMATION REPORT

MUST be filed with your Corporation Franchise Tax Report

c. Taxpayer identification number 1-74-3011840-0

d. Report year 03

e. PIR/IND 1 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

g. Item k on Franchise Tax Report form, Page 1

Corporation name and address

Jourdanton Hospital Corporation

155 Franklin Road, Suite 400

Brentwood TN 37027

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

“SECTION A” MUST BE COMPLETE AND ACCURATE.

If preprinted information is not correct, please type or print the correct information.

Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation’s principal office

Principal place of business

SECTION A Name, title and mailing address of each officer and director. Use additional sheets, if necessary.

NAME: TITLE DIRECTOR Social Security No. (Optional)

See Stmt 3 YES

MAILING ADDRESS Expiration date (mm-dd-yyyy)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more, Enter the information requested for each corporation. Use additional sheets if necessary.

Name of owned (subsidiary) corporation State of incorporation Texas S.O.S. file number Percentage Interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

Name of owning (parent) corporation

CHS Holdings Corp.

State of incorporation

NY

Texas S.O.S. file number

Percentage interest

100.0000

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: CSC Lawyers Incorporating

Office Service 800 Brazos Street, Austin, TX 78701

Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

Sign here Officer, director or other authorized person /s/T. Mark Buford

T. Mark Buford

Title Vice Pres. and Controller

Date

Daytime phone 615/373-9600

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Jourdanton Hospital Corporation

Texas Franchise Tax Public Information Report

Section A — Officers and Directors

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Michael T. Portacci	President	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry Exec.	V.P. and CFO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P./Secretary/General Counsel		155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin G.	S.V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hardison, Robert E.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
James W. Doucette	V.P., Finance and Treasurer	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P., Human Resources	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	S.V.P., Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Carlton, Larry	Asst. V.P., Revenue Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Sherry A. Connelly	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

a. T Code 13196 Franchise 16196 Bank Do not write in the space above

TEXAS FRANCHISE TAX

PUBLIC INFORMATION REPORT

MUST be filed with your Corporation Franchise Tax Report

c. Taxpayer identification number 1-74-3011840-0

d. Report year 04

e. PIR/IND 1 2, 3, 4

Secretary of State file number or, if none, Comptroller unchartered number

g. Item k on Franchise Tax Report form, Page 1

Corporation name and address

Jourdanton Hospital Corporation

155 Franklin Road, Suite 400

Brentwood TN 37027

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

If preprinted information is not correct, please type or print the correct information.

Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation's principal office 155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business 1905 Highway 97 E., Jourdanton, TX 78026

SECTION A Name, title and mailing address of each officer and director. Use additional sheets, if necessary.

NAME: TITLE DIRECTOR Social Security No. (Optional)

See Stmt 3 YES

MAILING ADDRESS Expiration date (mm-dd-yyyy)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more, Enter the information requested for each corporation. Use additional sheets if necessary.

Name of owned (subsidiary) corporation State of incorporation Texas S.O.S. file number Percentage Interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10%) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

Name of owning (parent) corporation

CHS Holdings Corp.

State of incorporation

NY

Texas S.O.S. file number

N/A

Percentage interest

100.0000

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: National Registered Agents, Inc.

Office Service 1614 Sidney Baker Street

Kerrville, TX 78028

Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief and that a copy of this report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or a related corporation.

Sign here Officer, director or other authorized person /s/T. Mark Buford

T. Mark Buford

Title Vice Pres. and Controller

Date 11-12-04

Daytime phone 615/373-9600

Copyright (c) 2001-2002 Deloitte & Touche Tax Technologies LLC TX102P01

Jourdanton Hospital Corporation

Texas Franchise Tax Public Information Report

Section A — Officers and Directors

NAME	TITLE	DIRECTOR	MAILING ADDRESS
Portacci, Michael	President	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. and Secretary	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin G.	S.V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hawkins, Kenneth D.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P., Human Resources	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	S.V.P., Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Canton, Lany	Asst. V.P., Revenue Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027 Management
Connelly, Sherry	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

BYLAWS OF
JOURDANTON HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Austin, County of Travis, Texas.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Texas as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Texas, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Texas or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Texas.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the

corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Texas Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the

president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Texas, at such place or

places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Texas Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be

paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Texas Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Texas Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Texas Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 14th day of August, 2001.

FILED
In the Office of the
Secretary of State of Texas
July 28, 1986
Clerk I-B
Corporations Section

ARTICLES OF INCORPORATION

OF

NHCI OF HILLSBORO, INC.

The undersigned natural person of the age of eighteen years or more, acting as incorporator of the incorporation under the Texas Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is NHCI OF HILLSBORO, INC.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose or purposes for which the corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have authority to issue is 1,000 shares of \$ 1.00 par value common stock.

ARTICLE FIVE

The corporation will not commence business until it has received for issuance of its shares consideration of the value of One Thousand Dollars (\$1,000.00), consisting of money, labor done or property actually received, which sum is not less than One Thousand Dollars (\$1,000.00).

ARTICLE SIX

The street address of its initial registered office is 811 Dallas Avenue, Houston, Texas 77002, and the name of its initial registered agent at such address is C T CORPORATION SYSTEM.

ARTICLE SEVEN

The number of directors of the corporation may be fixed by the by-laws. The director constituting the initial board of directors who is to serve as director until successor or successors are elected and qualified is

Stephen L. Phelps 444 North Oates Street
Dothan, AL 36303

ARTICLE EIGHT

The name and address of the incorporator is:

Cheryl M. Roberts 1212 Guadalupe, Suite 102
Austin, TX 78701

IN WITNESS WHEREOF, I have hereunto set my hand, this 28th day of July, 1986.

Sworn to 7/28/86

/s/ Cheryl M. Roberts
CHERYL M. ROBERTS

/s/ Delanie M. Lundgren
Delanie M. Lundgren
Notary Public for the State of Texas
My Commission Expires 9-24-89

FILED
In the Office of the
Secretary of State of Texas
Dec 19 1986
Clerk III-M
Corporations Secretary

ASSUMED NAME CERTIFICATE
FOR AN INCORPORATED BUSINESS OR PROFESSION

1. The assumed name under which the business or professional service is or is to be conducted or rendered is Hill Regional Hospital.
2. The name of the incorporated business or profession as stated in its Articles of Incorporation or comparable document is NHCI of Hillsboro, Inc., and the charter number or certificate of authority number, if any, is 1005527.
3. The state, country, or other jurisdiction under the laws of which it was incorporated is Texas, and the address of its registered or similar office in that jurisdiction is 811 Dallas Ave., Houston, Texas 77002.
4. The period, not to exceed ten years, during which the assumed name will be used is ten years.
5. The corporation is a (circle one) business corporation non-profit corporation, professional corporation, professional association or other type of corporation (specify _____), or other type of incorporated business, professional or other association or legal entity (specify _____)
6. If the corporation is required to maintain a registered office in Texas, the address of the registered office is 811 Dallas Ave., Houston, Texas 77002 and the name of its registered agent at such address is CT corporation system. The address of the principal office (if not the same as the registered office) is 101 Circle Drive, Hillsboro, Texas 76645
7. If the corporation is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A; and if the corporation is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is 101 Circle Drive, Hillsboro, Texas 76145 and the office address elsewhere is 811 Dallas Ave., Houston, Texas 77002
8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "all" or "all except _____"):

all
/s/ John S. Schwartz, Assistant Sec'y
Signature of officer, representative or attorney-in-face of the corporation

Before me on this 9th day of December, 1986, personally appeared John S. Schwartz and acknowledged to me that _he executed the foregoing certificate for the purposes therein expressed.

(Notary seal)

/s/ Rita L. Fike

Notary Public Houston County

State of Alabama

My Commission Expires: 7/19/89

NOTE: A certificate executed and acknowledged by an attorney-in-fact shall include a statement that the attorney-in-fact has been duly authorized in writing by his principal to execute and acknowledge the same.

FILED
In the Office of the
Secretary of State of Texas
NOV 01 1994
Corporations Section

STATE OF TEXAS

STATEMENT OF CHANGE OF REGISTERED
OFFICE OR REGISTERED AGENT, OR BOTH BY

A DOMESTIC PROFIT CORPORATION

1. The name of the corporation is:

NHCI OF HILLSBORO, INC.

2. The address, including street and number, of its present registered office as shown in the records of the Secretary of State of Texas before filing this statement is:

811 Dallas Avenue, Houston, TX 77002

3. The address, including street and number, to which its registered office is to be changed is:

100 Congress Avenue, Suite 1100, Austin TX 78701

4. The name of its present registered agent, as shown in the records of the Secretary of State of the State of Texas, before filing this statement is:

CT Corporation System

5. The name of its new registered agent is:

Corporation Service Company
d/b/a CSC-Lawyers Incorporating Service

6. The address of its registered office and the address of the office of its registered agent, as changed, will be identical.

7. Such change was authorized by: (Check one)

A. The Board of Directors

B. An officer of the corporation so authorized by the Board of Directors.

Dated October 25, 1994.

/s/ Sara Martin-Michels
An Authorized Officer

FILED
In the Office of the
Secretary of State of Texas
MAY 18 1996
Corporations Section

STATEMENT OF CHANGE OF REGISTERED OFFICE
BY
REGISTERED AGENT

To the Secretary of State
State of Texas

Pursuant to the provisions of Article 2.10.1 of the Texas Business Corporation Act, the undersigned registered agent, for the corporation named below submits the following statement for the purpose of changing the registered office address for such corporation in the State of Texas:

Charter No. 0100552700

1 The name of the corporation (hereinafter called the "Corporation") represented by the said registered agent is:

NHCI OF HILLSBORO, INC.

2. The address at which the said registered agent has maintained the registered office for the corporation is

100 Congress Avenue
Suite 1100
Austin, Texas 78701

3. The new address at which the said registered agent will hereafter maintain the registered office for the corporation is

400 N. St. Paul
Dallas, Texas 75201

4. Notice of this change of address has been given in writing to the above corporation at least 10 days prior to the date of filing of this Statement.

Dated: May 15, 1996

Corporation Service Company
d/b/a CSC-Lawyers Incorporating Service Company

/s/ John H. Pelletier
John H. Pelletier, Assistant Vice President

FILED
In the Office of the
Secretary of State of Texas
FEB 18 1997
Corporations Section

ASSUMED NAME CERTIFICATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application or comparable document is NHCI of Hillsboro.
2. The assumed name under which the business or professional service is to be conducted or rendered is Hill Regional Hospital.
3. The state, country, or other Jurisdiction under the laws of which it was incorporated, organized or associated is Texas, and the address of its registered or similar office in that jurisdiction is 400 North St. Paul, Dallas TX 75201.
4. The period, not to exceed 10 years, during which the assumed name will be used is 10yrs.
5. The entity is a (circle one): business corporation non-profit corporation, professional corporation, professional association, limited liability company, limited partnership, registered limited liability partnership or some other type of incorporated business, professional or other association (specify) _____.
6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 400 North St Paul, Dallas, TX 75201 and the name of its registered agent at such address is Corporation Service Company. The address of the principal office (if not the same as the registered office) is 101 Circle Drive, Hillsboro, TX 76645.
7. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is _____ and the office address elsewhere is _____.
8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL" or "ALL EXCEPT"): all

(Certificate must be executed and notarised on the back of this form.)

/s/ Sara Martin-Michels

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

Before me on this 17th day of February, 1997 personally appeared Sara Martin Michels and acknowledged to me that she executed the foregoing certificate for the purposes therein expressed.

(Notary Seal)

/s/ Angela L. Bruce

Notary Public, State of Tennessee

INSTRUCTIONS FOR FILING ASSUMED NAME CERTIFICATE

1. A corporation, limited liability company, limited partnership or registered limited liability partnership, which regularly conducts business or renders a professional service in this state under a name other than the name contained in its articles of Incorporation, articles of organization, certificate of limited partnership or application, must file an assumed name certificate with the secretary of state and with the appropriate county clerk in accordance with section 36.11 of the Texas Business and Commerce Code.
2. The information provided in paragraph 6 as regards the registered agent and registered office address in Texas must match the information on file in this office. To verify the information on file with this office, you may contact our corporate information unit at (612) 463-5555. Forms to change the registered agent/office are available from this office should you require to update this information.
3. A certificate executed and acknowledged by an attorney-in-fact shall include a statement that the attorney-in-fact has been duly authorized in writing by his principal to execute and acknowledge the same.
4. For purposes of filing with the secretary of state, the assumed name registrant should submit an originally executed assumed name certificate accompanied by the filing fee of \$25 to the Secretary of State, Statutory Filings Division, Corporation Section, P.O. Box 13697, Austin, Texas 78711-3697. The phone number is (512) 463-5582, TDD: (800) 735-2389, FAX: (512) 463-5709.
5. All assumed name certificates to be filed with the county clerk must be forwarded directly to the appropriate county clerk by the assumed name registrant.
6. Whenever an event occurs that abuses the information on the assumed name certificate to become material, misleading (eg. change of registered agent/office or a change of name), a new certificate must be filed within 64 days after the occurrence of the events which necessitate the filing.

7. A registrant that ceases to transact business or render professional services under an assumed name for which a certificate has been filed may file an abandonment of use pursuant to the Texas Business and Commerce Code, §36.14. Forms for this purposes are available from this office.

(Notary Seal)

FILED
In the Office of the
Secretary of State of Texas
FEB 18 1997
Corporations Section

ASSUMED NAME CERTIFICATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited partnership as stated in its articles of incorporation, articles of organisation, certificate of limited partnership, application or comparable document is NHCI of Hillsboro, Inc.
2. The assumed name under which the business or professional service is or is to be conducted or rendered is Hill Regional Medical Clinic of Whitney.
3. The state, country, or ether jurisdiction under the laws of which k was incorporated, organised or associated is Texas, and the address of its registered or similar office in that jurisdiction is 400 North St. Paul, Dallas TX 75201.
4. The period, not to exceed lb years, during which the assumed lame will be used is 10 yrs.
5. The entity is a (circle one) business corporation non-profit corporation, professional corporation, professional association, limited liability company, limited partnership, registered liability partnership or some other type of incorporated business, professional or other association (specify) .
6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 400 North St. Paul, Dallas, TX 75201 and the name of its registered agent at such address is Corporation Service Company. The address of the principal office (If not the same as the registered office) is 101 Circle Drive, Hillsboro, TX 76645.
7. If the entity is not required to or done sot maintain a registered office is Texas, the office address in Texas is N/A and if the entity is not incorporated, organised or associated under the laws of Texas, the address of its place of business in Texas is and the office address elsewhere is .
8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the delegation "ALL or "ALL EXCEPT"): All

(Certificate must be executed and notarised on the back of this form.)

/s/ Sara Martin-Michels

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

Before me on this 17th day of February, 1997 personally appeared Sara Martin Michels and acknowledged to me that she executed the foregoing certificate for the purposes therein expressed.

(Notary Seal)

/s/ Angela L. Bruce

Notary Public, State of Tennessee

INSTRUCTIONS FOR FILING ASSUMED NAME CERTIFICATE

1. A corporation, limited liability company, limited partnership or registered limited liability partnership, which regularly conducts business or renders a professional service in this state under a name other than the name contained in its articles of Incorporation, articles of organization, certificate of limited partnership or application, must file an assumed name certificate with the secretary of state and with the appropriate county clerk in accordance with section 36.11 of the Texas Business and Commerce Code.
2. The information provided in paragraph 6 as regards the registered agent and registered office address in Texas must match the information on file in this office. To verify the information on file with this office, you may contact our corporate information unit at (612) 463-5555. Forms to change the registered agent/office are available from this office should you require to update this information.
3. A certificate executed and acknowledged by an attorney-in-fact shall include a statement that the attorney-in-fact has been duly authorized in writing by his principal to execute and acknowledge the same.
4. For purposes of filing with the secretary of state, the assumed name registrant should submit an originally executed assumed name certificate accompanied by the filing fee of \$25 to the Secretary of State, Statutory Filings Division, Corporation Section, P.O. Box 13697, Austin, Texas 78711-3697. The phone number is (512) 463-5582, TDD: (800) 735-2389, FAX: (512) 463-5709.
5. All assumed name certificates to be filed with the county clerk must be forwarded directly to the appropriate county clerk by the assumed name registrant.
6. Whenever an event occurs that abuses the information on the assumed name certificate to become material, misleading (e.g. change of registered agent/office or a change of name), a new certificate must be filed within 64 days after the occurrence of the events which necessitate the filing.
7. A registrant that ceases to transact business or render professional services under a name for which a certificate has been filed may file an abandonment of use pursuant to the Texas Business and Commerce Code, §36.14. Forms for this purpose are available from this office.

FILED
In the Office of the
Secretary of State of Texas
FEB 18 1997
Corporations Section

ASSUMED NAME CERTIFICATE

1. The name of the corporation, limited liability company, limited partnership, or registered limited partnership as stated in its articles of incorporation, articles of organisation, certificate of limited partnership, application or comparable document is NHCI of Hillsboro, Inc.
2. The assumed name under which the business or professional service is or is to be conducted or rendered is Hill Regional Medical Clinic of Itasca.
3. The state, country, or ether jurisdiction under the laws of which k was incorporated, organised or associated is Texas, and the address of its registered or similar office in that jurisdiction is 400 North St. Paul, Dallas TX 75201.
4. The period, not to exceed lb years, during which the assumed lame will be used is 10 yrs.
5. The entity is a (circle one) business corporation non-profit corporation, professional corporation, professional association, limited liability company, limited partnership, registered liability partnership or some other type of incorporated business, professional or other association (specify) .
6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 400 North St. Paul, Dallas, TX 75201 and the name of its registered agent at such address is Corporation Service Company. The address of the principal office (If not the same as the registered office) is 101 Circle Drive, Hillsboro, TX 76645.
7. If the entity is not required to or does not maintain a registered office is Texas, the office address in Texas is NA and if the entity is not incorporated, organised or associated under the laws of Texas, the address of its place of business in Texas is and the office address elsewhere is .
8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the delegation "ALL or "ALL EXCEPT"): All

(Certificate must be executed end notarised on the back of this form.)

/s/ Sara Martin-Michels

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

Before me on this 17th day of February, 1997 personally appeared Sara Martin Michels and acknowledged to me that she executed the foregoing certificate for the purposes therein expressed.

(Notary Seal)

/s/ Angela L. Bruce

Notary Public, State of Tennessee

INSTRUCTIONS FOR FILING ASSUMED NAME CERTIFICATE

1. A corporation, limited liability company, limited partnership or registered limited liability partnership, which regularly conducts business or renders a professional service in this state under a name other than the name contained in its articles of Incorporation, articles of organization, certificate of limited partnership or application, must file an assumed name certificate with the secretary of state and with the appropriate county clerk in accordance with section 36.11 of the Texas Business and Commerce Code.
2. The information provided in paragraph 6 as regards the registered agent and registered office address in Texas must match the information on file in this office. To verify the information on file with this office, you may contact our corporate information unit at (612) 463-5555. Forms to change the registered agent/office are available from this office should you require to update this information.
3. A certificate executed and acknowledged by an attorney-in-fact shall include a statement that the attorney-in-fact has been duly authorized in writing by his principal to execute and acknowledge the same.
4. For purposes of filing with the secretary of state, the assumed name registrant should submit an originally executed assumed name certificate accompanied by the filing fee of \$25 to the Secretary of State, Statutory Filings Division, Corporation Section, P.O. Box 13697, Austin, Texas 78711-3697. The phone number is (512) 463-5582, TDD: (800) 735-2389, FAX: (512) 463-5709.
5. All assumed name certificates to be filed with the county clerk must be forwarded directly to the appropriate county clerk by the assumed name registrant.
6. Whenever an event occurs that abuses the information on the assumed name certificate to become material, misleading (eg. change of registered agent/office or a change of name), a new certificate must be filed within 64 days after the occurrence of the events which necessitate the filing.
7. A registrant that ceases to transact business or render professional services under a name for which a certificate has been filed may file an abandonment of use pursuant to the Texas Business and Commerce Code, §36.14. Forms for this purpose are available from this office.

REQUEST FOR MAINTENANCE ON ASSUMED NAME RECORDS

ASSUMED NAME Hill Regional Medical Clinic of Whitney

CHARTER NUMBER AND TYPE 1005527-0

CORPORATION NAME NHCI of Hillsboro, Inc.

INSTRUCTIONS:

ATTACH COPIES OF DOCUMENTS FOR ANY ENTRY NEEDED

ASSUMED NAME ENTERED TO WRONG CORPORATION, DELETE, AND ADD TO FILE # .

ASSUMED NAME FILED IN ERROR, DELETE

CHANGE ASSUMED NAME TO: Hill Regional Medical Clinic of Whitney

CHANGE DATE OF FILING

CHANGE DURATION TO

CHANGE COUNTIES TO

CHANGE ENTITY NAME TO

CHANGE OFFICE ADDRESS TO

CHANGE DATE OF ABANDONMENT

ABANDONMENT ENTERED TO WRONG FILE, DELETE AND ADD TO
FILE # , DATED .

ABANDONMENT FILED IN ERROR, CHANGE ASSUMED NAME TO ACTIVE STATUS.

EXPLAIN REASON FOR MAINTENANCE:

Typo on Regional

PERSON REQUESTING MAINTENANCE

/s/ DHH DATE COMPLETED 2-19-97

FILED
In the Office of the
Secretary of State of Texas
July 14 1997
Corporations Section

STATEMENT OF CHANGE OF REGISTERED OFFICE
BY
REGISTERED AGENT

To the Secretary of State
State of Texas

Pursuant to the provisions of Article 2.10.1 of the Texas Business Corporation Act, the undersigned registered agent, for the corporation named below submits the following statement for the purpose of changing the registered office address for such corporation in the State of Texas:

Charter No. See attached list

1. The name of the corporation (hereinafter called the "Corporation") represented by the said registered agent is:

See attached list

2. The address at which the said registered agent has maintained the registered office for the corporation is

400 N. St. Paul
Dallas, Texas 75201

3. The new address at which the said registered agent will hereafter maintain the registered office for the corporation is

800 Brazos
Austin, Texas 78701

4. Notice of this change of address has been given in writing to the above corporation at least 10 days prior to the date of filing of this Statement.

Dated: July 11, 1997

Corporation Service Company
d/b/a CSC-Lawyers Incorporating Service Company

John H. Pelletier, Assistant Vice President

STATE OF TEXAS
OFFICE OF THE SECRETARY OF STATE
PREN7ICE HALL REGISTERED AGENT EXTRACT

DATE: 07/28/97
COR81AMD

<u>FILE TYPE</u>	<u>FILE NO.</u>	<u>STATUS</u>	<u>CORPORATION NAME & AGENT</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>
00	01005527	A	NHCI OF HILLSBORO, INC. CSC-LAWYERS INCORPORATING SERVICE	400 N. ST. PAUL	DALLAS	75201
00	01006275	A	THE FORGOTTEN WOMAN OF DALLAS, INC. UNITED STATES CORPORATION COMPANY	400 N. ST. PAUL STREET	DALLAS	75201
00	01006890	A	TISHMAN CONSTRUCTION CORPORATION OF DALLAS CORPORATION SERVICE COMPANY, DBA C+	400 N. ST. PAUL	DALLAS	75201
00	01004044	A	HCA PHYSICIAN SERVICES OF NORTH TEXAS, INC. PRENTICE HALL CORPORATION SYSTEM	400 N. ST. PAUL STREET	DALLAS	75201
00	01009045	A	PHYSICIANS MRI SERVICES, INC. PRENTICE HALL CORPORATION SYSTEM	400 N. ST. PAUL STREET	DALLAS	75201
00	01009280	A	PROJECTION VIDEO SERVICES, INC. US CORPORATION COMPANY	400 N. ST. PAUL STREET	DALLAS	75201
00	D1012069	A	THE FORGOTTEN WOMAN OF HOUSTON, INC. UNITED STATES CORPORATION SYSTEM	400 N. ST. PAUL STREET	DALLAS	75201
00	01012194	A	DALLAS BEVERAGE, INC. PRENTICE HALL CORPORATION SYSTEM	400 N. ST. PAUL STREET	DALLAS	75201
00	01013443	A	SRL AMARILLO INVESTORS, INC. CORPORATION SERVICE CO D/B/A CSC — L+	400 N. ST. PAUL	DALLAS	75201
00	01014421	A	MACDERMID SYSTEMS, INC. PRENTICE HALL CORP SYSTEM	400 N. ST. PAUL	DALLAS	75201
00	01017207	A	AMADEA FILM PRODUCTIONS, INC. PRENTICE HALL CORPORATION SYSTEM	400 N. ST. PAUL STREET	DALLAS	75201
00	01017754	A	GULDEN GLORY, INC. PRENTICE HALL CORP SYSTEM	400 N. ST. PAUL STREET	DALLAS	75201
00	01019354	A	BHC ACQUISITION CORPORATION CORPORATION SERVICE COMPANY D/B/A	400 NORTH ST. PAUL	DALLAS	75201 —
00	01019560	A	PLAZA RESEARCH CORPORATION PRENTICE HALL CORP SYSTEM	400 N. ST. PAUL STREET	DALLAS	75201
00	01021676	A	LAKE CLIFF HOSPITAL, INC. CORPORATION SERVICE COMPANY D/B/A	400 NORTH ST. PAUL	DALLAS	75201
00	01022196	A	THE ANTIGONE CORPORATION PRENTICE HALL CORP	400 N. ST. PAUL STREET	DALLAS	75201



<u>FILE TYPE</u>	<u>FILE NO.</u>	<u>STATUS</u>	<u>CORPORATION NAME & AGENT</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>ZIP</u>
00	01023167	A	WANT ADS OF IRVING, INC. PRENTICE HALL CORP SYSTEM	400 N. ST. PAUL STREET	DALLAS	75201
00	01023335	A	CCA CENTRAL, INC. CORPORATION SERVICE COMPANY D/B/A	400 NORTH ST. PAUL STREET	DALLAS	75201

Office of the Secretary of State

Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

STATEMENT OF ABANDONMENT
ASSUMED NAME

FILED
in the Office of the
Secretary of State of Texas
JAN 02 1998
Corporations Section

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of organization, certificate of limited partnership, application for certificate of authority or comparable document is NHCI of Hillsboro, Inc. and the charter number, certificate of authority number, or registration number if any, is 1005527.
2. The assumed name being abandoned is Hill Regional Medical Clinic of Itasca.
3. The date on which the assumed name certificate was filed in the office of the Secretary of State is February 18, 1997; an assumed name certificate has also been filed in the county clerk's office(s) in the following county or counties: Hill County.
4. If the entity is required to maintain a registered office in Texas, the address of the registered office is 800 Brazos St., Austin, TX 78701 ,and the name of its registered agent at such address is Corporation Service Company. The address of the principal office (if not the same as the registered office) is 101 Circle Drive, Hillsboro, TX 76645.
5. If the entity is not required to or does not maintain a registered office in Texas, the office address in Texas is N/A, and if the entity is not incorporated, organized or associated under the laws of Texas, the address of its place of business in Texas is , and the office address elsewhere is .

/s/ Sara Martin-Michels

Signature of officer, general partner, manager, representative or attorney-in-fact of the entity

Before me on this 22nd day of December, 1997 personally appeared Sara Martin Michels and acknowledged to me that she executed the foregoing certificate for the purposes therein expressed.

(Notary Seal)

/s/ Jayne E. Sloan

Notary Public

INSTRUCTIONS FOR STATEMENT OF ABANDONMENT OF ASSUMED NAME

1. A corporation, limited liability company, limited partnership, or registered limited liability partnership, which regularly conducts business or renders a professional service in this state under a name other than the name contained in its articles of incorporation, certificate of limited partnership, articles of organization or application for certificate of authority must file an assumed name certificate with the secretary of state and with the appropriate county clerk in accordance with section 36.11 of the Texas Business and Commerce Code.
2. The statements should be signed and acknowledged by an officer, manager, general partner, representative or attorney-in-fact of the entity. A statement executed and acknowledged by an attorney-in-fact must include a statement that the attorney-in-fact has been duly authorized in writing by the principal to execute and acknowledge the same.
3. The information provided in paragraph 3 as regards the registered agent and registered office address in Texas must match the information on file in this office. To verify the information, you may contact our Public Information Team at (512) 463-5555.
4. Send two copies of the executed and acknowledged statement to the Secretary of State, Statutory Filings Corporations Section, P.O. Box 13697, Austin, Teems, 7871136197. The delivery address is 1019 Brazos, Austin, Texas 78701. The phone number is (512) 463-3533.
5. The statutory fee for filing the statement is \$10.00, section 36.15, Texas Business and Commerce Code. Please submit a check or money order made payable to the secretary of state. The check or money order must be payable through a U.S. bank or financial institution.
6. All statements of abandonment to be filed with the county clerk should be forwarded by the registrant directly to the county clerk.

o Code o 13196 Franchise o 16196 Bank

TEXAS FRANCHISE TAX
PUBLIC INFORMATION REPORT
MUST be filed with your Corporation Franchise Tax Report

Do not write in the space below:

c. Taxpayer identification number 1-74-2425482-3

d. Report year
02

Fri41402

e. PIR / IND 1 2,3, 4

Secretary of State file number or, if none,
Comptroller unchartered number

g 01005527507
Item k on Franchise
Tax Report form, Page 1

Corporation name and address
NHCI of Hillsboro, Inc.
155 Franklin Road, Suite 400
Brentwood TN 37027

The following information MUST be provided for the Secretary of Slate (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

Please sign below

“SECTION A” MUST BE COMPLETE AND ACCURATE.

If preprinted information is not correct. please type or print the correct information.

o Check here if there are currently no changes to the information preprinted in Sections A, B. and C of this report.

Corporation’s principal office
155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business
101 Circle Drive, Hillsboro, TX 76645

SECTION A Name, title and mailing address of each officer and director. Use additional sheets, if necessary.

NAME	Title	Director o Yes	Social Security No. (Optional)
See Stmt 2			
Mailing Address			Expiration date (mm-dd-yyyy)

NAME	Title	Director o Yes	Social Security No. (Optional)
Mailing Address			Expiration date (mm-dd-yyyy)

NAME	Title	Director o Yes	Social Security No. (Optional)
Mailing Address			Expiration date (mm-dd-yyyy)

NAME	Title	Director o Yes	Social Security No. (Optional)
Mailing Address			Expiration date (mm-dd-yyyy)

NAME	Title	Director o Yes	Social Security No. (Optional)
Mailing Address			Expiration date (mm-dd-yyyy)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation. Use additional sheets if necessary.

Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest
Name of owned (subsidiary) corporation	Slate of incorporation	Texas S.O.S. file number	Percentage interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more in this reporting corporation or limited liability company. Enter the

information requested for each corporation or limited liability company. Use additional sheets. if necessary.

<u>Name of owning (parent) corporation</u>	<u>State of incorporation</u>	<u>Texas S.O.S. file number</u>	<u>Percentage Interest</u>
Hallmark Holdings Corp.	NY	N/A	100.0000

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: Corporation Service Company

Office 800 Brazos Street
Austin, TX 78701

Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief and that a copy of the report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or related corporation.

<u>Sign here</u>	<u>Officer, director, or other authorized person</u>	<u>Title</u>	<u>Date</u>	<u>Daytime Phone (Area code and number)</u>
	T. Mark Buford	Vice Pres. and Controller	11/13/02	615/373-9600

NHCI of Hillsboro, Inc.
Texas Franchise Tax Public Information Report
Section A — Officers and Directors

<u>NAME</u>	<u>TITLE</u>	<u>DIRECTOR</u>	<u>MAILING ADDRESS</u>
Portacci, Michael T.	President	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. / Secretary / General Counsel	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin G	S.V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hardison, Robert E.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Doucette, James W.	V.P., Finance and Treasurer	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert A	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P., Human Resources	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	S.V.P., Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

<u>NAME</u>	<u>TITLE</u>	<u>DIRECTOR</u>	<u>MAILING ADDRESS</u>
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Carlton, Larry	Asst V.P., Revenue Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Connelly, Sherry A.	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 408)

Filed in the Office of the Secretary of State of Texas
Filing #: 100552700 07/31/2003
Document #: 39217580543
Image Generated Electronically
for Web Filing

STATEMENT OF CHANGE OF
ADDRESS OF REGISTERED AGENT

1. The name of the entity represented is
NHCI OF HILLSBORO, INC.

The entity's filing number is 100552700

2. The address at which the registered agent has maintained the registered office address for such entity is: (Please provide street address, city, state and zip code presently shown in the records of the Secretary of State.)

800 Brazos, Austin, Texas 78701

3. The address at which the registered agent will hereafter maintain the registered office address for such entity is: (Please provide street address, city, state and zip code. The address must be in Texas.)

701 Brazos Street, Suite 1050, Austin, Texas 78701

4. Notice of the change of address has been given to said entity in writing at least 10 business days prior to the submission of this filing.

Date: 07/31/03

Corporation Service Company
d/b/a CSC-Layers Incorporating Service Company

Name of Registered Agent

John H. Pelletier, Asst. VP
Signature of Registered Agent

FILING OFFICE COPY

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

FILED

In the Office at the
Secretary of State of Texas
Nov 06 2003
Corporations Section

CHANGE OF REGISTERED AGENT/REGISTERED OFFICE

1 The name of the entity is NHCI OF HILLSBORO, INC. and the file number issued to the entity by the secretary of state is 100552700

2. The entity is: (Check one.)

a business corporation, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, as provided by the Texas Business Corporation Act.

a non-profit corporation, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, or through its members in whom management of the corporation is vested pursuant to article 2.14C, as provided by the Texas Non-Profit Corporation Act.

a limited liability company, which has authorized the changes indicated below through its members or managers, as provided by the Texas Limited Liability Company Act.

a limited partnership, which has authorized the changes indicated below through its partners, as provided by the Texas Revised Limited Partnership Act.

an out-of-state financial institution, which has authorized the changes indicated below in the manner provided under the laws governing its formation.

3. The registered office address as PRESENTLY shown in the records of the Texas secretary of state is 701 Brazos Street, Suite 1050, Austin, TX 78701

4. A. The address of the NEW registered office is: (Please provide street address, city, state and zip code. The address must be in Texas.)
1614 Sidney Baker Street, Kerrville, TX 78028

OR B. The registered office address will not change.

5. The name of the registered agent as PRESENTLY shown in the records of the Texas secretary of state is Corporation Service Company

6. A. The name of the NEW registered agent is National Registered Agents, Inc.

OR B. The registered agent will not change.

7. Following the changes shown above, the address of the registered office and the address of the office of the registered agent will continue to be identical, as required by law.

By: /s/ Kimberly L. Wright Asst. Sec.

(A person authorized to sign on behalf of the entity)

INSTRUCTIONS

1. It is recommended that you call (512) 463-5555 to verify the information in items 3 and 5 as it currently appears on the records of the secretary of state before submitting the statement for filing. You also may e-mail an inquiry to corpinfo@state.tx.us. As information on out-of-state financial institutions is maintained on a separate database, a financial institution must call (512) 463-5701 to verify registered agent and registered office information. If the information on the form is inconsistent with the records of this office, the statement will be returned.

2. You are required by law to provide a street address in item 4 unless the registered office is located in a city with a population of 5,000 or less. The purpose of this requirement is to provide the public with notice of a physical location at which process may be served on the registered agent. A statement submitted with a post office box address or a lock box address will not be filed.

3. An authorized officer of the corporation or financial institution must sign the statement. In the case of a limited liability company, an authorized member or manager of a limited liability company must sign the statement. A general partner must sign the statement on behalf of a limited partnership. A person commits an offense under the Texas Business Corporation Act, the Texas Non-Profit Corporation Act or the Texas Limited Liability Company Act if the person signs a document the person knows is false in any material respect with the intent that the document be delivered to the secretary of state for filing. The offense is a Class A misdemeanor.

4. Please attach the appropriate fee:

Business Corporation	\$15.00
Financial Institution, other than Credit Unions	\$15.00
Financial Institution that is a Credit Union	\$ 5.00
Non-Profit Corporation	\$ 5.00
Limited Liability Company	\$10.00
Limited Partnership	\$50.00

Personal checks and MasterCard®, Visa®, and Discover® are accepted in payment of the filing fee. Checks or money orders must be payable through a U.S. bank or other financial institution and made payable to the secretary of state. Fees paid by credit card are subject to a statutorily authorized processing cost of 2.1% of the total fees.

5. Two copies of the form along with the filing fee should be mailed to the address shown in the heading of this form. The delivery address is: Secretary of State, Statutory Filings Division, Corporations Section, James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. We will place one document on record and return a file stamped copy, if a duplicate copy is provided for such purpose. The telephone number is (512) 463-5555, TDD: (800) 735-2989, FAX: (512) 463-5709.

o Code o 13196 Franchise o 16196 Bank

TEXAS FRANCHISE TAX
PUBLIC INFORMATION REPORT
MUST be filed with your Corporation Franchise Tax Report

Do not write in the space below:

c. Taxpayer identification number
1-74-2425482-3

d. Report year
03

e. PIR / IND 1, 2,3, 4

Secretary of State file number or, if none,
Comptroller unchartered number

g. 01005527507
Item k on Franchise
Tax Report form, Page 1

Corporation name and address
NHCI of Hillsboro, Inc.
155 Franklin Road, Suite 400
Brentwood TN 37027

The following information MUST be provided for the Secretary of Slate (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

Please sign below

“SECTION A” MUST BE COMPLETE AND ACCURATE.

If preprinted information is not correct. please type or print the correct information.

o Check here if there are currently no changes to the information preprinted in Sections A, B. and C of this report.

Corporation’s principal office
155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business
101 Circle Drive, Hillsboro, TX 76645

SECTION A Name, title and mailing address of each officer and director. Use additional sheets, if necessary.

NAME	Title	Director o Yes	Social Security No. (Optional)
See Stmt 2			
Mailing Address			Expiration date (mm-dd-yyyy)

NAME	Title	Director o Yes	Social Security No. (Optional)
Mailing Address			Expiration date (mm-dd-yyyy)

NAME	Title	Director o Yes	Social Security No. (Optional)
Mailing Address			Expiration date (mm-dd-yyyy)

NAME	Title	Director o Yes	Social Security No. (Optional)
Mailing Address			Expiration date (mm-dd-yyyy)

NAME	Title	Director o Yes	Social Security No. (Optional)
Mailing Address			Expiration date (mm-dd-yyyy)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation. Use additional sheets if necessary.

Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest
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Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage interest
---	------------------------	--------------------------	---------------------

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

<u>Name of owning (parent) corporation</u> Hallmark Holdings Corp.	<u>State of incorporation</u> NY	<u>Texas S.O.S. file number</u> N/A	<u>Percentage Interest</u> 100.0000
---	-------------------------------------	--	--

Registered agent and registered office currently on file. (Changes must be filed separately with the Secretary of State.)

Agent: Corporation Service Comp

Office 800 Brazos Street
Austin, TX 78701

Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief and that a copy of the report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or related corporation.

<u>Sign here</u>	<u>Officer, director, or other authorized person</u> T. Mark Buford	<u>Title</u> Vice Pres. and Controller	<u>Date</u>	<u>Daytime Phone (Area code and number)</u> 615/373-9600
------------------	--	---	-------------	---

NHCI of Hillsboro, Inc.
Texas Franchise Tax Public Information Report
Section A — Officers and Directors

<u>NAME</u>	<u>TITLE</u>	<u>DIRECTOR</u>	<u>MAILING ADDRESS</u>
Michael T. Portacci	President	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road. Suite 400, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. / Secretary / General Counsel	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin	G.S.V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hardison, Robert E.	S.V.P., Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
James W. Doucette	V.P., Finance and Treasurer	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P., Human Resources	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Lipp, Carolyn S.	S.V.P., Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

<u>NAME</u>	<u>TITLE</u>	<u>DIRECTOR</u>	<u>MAILING ADDRESS</u>
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Carlton, Larry	Asst. V.P., Revenue Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Sherry A. Connelly	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

Filing Number: 100552700

Code 13196 Franchise 16196 Bank

TEXAS FRANCHISE TAX
PUBLIC INFORMATION REPORT
MUST be filed with your Corporation Franchise Tax Report

Do not write in the space below:

c. Taxpayer identification number
1-74-2425482-3

d. Report year
04

e. PIR / IND 1, 2, 3, 4

Secretary of State file number or, if none,
Comptroller unchartered number

g. 0100552700
Item k on Franchise
Tax Report form, Page 1

Corporation name and address
NHCI of Hillsboro, Inc.
155 Franklin Road, Suite 400
Brentwood TN 37027

The following information MUST be provided for the Secretary of State (S.O.S.) by each corporation or limited liability company that files a Texas Corporation Franchise Tax Report. The information will be available for public inspection.

If preprinted information is not correct, please type or print the correct information.

Please sign below

Check here if there are currently no changes to the information preprinted in Sections A, B, and C of this report.

Corporation's principal office
155 Franklin Road, Suite 400, Brentwood, TN 37027

Principal place of business
101 Circle Drive, Hillsboro, TX 76645

SECTION A Name, title and mailing address of each officer and director. Use additional sheets, if necessary.

NAME	Title	Director o Yes	Social Security No. (Optional)
See Stmt 2			
Mailing Address			Expiration date (mm-dd-yyyy)

NAME	Title	Director o Yes	Social Security No. (Optional)
Mailing Address			Expiration date (mm-dd-yyyy)

NAME	Title	Director o Yes	Social Security No. (Optional)
Mailing Address			Expiration date (mm-dd-yyyy)

NAME	Title	Director o Yes	Social Security No. (Optional)
Mailing Address			Expiration date (mm-dd-yyyy)

NAME	Title	Director o Yes	Social Security No. (Optional)
Mailing Address			Expiration date (mm-dd-yyyy)

SECTION B. List each corporation or limited liability company, if any, in which this reporting company or limited liability company owns an interest of ten percent (10%) or more. Enter the information requested for each corporation or limited liability company.

Name of owned (subsidiary) corporation	State of incorporation	Texas S.O.S. file number	Percentage Interest
Name of owned (subsidiary) corporation	Slate of incorporation	Texas S.O.S. file number	Percentage interest

SECTION C. List each corporation or limited liability company, if any, that owns an interest of ten percent (10 %) or more in this reporting corporation or limited liability company. Enter the information requested for each corporation or limited liability company. Use additional sheets, if necessary.

<u>Name of owning (parent) corporation</u>	<u>State of incorporation</u>	<u>Texas S.O.S. file number</u>	<u>Percentage Interest</u>
Hallmark Holdings Corp.	NY	N/A	100.0000

Registered agent and registered office currently on file. (See instructions if you need to make changes.)

Agent: National Registered Agents, Inc.

Office 1614 Sidney Baker Street
Kerrville, TX 78028

Check here if you need forms to change this information.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief and that a copy of the report has been mailed to each person named in this report who is an officer or director and who is not currently employed by this corporation or limited liability company or related corporation.

<u>Sign here</u>	<u>Officer, director, or other authorized person</u>	<u>Title</u>	<u>Date</u>	<u>Daytime Phone (Area code and number)</u>
	T. Mark Buford	Vice Pres. and Controller	11-12-04	615/373-9600

NHCI of Hillsboro, Inc.
Texas Franchise Tax Public Information Report
Section A — Officers and Directors

<u>NAME</u>	<u>TITLE</u>	<u>DIRECTOR</u>	<u>MAILING ADDRESS</u>
Michael T. Portacci	President	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Cash, W. Larry	Exec. V.P. and CFO	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Seifert, Rachel A.	S.V.P. / Secretary / General Counsel	Yes	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Schweinhart, Martin G.	S.V.P., Operations	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Hawkins, Kenneth D. S.V.P.,	Acquisitions and Development	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
James W. Doucette	V.P., Finance and Treasurer	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Buford, T. Mark	V.P. and Controller	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Horrar, Robert A.	V.P., Administration	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Parsons, Linda K.	V.P., Human	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027 Resources
Lipp, Carolyn S.	S.V.P., Quality and Resource Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

<u>NAME</u>	<u>TITLE</u>	<u>DIRECTOR</u>	<u>MAILING ADDRESS</u>
Horrar, Robert O.	Asst. V.P., Business Development and Managed Care	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Canton, Larry	Asst. V.P., Revenue Management	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027
Sherry A. Connelly	Asst. Secretary	No	155 Franklin Road, Suite 400, Brentwood, Tennessee 37027

BYLAWS
OF
NHCI OF HILLSBORO, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Austin, State of Texas.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Texas, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meeting. An annual meeting of Stockholders of the corporation shall be held within ninety (90) days of the fiscal year end of the corporation, as selected by the Board of Directors, or on such other date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At such meeting, the Stockholders shall elect Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the Stockholders for any purpose whatsoever may be called at any time by the President, the Board of Directors, or the holders of not less than ten percent of all stock entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of Stockholders for any purpose or purposes may be held at such places, within or without the State of Texas, as may from time to time be fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Stockholders. The holders of a majority of the stock issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the Stockholders.

Section 2.6 Voting of Stock. Except as otherwise provided by statute or the certificate of incorporation, each holder of record of shares of stock of the Corporation having voting power

shall be entitled at each meeting of the Stockholders to one vote for every share of such stock standing in his or her name on the record books of Stockholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the Board of Directors for the determination of Stockholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for stock of the corporation shall prepare at least ten days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each Stockholder and the number of voting shares of stock held by each Stockholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any Stockholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any Stockholder. The original stock transfer books shall be prima facie evidence as to who are the Stockholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares of stock shall not be counted for quorum purposes.

Section 2.9 Consent of Stockholders in Lieu of Meeting. Stockholder action may be taken by a consent in writing, setting forth the action so taken, signed by the holders of stock having not less than the minimum number of votes necessary to authorize or take such action at a meeting, provided that prompt notice must be given to all Stockholders who have not so consented.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its Board of Directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the certificate of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of members that shall constitute the entire Board of Directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Stockholders at any meeting thereof. Directors need not be residents of Texas or Stockholders of the corporation.

Section 3.3 Election and Term of Office. The Directors shall be elected annually by the Stockholders, except as provided in Section 3.4 of these bylaws. Each Director shall hold office until the next succeeding annual meeting of Stockholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The Board of Directors may, by resolution, appoint one of its members as chairman to preside over meetings of the Board of Directors. The position of chairman of the Board of Directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining Directors, although less than a quorum of the Board of Directors. Such vacancy may also be filled by affirmative vote of the majority of the Stockholders. A Director elected to fill a

vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any Director may resign from office at any time by delivering a written resignation to the Secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the Secretary.

Section 3.6 Removal of Directors. Any Director may be removed with or without cause at any time by the Stockholders.

Section 3.7 Place of Meetings. Regular or special meetings of the Board of Directors may be held either within or without the State of Texas.

Section 3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places as may be designated from time to time as may be determined by the Board of Directors.

Section 3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director on twenty-four (24) hours notice to each Director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The Board of Directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the Directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the Stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the Stockholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The Board of Directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The Board of Directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its

members for their services as Directors and as members of committees of the Board of Directors. The Board of Directors shall also have power in its discretion to provide for and to pay to Directors rendering services to the corporation not ordinarily rendered by Directors as such, special compensation appropriate to the value of such services as determined by the Board of Directors from time to time. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the Board of Directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The Board of Directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the Board of Directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to Directors or Stockholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the Directors or Stockholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the certificate of incorporation, or these bylaws, notice is required to be given to any Stockholder, Director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Stockholders, Directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a President and a Secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the

corporation. Any two or more offices may be held by the same person. No officer need be a Stockholder or a Director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the Board of Directors.

Section 5.3 Removal and Resignation. Any officer appointed by the Board of Directors may be removed by the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the Board of Directors. The Board of Directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the Board of Directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a Director of the corporation.

ARTICLE VI

CERTIFICATES AND STOCKHOLDERS

Section 6.1 Certificates for Stock. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the Board of Directors in conformity with law and the certificate of incorporation. Every certificate for shares of stock issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Texas Business Corporation Act, other provisions of law, the certificate of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares of stock, the par value of such shares of stock, and such other matters as may be required by law, the certificate of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The Board of Directors or the President of the corporation may direct a new certificate or certificates representing shares of stock to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the Board of Directors or the President may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in

such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Stock. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares of stock duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares of stock to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such shares of stock on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of stock of the corporation, subject to the provisions of the applicable statutes and of the certificate of incorporation, may be declared by the Board of Directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of stock of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the Board of Directors; provided, that if such fiscal year is not fixed by the Board of Directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Texas, at such place or places as may from time to time be designated by the Board of Directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the Board of Directors. If the Board of Directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the Board of Directors, the President or the Secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of Stockholders of such other corporation in which the corporation may hold stock. The Board of Directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the Board of Directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a Director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Texas Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Texas Business Corporation Act requires, an advancement of expenses incurred by an

indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Texas Business Corporation Act. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Texas Business Corporation Act, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of Stockholders or by disinterested Directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect

and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

Dated this 6th day of October, 1994.

FILED
In the Office of the
Secretary of State of Texas
OCT 09 2006
Corporations Section

ARTICLES OF INCORPORATION
OF
WEATHERFORD HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Weatherford Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of at least One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received.

ARTICLE SIX

The address of the its registered office is 1614 Sidney Baker Street, Kerrville, Texas, 78028; and the name of its initial registered agent at such address is National Registered Agents, Inc.

ARTICLE SEVEN

The number of directors of the Corporation may be fixed by the Bylaws.

RECEIVED
OCT 09 2006
Secretary of State

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

Michael T. Portacci
7100 Commerce Way, Suite 100
Brentwood, TN 37027

W. Larry Cash
7100 Commerce Way, Suite 100
Brentwood, TN 37027

Rachel A. Seifert
7100 Commerce Way, Suite 100
Brentwood, TN 37027

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE EIGHT

The name and mailing address of the incorporator is:

Robin J. Keck
7100 Commerce Way, Suite 100
Brentwood, TN 37027

ARTICLE NINE

To the fullest extent permitted by Texas law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 2.41 of the Texas Business Corporation Act or (iv) for any transaction from which the director derived any improper personal benefit. If the Texas Business Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Texas Business Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil,

criminal, administrative or investigative (hereinafter, a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnatee”), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Texas Business Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys’ fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue with respect to an indemnatee who has ceased to be a director or officer and shall inure to the benefit of the indemnatee’s heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnatee in connection with a proceeding initiated by such indemnatee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that if the Texas Business Corporation Act requires, an advancement of expenses incurred by an indemnatee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnatee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnatee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnatee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnatee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnatee to enforce a right to indemnification hereunder (but not a suit brought by the indemnatee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnatee has not met the applicable standard of conduct set forth in the Texas Business Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnifications of the indemnatee has met the applicable standard of conduct set forth in the Texas Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnatee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnatee,

shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Business Corporation Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Texas Business Corporation Act, with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of October, 2006.

/s/ Robin J. Keck
Robin J. Keck, Incorporator

BYLAWS OF
WEATHERFORD HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Kerrville, County of Kerr, Texas.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Texas as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Texas, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Texas or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Texas.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the

corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Texas Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the

president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Texas, at such place or

places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Texas Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be

paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Texas Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Texas Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Texas Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 9th day of October, 2006.

FILED
In the Office of the
Secretary of State of Texas
Oct 09 2006
Corporations Section

Form 205
(Revised 01/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, Texas 78711-3697
512-463-5555
FAX: 512-463-5709
Filing Fee: \$300

Certificate of Formation
Limited Liability Company

Article 1 — Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Weatherford Texas Hospital Company, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 — Registered Agent and Registered Office
(Select and complete either A or B and complete C).

A. The initial registered agent is an organization (cannot be entity named above) by the name of: National Registered Agents, Inc.

OR

B. The initial registered agent is an agent individual resident of the state whose name is set forth below:

First Name	M.I.	Last Name	Suffix
------------	------	-----------	--------

C. The business address of the registered agent and the registered office is:

1614 Sidney Baker Street	Kerrville	TX	78028
Street Address	City	State	Zip Code

RECEIVED
OCT 09 2006
SECRETARY OF STATE

Article 3 — Governing Authority

(Select and complete either A or B and provide the name and address of each governing person)

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The Company will be governed by its members, and the name and address of each initial member are set forth below.

NAME OF GOVERNING PERSON (Enter the name of either an individual, or an organization but not both).

IF INDIVIDUAL

First Name	M.I.	Last Name	Suffix
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OR

IF ORGANIZATION

Weatherford Hospital Corporation
Organization Name

ADDRESS OF GOVERNING PERSON

7100 Commerce Way, Suite 100 Street or Mailing Address	Brentwood City	TN State	USA Country	37027 Zip Code
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NAME OF GOVERNING PERSON (Enter the name of either an individual, or an organization but not both).

IF INDIVIDUAL

First Name	M.I.	Last Name	Suffix
------------	------	-----------	--------

OR

IF ORGANIZATION

Weatherford Hospital Corporation
Organization Name

ADDRESS OF GOVERNING PERSON

Street or Mailing Address	City	State	Country	Zip Code
---------------------------	------	-------	---------	----------

NAME OF GOVERNING PERSON (Enter the name of either an individual, or an organization but not both).

IF INDIVIDUAL

First Name	M.I.	Last Name	Suffix
------------	------	-----------	--------

OR

IF ORGANIZATION

Weatherford Hospital Corporation
Organization Name

ADDRESS OF GOVERNING PERSON

Street or Mailing Address	City	State	Country	Zip Code
---------------------------	------	-------	---------	----------

ARTICLE 4 — Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: The attached addendum, if any, is incorporated herein by reference.

N/A

Organizer

The name and address of the organizer:

Robin J. Keck

Name

7100 Commerce Way, Suite 100

Street or Mailing Address

Brentwood

City

TN

State

USA

Country

37027

Zip Code

Effectiveness of Filing (Select either A, B, or C)

A. This document becomes effective when the document is filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is

C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is:

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: October 6, 2006

/s/s Robin J. Keck

Signature of organizer

This space reserved for office use.

Assumed Name Certificate

Form 503 (Revised 01/06)

Return in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512 463-5709 Filing Fee: \$25

FILED

In the Office of the
Secretary of State of Texas

OCT 30 2006

Corporations Section

The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Weatherford Regional Medical Center

Entity Information

The name of the entity filing the assumed name is: Weatherford Texas Hospital Company, LLC

State the name of the entity as currently shown in the records of the secretary of state or on its certificate of formation, if not filed with the secretary of state.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|--|
| <input type="radio"/> For-profit Corporation | <input type="radio"/> Professional Corporation |
| <input type="radio"/> Nonprofit Corporation | <input type="radio"/> Professional Limited Liability Company |
| <input type="radio"/> Cooperative Association | <input type="radio"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="radio"/> Limited Partnership |
| <input type="radio"/> Other Specify type of entity if there is no check box applicable. | |

The file number, if any, issued to the filing entity by the secretary of state is:

The state, country, or other jurisdiction of formation is: Texas

The registered or similar office of the entity in the jurisdiction of formation is: National Registered Agents, Inc.

1614 Sidney Baker Street

Kerrville, Texas 78028

The entity is required to maintain a registered office and agent in Texas. The address of its registered office in Texas and the name of the registered agent at such address is:

National Registered Agents, Inc.

1614 Sidney Baker Street, Kerrville TX 78028

The address of the principal office of the entity (if not the same as the registered office) is: 7100 Commerce Way, Suite 100, Brentwood, TN 37027

The entity is not required to maintain a registered office and agent in Texas. Its office address in Texas is:

The entity is not incorporated, organized or associated under the laws of Texas. The address of the principal place of business in this state is:

The office address of the entity is:

Period of Duration

The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

The period during which the assumed name will be used is years from the date of filing with the secretary of state (not to exceed 10 years).

OR

The assumed name will be used until mm/dd/yyyy (not to exceed 10 years)

County or Counties in which Assumed Name Used

The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

All counties

All counties with the exception of the following counties:

Only the following counties: Parker

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: October 12, 2006

By: Weatherford Hospital Corporation

/s/ Robin Kean — Asst. Secretary

Signature and title of authorized person(s) (see instructions)

This space reserved for office use.

Assumed Name Certificate
Form 503 (Revised 01/06)

Return in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512 463-5709 Filing Fee: \$25

FILED

In the Office of the
Secretary of State of Texas
OCT 30 2006
Corporations Section

Assumed Name

The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Weatherford Regional Medical Center Home Health

Entity Information

The name of the entity filing the assumed name is: Weatherford Texas Hospital Company, LLC

State the name of the entity as currently shown in the records of the secretary of state or on its certificate of formation, if not filed with the secretary of state

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|--|
| <input type="radio"/> For-profit Corporation | <input type="radio"/> Professional Corporation |
| <input type="radio"/> Nonprofit Corporation | <input type="radio"/> Professional Limited Liability Company |
| <input type="radio"/> Cooperative Association | <input type="radio"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="radio"/> Limited Partnership |
| <input type="radio"/> Other | |

Specify type of entity if there is no check box applicable.

The file number, if any, issued to the filing entity by the secretary of state is:

The state, country, or other jurisdiction of formation is: Texas

The registered or similar office of the entity in the jurisdiction of formation is: National Registered Agents, Inc.

1614 Sidney Baker Street

Kerrville, Texas 78028

The entity is required to maintain a registered office and agent in Texas. The address of its registered office in Texas and the name of the registered agent at such address is:

National Registered Agents, Inc.

1614 Sidney Baker Street, Kerrville TX 78028

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The office address of the entity is:

Period of Duration

The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

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OR

The assumed name will be used until mm/dd/yyyy (not to exceed 10 years).

County or Counties in which Assumed Name Used

The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

All counties

All counties with the exception of the following counties:

Only the following counties: Parker

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: October 12, 2006

By: Weatherford Hospital Corporation — Sole Member

/s/ Robin J. Keck — Asst. Secretary

Signature and title of authorized person(s) (see instructions)

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
WEATHERFORD TEXAS HOSPITAL COMPANY, LLC

This Limited Liability Company Operating Agreement (“Agreement”) is declared to be effective as of the 9th day of October, 2006, by Weatherford Hospital Corporation, as the sole Member (such corporation and any successor hereunder, the “Member”) of Weatherford Texas Hospital Company, LLC (the “Company”), pursuant to the provisions of the Texas Business Organizations Code (the “Code”).

Section 1
THE COMPANY

- 1.1. Formation. The initial Member is forming the Company as a limited liability company pursuant to the provisions of the Code and upon the terms and conditions set forth in this Agreement.
 - 1.2. Company Name. The name of the Company shall be as set forth in the Articles from time to time, and all business of the Company shall be conducted in such name. The Member may change the name of the Company at any time.
 - 1.3. Purpose. The purpose of the Company shall be as set forth in the Articles from time to time.
 - 1.4 Principal Place of Business. The principal place of business and address of the Company shall be at any place within or without the State of Texas as determined by the Member.
 - 1.5 Existence. The existence of the Company shall commence on the date the Company’s Certificate of Formation (as amended from time to time, the “Articles”) is filed in the office of the Secretary of State of Texas in accordance with the Code and shall continue until the winding up and liquidation of the Company following a Liquidating Event as provided in Section 8 hereof.
 - 1.6 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity.
 - 1.7 Independent Activities; Transactions With Affiliates.
 - (a) The Member shall be required to devote only such time to the affairs of the Company as the Member determines in its sole discretion may be necessary or appropriate, and the Member shall be free to serve any other Person or enterprise in any capacity that he may deem appropriate in his discretion.
 - (b) Insofar as permitted by applicable law, the Member may, notwithstanding this Agreement, engage in whatever activities it chooses, whether the same are competitive with the Company or otherwise, without having or incurring any obligation to offer any interest in such activities to the Company, and neither this Agreement nor any activity undertaken pursuant hereto shall prevent
-

the Member from engaging in such activities or require the Member to permit the Company to participate in any such activities.

1.8 Definitions. Certain capitalized words and phrases used in this Agreement have the following meanings:

“Interest” means the entire limited liability company interest in the Company of a Member or Interest Holder at any particular time, including the right of such Member or Interest Holder to any and all benefits to which the Member or Interest Holder may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

“Interest Holder” means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. “Interest Holders” means all such Persons.

“Net Cash Flow” means the gross cash proceeds from Company operations and from all sales and other dispositions and refinancings of Property, less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Member. “Net Cash Flow” shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the first sentence of this definition.

“Person” means any individual, partnership, limited liability company, corporation, trust, or other entity.

“Property” means all real and personal property acquired by the Company and any improvements thereto, and shall include both tangible and intangible property.

“Transfer” means, as a noun, any voluntary or involuntary transfer, sale or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, or otherwise dispose of “Transferred” shall have a correlative meaning.

Section 2

CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contribution of Member. The interest in the Company shall be divided into units (“Units”). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has been issued the number of Units listed on Exhibit A hereto attached. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

2.2 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Member. Such certificates shall be signed by the President or Vice President of the Member, if such offices be created and filled, or signed by an officer designated by the Member to sign such certificates. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of

issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Member may prescribe.

Section 3
TAX ALLOCATIONS

3.1. No Allocations in Single-Member Entity. Weatherford Hospital Corporation, as the only Member, intends for the Company, as such a wholly-owned entity, to be disregarded for accounting and income tax purposes. Accordingly, all items of income, gain, loss, deduction, and credit that would, but for such single-member status, belong to the Company shall belong to the Member.

Section 4
DISTRIBUTIONS

4.1. Distributions. Subject to the Code, Net Cash Flow, if any, and any item of Property chosen by the Member, shall be distributed to or as directed by the Member, at such times as the Member may determine.

Section 5
MANAGEMENT

5.1. Authority and Duties of Member. The overall management and control of the Company shall be vested in the Member and the Member shall have the right and authority to enter into transactions on behalf of the Company, to bind the Company and to conduct, and to make decisions relating to, the day-to-day operations of the Company. Without limiting the foregoing and in each case without any further act, vote or approval, the Member is hereby specifically authorized for, and in the name of and on behalf of, the Company from time to time to:

- (a) Amend the Articles;
- (b) Issue Interests in the Company and admit other Persons as Members;
- (c) Acquire by purchase, lease, or otherwise any real or personal property;
- (d) Loan money to the Company, its affiliates or other third parties, upon such terms and conditions as the Member may determine;
- (e) Operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real or personal property;
- (f) Designate, authorize and direct one or more Persons to execute any and all agreements, contracts, documents, certifications, and instruments on behalf of the Company that are necessary or convenient in connection with the management, maintenance and operation of Property or managing the Company's affairs, including executing amendments to the Agreement

and the Articles in accordance with the terms of the Agreement, both as authorized agent for the Company and, if required, as attorney-in-fact for the Member pursuant to a power of attorney.

(g) Appoint individuals designated as officers and/or managers of the Company and delegate such authority to such officers and/or managers as the Member deems advisable.

(h) Borrow money and issue evidences of indebtedness (including bonds, notes and debentures) necessary, convenient or incidental to the accomplishment of the purposes of the Company, and secure the same by mortgage, pledge, or other lien on any Property;

(i) Care for and distribute funds to the Interest Holders by way of income, return of capital, or otherwise;

(j) Contract on behalf of the Company for the employment and services of employees and/or independent contractors, such as lawyers and accountants, and delegate to such Persons the duty to manage or supervise any of the Property or operations of the Company;

(k) Engage in any kind of activity and perform and carry out contracts of any kind as may be lawfully engaged in, carried out, or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified; and

(l) Make any and all elections for federal, state, and local tax purposes.

5.2. Indemnification of Member.

(a) The Company, its receiver, or its trustee (in the case of its receiver or trustee, to the extent of Company Property) shall indemnify, save harmless, and pay all judgments and claims against the Member relating to any liability or damage incurred by reason of: (i) ownership of an Interest in the Company, and (ii) any act performed or omitted to be performed by the Member in connection with the business of the Company, in any case including attorneys' fees incurred by the Member in connection with the defense of any action based on any of the foregoing.

(b) Notwithstanding anything to the contrary in Section 5.2(a) above, in the event that any provision in such Section is determined to be invalid in whole or in part, such Section shall be enforced to the maximum extent permitted by law.

Section 6

ROLE OF THE MEMBER

6.1. Compensation. The Member may from time to time receive a salary, fee, or draw for services rendered to or on behalf of the Company in such amount as the Member deems appropriate.

6.2. Expenses. The Member may charge the Company for any expenses reasonably incurred by it in connection with the Company's business.

6.3. Loans. If the Member shall make any loan or loans to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a capital contribution but shall be a debt due from the Company. The amount of any such loan or advance by the

Member shall be repayable out of the Company's cash and shall bear interest at such rate as the Company and the Member shall agree but not in excess of the maximum rate permitted by law. The Member shall not be obligated to make any loan or advance to, or on behalf of, the Company.

Section 7
TRANSFERS OF INTERESTS

7.1. No Restriction on Transfers. The Member may Transfer all or any portion of its Interest at any time.

7.2. Admission of Transferees as Members. Unless otherwise indicated in writing at the time of any Transfer of an Interest, a transferee of an Interest (including a transferee by operation of law) shall be admitted to the Company as a substituted Member and shall be bound by the terms of this Agreement upon such transferee's written notice to the Company at the address set forth in Section 1.4.

Section 8
DISSOLUTION AND WINDING UP

8.1. Liquidating Events. The death, retirement, bankruptcy or dissolution of the Member, or the occurrence of any other event that terminates the continued membership of a member in the Company, shall not cause the Company to be dissolved and its affairs wound up, but rather the business of the Company shall be continued without dissolution, provided that there remains at least one Member (including a transferee of one or more Interests who becomes a Member). The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following events (the "Liquidating Events"):

- (a) The written consent of the Member or any successor Member;
- (b) There is no Member or transferee of one or more Interests who becomes a Member; or
- (c) The occurrence of any other event causing the dissolution of the Company under the Code.

8.2. Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member. To the extent not inconsistent with the foregoing, the terms of this Agreement shall continue in full force and effect until such time as all of the Property (including the proceeds of sales of Property) has been distributed pursuant to this Section 8.2 and the Company's existence has been terminated in accordance with the Code. The Member (or, in the event there is no remaining Member, any Person elected by those persons succeeding to ownership of the Member's Interest) shall be responsible for overseeing the winding up of the Company, shall take full account of the Company's liabilities and Property, shall cause the Property other than cash to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefore, to be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors; and

(b) The balance, if any, to the Member.

Section 9

MISCELLANEOUS

9.1. Amendment. The Member may amend this Agreement at any time.

9.2. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

9.3. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

9.4. Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

9.5. Governing Law. The laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member.

The undersigned has executed this Agreement as of the day and year first above set forth.

WEATHERFORD HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert

Rachel A. Seifert

Senior Vice President, Secretary and General Counsel

EXHIBIT A

<u>Name and Address of Member</u>	<u>Amount of Contribution</u>	<u>Number of Units</u>
Weatherford Hospital Corporation 7100 Commerce Way, Suite 100 Brentwood, Tennessee 37027	\$100.00	100

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

I hereby certify that the foregoing has been
filed and approved on the 28 day of Sept 1998
in the office of this Division and hereby issue
this Certificate thereof.

Examiner CLS Date

/s/ LOHENA P. RIFFO
DIVISION DIRECTOR

RECEIVED

SEP 28 1998

Utah Div. of Corp Comm. Code

09-28-98 12:15 OUT

ARTICLES OF INCORPORATION

OF

TOOELE HOSPITAL CORPORATION

In compliance with the requirements of the applicable provisions of the Utah Revised Business Corporation Act (the "Corporation Act"), the undersigned natural person of the age of eighteen years or more, desiring to incorporate a corporation for profit hereby states the following:

ARTICLE I

The name of the Corporation is Tooele Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Corporation Act.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock,

ARTICLE V

The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:

c/o Corporation Service Company
One Utah Center
201 South Main Street
County of Salt Lake
Salt Lake City, UT 84111-2218

/s/ Karen E. Wehner
KAREN E. WEHNER, ASST. VICE PRESIDENT

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Virginia D. Lancaster
Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE VIII

To the fullest extent permitted by Utah law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any improper distribution unless a determination has been made that the director has met the applicable standard of conduct set forth in Section 16-10a-902, or (iv) for any transaction from which the director derived any improper personal benefit. If the Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnitee”), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys’ fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that if the Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal

counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Corporation Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Corporation Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of September, 1998.

/s/ Virginia D. Lancaster

Virginia D. Lancaster, Incorporator

RECEIVED

RECEIVED

AUG 16 1999

Utah Div. of Corp. Comm. Code

Utah Department of Commerce
Division of Corporations & Commercial Code

In person: 160 East 300 South, 1st Floor

Salt Lake City, Utah 84111

Fax: (801) 530-8111

Web site: <http://www.commerce.state.ut.us>

PROFIT CORPORATION ANNUAL REPORT

The following information is on file in this office. All profit corporations must file their annual reports and corrections within the month of their anniversary date. Failure to do so will result in Delinquency, Revocation or Involuntary Dissolution of the corporate charter.

THIS BOX MUST BE COMPLETED

CORPORATE NAME, REGISTERED AGENT, REGISTERED OFFICE, CITY, STATE & ZIP

CORPORATION # 214070

D 09/28/88

1. TOOELE HOSPITAL CORPORATION

2. CORPORATION SERVICE COMP

3. ONE UTAH CNTR 201 S MAIN

4. SALT LAKE CITY UT 84111

MAKE ALL CORRECTIONS IN THIS COLUMN

(Print New Agent Name)

NEW REGISTERED STREET ADDRESS REQUIRED

UTAH

(New City) REGISTERED AGENT MUST BE IN UTAH (Zip)

WHEN CHANGING THE REGISTERED AGENT THE NEW AGENT MUST SIGN.

5. INCORPORATED IN THE STATE AND UNDER THE LAWS OF: UTAH

6. ADDRESS OF THE PRINCIPAL OFFICE IN THE HOME STATE.

211 S. 100 Street
(Street Address)

Tooele 84074
(City) (ZIP)

7. BUSINESS PURPOSE: NONCLASSIFIABLE ESTABLISHMENTS

DOMESTIC, PROFIT CORPORATIONS ARE REQUIRED TO LIST A CORPORATE OFFICER.

OFFICERS

8. PRESIDENT

ADDRESS

CITY, STATE & ZIP

See attached

9. VICE PRESIDENT

ADDRESS

CITY, STATE & ZIP

10. SECRETARY

ADDRESS

CITY, STATE & ZIP

11. TREASURER

ADDRESS

CITY, STATE & ZIP

ALL DOMESTIC CORPORATIONS MUST LIST THREE (3) DIRECTORS UNLESS THEY FALL UNDER THE EXCEPTIONS STATED IN SECTION 16-10a-803(i)or(ii).

12. PRESIDENT

ADDRESS

CITY, STATE & ZIP

See attached

13. VICE PRESIDENT

ADDRESS

CITY, STATE & ZIP

14. SECRETARY

ADDRESS

CITY, STATE & ZIP

Under penalties of perjury and as an authorized officer, I declare that this annual report and, if applicable, the statement change of registered office and/or agent, has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete.

15. /s/ Virginia D. Lancaster

MUST BE SIGNED BY CORPORATE OFFICER

16. Assistant Secretary

(Title of Position)

17. August 6th 1999

IF THERE ARE NO CHANGES FROM THE PREVIOUS YEAR, AND YOU HAVE ALL CORPORATE REQUIREMENTS FILLED PERTAINING TO OFFICER AND DIRECTOR INFORMATION YOU MAY DETACH THE COUPON BELOW, AND RETURN IT IN THE ENCLOSED ENVELOPE WITH YOUR PAYMENT. YOU MAY KEEP THE ABOVE REPORT FOR YOUR RECORDS.

MAKE ALL CORRECTIONS ON THE FORM ABOVE.

RECEIVED

AUG 16 1999

Utah Div. of Corp. Comm. Code

Tooele Hospital Corporation

The corporation's directors and officers are:

Name	Title	Street Address
Wayne T. Smith	Director, President and Chief Executive Officer	155 Franklin Road, Suite 400 Brentwood, TN 37027
W. Larry Cash	Director, Executive Vice President and Chief Financial Officer	155 Franklin Road, Suite 400 Brentwood, TN 37027
Rachel A. Seifert	Director, Vice President and Secretary	155 Franklin Road, Suite 400 Brentwood, TN 37027
Martin G. Schweinhart	Vice President, Operations	155 Franklin Road, Suite 400 Brentwood, TN 37027
Robert E. Hardison	Vice President and Acquisitions and Development	155 Franklin Road, Suite 400 Brentwood, TN 37027
Barry E. Stewart	Vice President, Finance and Treasurer	155 Franklin Road, Suite 400 Brentwood, TN 37027
T. Mark Buford	Vice President and Controller	155 Franklin Road, Suite 400 Brentwood, TN 37027
Robert A. Horrar	Vice President, Administration	155 Franklin Road, Suite 400 Brentwood, TN 37027
Linda K. Parsons	Vice President, Human Resources	155 Franklin Road, Suite 400 Brentwood, TN 37027
Carolyn S. Lipp	Vice President, Quality and Resource Management	155 Franklin Road, Suite 400 Brentwood, TN 37027
Gary D. Newsome	Group Vice President	155 Franklin Road, Suite 400 Brentwood, TN 37027
	Business Development and Managed Care	Brentwood, TN 37027

Name
Larry Carlton

Title
Assistant Vice President,
Revenue Management

Street Address
155 Franklin Road, Suite 400
Brentwood, TN 37027

Virginia D. Lancaster

Assistant Secretary

155 Franklin Road, Suite 400
Brentwood, TN 37027

State of Utah
DEPARTMENT OF COMMERCE
Division a Corporations & Commercial Code

This form must be type written or computer generated. For your convenience, this form has been designed to be filled out and printed online.

Non-refundable Processing Fee \$12.00

RENEWAL

Registration Information Change Form

Please make appropriate corrections or changes to registered information on this form. Means of payment are: cash, check, or money order made payable to the "State of Utah." If you are faxing you must include, on a cover sheet, the number of a Visa or MasterCard with the date of expiration.

Note: If you are using this form with a reinstatement or renewal please do not include the \$12.00 processing fee with the reinstatement or renewal fee

SRG

WHEN REPLACING THE REGISTERED AGENT THE NEW AGENT MUST SIGN.

DO NOT USE THIS FORM if you are resigning as an Officer, Director or Registered Agent. You must submit a Letter of Resignation. There is no fee associated with a Letter of Resignation. You must file an amendment to the Articles of Organization to add a manager or member to an LLC filing.

ENTITY FILE # 1424668-0142

REGISTRATION DATE: 9/28/98

- | | | |
|-----------------------|---|-----------------------------------|
| 1. REGISTERED NAME | Tooele Hospital Corporation
(Required Information) | |
| 2. REGISTERED AGENT | Corporation Service Company
First Middle Last | NEW AGENT MUST
MUST SIGN ABOVE |
| 3. REGISTERED ADDRESS | 10 East South Temple — Gateway Tower East
Street Address Requested | |

4. CITY, STATE & ZIP Salt Lake City, UT 84133
Registered Agent Must Be in Utah

5. PURPOSE OF BUSINESS healthcare services

6. ADDRESS OF: PRINCIPAL OFFICE 2055 N. Main Street Address
 DESIGNATED OFFICE (LLC — DOMESTIC)
Toole UT 84074
City State Zip

	POSITION TO CHANGE	NAME	ADDRESS
7.	<input type="radio"/> Add <input checked="" type="radio"/> Remove	Director Wayne T. Smith,	Address 155 Franklin Road, Suite 400 City Brentwood State TN Zip 37027
8.	<input checked="" type="radio"/> Add <input type="radio"/> Remove	Director Gary D. Newsome	Address 155 Franklin Road, Suite 400 City Brentwood State TN Zip 37027
9.	<input type="radio"/> Add <input checked="" type="radio"/> Remove	President Wayne T. Smith	Address 155 Franklin Road, Suite 400 City Brentwood State TN Zip 37027
10.	<input checked="" type="radio"/> Add <input type="radio"/> Remove	President Gary D. Newsome	Address 155 Franklin Road, Suite 400 City Brentwood State TN Zip 37027
11.	<input type="radio"/> Add <input checked="" type="radio"/> Remove	Treasurer Barry F. Stewart	Address 155 Franklin Road, Suite 400 City Brentwood State TN Zip 37027
12.	<input checked="" type="radio"/> Add <input type="radio"/> Remove	Treasurer James W. Doucette	Address 155 Franklin Road, Suite 400 City Brentwood State TN Zip 37027

Under penalties of perjury and as an authorized authority, I declare that this statement of change(s), has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By /s/ Sherry A. Connelly

Title Assistant Secretary

Date 7/30/03

Mail In: PO Box 146705
Salt Lake City, UT 84114-6705
Walk In: 160 East 300 South, Main Floor
Information Center: (801) 530-4849
Toll Free: (877) 526-3994 (within Utah)
Fax: (801) 530-6438
Web Site: [Imp://www.commerce.titah.gov](http://www.commerce.titah.gov)

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

State of Utah
DEPARTMENT OF COMMERCE
Division a Corporations & Commercial Code

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WHEN REPLACING THE REGISTERED AGENT THE NEW AGENT MUST SIGN.

DO NOT USE THIS FORM if you are resigning as an Officer, Director or Registered Agent. You must submit a Letter of Resignation. There is no fee associated with a Letter of Resignation. You must file an amendment to the Articles of Organization to add a manager or member to an LLC filing.

ENTITY FILE # 1424668-0142

REGISTRATION DATE: 9/28/99

- | | | |
|------------------------|--|-----------------------------------|
| 1. REGISTERED NAME | TOOELE HOSPITAL CORPORATION
(Required Information) | |
| 2. REGISTERED AGENT | National Registered Agents, Inc. /s/ Stephanie Thomas
First Middle Last | NEW AGENT MUST
MUST SIGN ABOVE |
| 3. REGISTERED ADDRESS | 879 W. Baxter Drive
Street Address Requested | |
| 4. CITY, STATE & ZIP | South Jordan, UT 84095
Registered Agent Must Be in Utah | |
| 5. PURPOSE OF BUSINESS | Healthcare services | |

6. ADDRESS OF:

PRINCIPAL OFFICE

Street Address

DESIGNATED OFFICE (LLC — DOMESTIC)

City State Zip

- | | | POSITION
TO CHANGE | NAME | ADDRESS |
|-----|---|-----------------------|------|---------|
| 7. | <input type="radio"/> Add
<input type="radio"/> Remove | | | |
| 8. | <input type="radio"/> Add
<input type="radio"/> Remove | Director | | |
| 9. | <input type="radio"/> Add
<input type="radio"/> Remove | | | |
| 10. | <input type="radio"/> Add
<input type="radio"/> Remove | | | |
| 11. | <input type="radio"/> Add
<input type="radio"/> Remove | | | |
| 12. | <input type="radio"/> Add
<input type="radio"/> Remove | | | |

Under penalties of perjury and as an authorized authority, I declare that this statement of change(s), has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By /s/ Sherry Connelly

Title Asst Sec

Date 10/24/03

Mail In: PO Box 146705

Salt Lake City, UT 84114-6705

Walk In: 160 East 300 South, Main Floor

Information Center: (801) 530-4849

Toll Free: (877) 526-3994 (within Utah)

Fax: (801) 530-6438

Web Site: Imp://www.commerce.titah.gov

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RENEWAL

KLW

1424668-0142

9/28/1998

TOOELE HOSPITAL CORPORATION

HEALTHCARE SERVICES

211 S. 100 STREET

TOOELE UT 84074

X PRESIDENT/DIRECTOR

MICHAEL T. PORTACCI

155 FRANKLIN ROAD
SUITE 400
BRENTWOOD TN 37027

X PRESIDENT/DIRECTOR

GARY D. NEWSOME

155 FRANKLIN ROAD
SUITE 400
BRENTWOOD TN 37027

By Robin J. Keck (Officer)

/s/ Robin J. Keck

Assistant Secretary

8-30-04

TOOELE HOSPITAL CORPORATION

DIRECTORS

Michael T. Portacci
W. Larry Cash
Rachel A. Seifert

OFFICERS

Michael T. Portacci-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP/Controller
Robert A. Horrar, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual. & Resource Management
Terry H. Hendon – VP, Acquisitions & Dev.
Robert O. Horrar — AVP, Business Development and Managed Care
Larry Carlton-AVP, Revenue Management
Sherry A. Connelly-Asst. Sec
Kimberly A. Wright -Asst. Sec
Robin J. Keck – Asst. Sec

ADDRESS FOR ALL OFFICERS AND DIRECTORS: 155 FRANKLIN ROAD, SUITE 400, BRENTWOOD, TN 37027

State of Utah
DEPARTMENT OF COMMERCE
Division of Corporation & Commercial Code

This form must be type written or computer generated.

Non-Refundable Processing Fee: \$12.00

RENEWAL

JH

Important: Read Instructions before completing form

- Corporation Limited Liability Company Limited Partnership Business Trust
 DBA Limited Liability Partnership Trademark

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Entity File Number: 1424668-0142

Registration Date: 09/28/98

Entity Name: TOOELE HOSPITAL CORPORATION

Business Purpose: HEALTHCARE SERVICES

Registered Agent:

Signature:

Registered Address: Address:

Utah Street Address City: State: UT Zip:

Required, PO Boxes
can be listed on the
line below the Street
Address

Principal Office: Address: 155 FRANKLIN ROAD SUITE 400

City: BRENTWOOD State: TN Zip: 37027

Add Director Name: GARY D. NEWSOME
Address: 155 FRANKLIN ROAD SUITE 400

Remove
Change City: BRENTWOOD State: TN Zip: 37027
Signature (if required):

Add Name: SEE ATTACHED LIST
Remove Address:

Change	<input type="radio"/>	City: State: Zip: Signature (if required)
Add	<input type="radio"/>	Name:
Remove	<input type="radio"/>	Address:
Change	<input type="radio"/>	City: State: Zip: Signature (if required)
Add	<input type="radio"/>	Name:
Remove	<input type="radio"/>	Address:
Change	<input type="radio"/>	City: State: Zip: Signature (if required)
Add	<input type="radio"/>	Name:
Remove	<input type="radio"/>	Address:
Change	<input type="radio"/>	City: State: Zip: Signature (if required)
Add	<input type="radio"/>	Name:
Remove	<input type="radio"/>	Address:
Change	<input type="radio"/>	City: State: Zip: Signature (if required)

Under penalties of perjury and as an authorized authority, I declare this statement of change(s), has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

BY /s/ Robin J. Keck
Signature of Authorizing Party

Title Asst. Secretary

Date 8/25/05

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TOOELE HOSPITAL CORPORATION

DIRECTORS

Michael T. Portacci
W. Larry Cash
Rachel A. Seifert

OFFICERS

Michael T. Portacci-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP/Controller
Robert A. Hollar, VP/Admin Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual. & Resource Management
Terry H. Hendon — VP, Acquisitions & Dev.
Robert O. Hollar — VP, Business Development and Managed Care
Larry Carlton-VP, Revenue Management
Sherry A. Mori-Asst. Sec
Kimberly A. Wright -Asst. Sec
Robin J. Keck — Asst. Sec

Address for all officers and directors: 155 Franklin Road Suite 400, Brentwood, TN 37027

State of Utah
DEPARTMENT OF COMMERCE
Division a Corporations & Commercial Code
Corporation Registration Information Change Form

Non-refundable Processing Fee \$12.00

Entity File Number 1424668-0142

Entity Name: TOOELE HOSPITAL CORPORATION

For each Yes button that you mark the question will appear below for you to fill out.

Do you want to Change the Business Purpose? Yes No

Do you want to Change the Registered Agent or the Address of the Registered Agent? Yes No

Do you want to Change the Principal Address of the Business Entity? Yes No

Do you want to Add individuals to the Business Entity? Yes No

Do you want to Remove individuals from the Business Entity? Yes No

Do you want to Change the Address of the Business Entity's principal(s)? Yes No

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

Under penalties of perjury, and as an authorized authority, I declare that the statement of change(s), has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

BY: Robin J. Keck

Signature of Authorizing Party: /s/Robin J. Keck

Title: Asst. Secretary

Date: 8-24-06

If Yes, what is the new Principal Address?

Address: 7100 COMMERCE WAY SUITE 100, BRENTWOOD, TN 37027

If Yes, who do you want to Add to the Business Entity and what Position will they hold?

Name: SEE ATTACHED LIST

Address:

Position:

Name:

Address:

Position:

Name:

Address:

Position:

TOOELE HOSPITAL CORPORATION

DIRECTORS:

Michael T. Portacci
W. Larry Cash
Rachel A. Seifert

OFFICERS:

Michael T. Portacci-President
W. Larry Cash-Exec VP/CFO
Rachel A. Seifert-SVP/Sec/Gen Counsel
Martin G. Schweinhart-SVP, Operations
Kenneth D. Hawkins — SVP, Acquisitions and Development
James W. Doucette-VP, Finance and Treasurer
T. Mark Buford-VP/Controller
Robert A. Horror, VP/Admin
Linda Parsons-VP/Hum.Res.
Carolyn S. Lipp-SVP/Qual. & Resource Management
J. Gary Seay-VP & CIO
Gerald A. Weissman-VP, Medical Staff Development
Terry H. Hendon – VP, Acquisitions & Dev.
Robert O. Horrarr — VP, Business Development
Larry Canton-VP, Revenue Management
Tim G. Marlette – VP, Materials Mgmt
Kathie G. Thomas – VP, Home Health Services
Sherry A. Mori-Asst. Sec
Robin J. Keck – Asst. Sec

National Registered Agents, Inc.
395 W. 2900 N.
Pleasant Grove, UT 84062

BYLAWS OF
TOOELE HOSPITAL CORPORATION

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Salt Lake City, County of Salt Lake, State of Utah.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Utah as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Utah, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Utah or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Utah.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Utah Revised Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Utah, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Utah Revised Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Utah Revised Business Corporation Act, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Utah Revised Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Utah Revised Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Utah Revised Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 21st day of September, 1998.

ARTICLES OF INCORPORATION
OF
EMPORIA HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator or a corporation, pursuant to Chapter 9 of Title 13.1 of the Code of Virginia (the "Virginia Code"), hereby adopts the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the Corporation is Emporia Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Virginia Code.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

(a) The address of the principal office of the Corporation's registered office in this State and the name of its registered agent at such address is:

Steven D. Gravely, Esq.

1111 East Main Street, Suite 1500

Richmond, VA 23219

City of Richmond, Virginia

(b) The initial registered agent is a member of the Virginia State Bar and a resident of Virginia.

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Virginia D. Lancaster

Community Health Systems, Inc.

155 Franklin Road, Suite 400

Brentwood, Tennessee 37027

ARTICLE VIII

To the fullest extent permitted by Virginia law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which invoke intentional misconduct or a knowing violation of law, (iii) under Section 13.1-692.1 of the Virginia stock Corporation Act or (iv) for any transaction from which the director derived any improper personal benefit. If the Virginia Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Virginia Code as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect an right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Virginia Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability, and loss (including, without limitation, attorneys' fees, judgments, fines, excise tax, or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue with respect to an indemnatee who has ceased to be a director or officer and shall inure to the benefit of the indemnatee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings, to enforce rights to indemnification, the Corporation shall indemnify any such indemnatee in connection with a proceeding initiated by such indemnatee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred by this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending an such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Virginia Code requires, an advancement of expenses incurred by an indemnatee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnatee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Virginia Code. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Virginia Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Virginia Code.

I. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Virginia Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of January, 1999.

/s/ Virginia D. Lancaster

Virginia D. Lancaster, Incorporator

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

January 11, 1999

The State Corporation Commission has found articles submitted on behalf of accompanying
EMPORIA HOSPITAL CORPORATION

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective January 1, 1999.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By: /s/ [cannot read name]

Commissioner

BYLAWS OF
EMPORIA HOSPITAL CORPORATION

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Richmond, County of Henrico, State of Virginia.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Virginia as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Virginia, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list

shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Virginia or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Virginia.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the

members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall

take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Virginia Stock Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Virginia, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a

meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an “indemnitee”) who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Virginia Stock Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney’s fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Virginia Stock Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a

suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Virginia Stock Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Virginia Stock Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Virginia Stock Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 11th day of January, 1999.

ARTICLES OF INCORPORATION
OF
FRANKLIN HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation, pursuant to Chapter 9 of Title 13.1 of the Code of Virginia (the "Virginia Code"), hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the Corporation is Franklin Hospital Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Virginia Code.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is one thousand (1,000) shares of \$.01 per share par value Common Stock.

ARTICLE V

(a) The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:

Steven D. Gravely, Esq.

1111 East Main Street, Suite 1500

Richmond VA 21219

City of Richmond, Virginia

(b) The initial registered agent is a member of the Virginia State Bar and a resident of Virginia,

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Virginia D. Lancaster

Community Health Systems, Inc.

155 Franklin Road, Suite 400

Brentwood, Tennessee 37027

ARTICLE VIII

[First paragraph of this section cannot be read visually or via OCR.]

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Virginia Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto). against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators: provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification the Corporation shall indemnify such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Virginia Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of any undertaking (hereinafter an "undertaking"), by or on behalf of

such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of indemnitee to Bring Suit. If a claim under paragraph (A) of this Article not paid in full by the Corporation within sixty days after a written claim has been received by the corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty day), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that the indemnitee has not met the applicable standard of conduct set forth in the Virginia Code. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Virginia Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter require under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Virginia Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Virginia Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of October, 1999.

/s/ Virginia D. Lancaster

Virginia D. Lancaster, Incorporator

COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

October 25, 1999

The State Corporation Commission has found the accompanying articles submitted on behalf of Franklin Hospital Corporation

to comply with the requirements of law, and confirms payment of all required fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective October her 25, 1999.

The corporation is granted the authority conferred on it by law in accordance with the articles subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By /s/ [cannot read name]

Commissioner

BYLAWS OF
FRANKLIN HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Richmond, County of Henrico, State of Virginia.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Virginia as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Virginia, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Virginia or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Virginia.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Virginia Stock Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Virginia, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Virginia Stock Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or

part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Virginia Stock Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Virginia Stock Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Virginia Stock Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Virginia Stock Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 25th day of October 1999.

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

ARTICLES OF ORGANIZATION OF A
DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows

- 1. The name of the limited liability company is Petersburg Hospital Company, LLC
- 2. A. The name of the limited liability company's initial registered agent is Corporation Service Company
- B. The registered agent is (mark appropriate box):
 - (1) an INDIVIDUAL who is a resident of Virginia and
 - a member or manager of the limited liability company
 - an officer or director of a corporation that is a member or manager of the limited liability company
 - a general partner of a general or limited partnership that is a member or manager of the limited liability company
 - a trustee of a trust that is a member or manager of the limited liability company
 - a member of the Virginia State Bar

OR

(2) a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia

3. The limited liability company's initial registered office address, which is identical to the business office of the initial registered agent, is:

11 South 12th Street
Richmond, VA 23218.

which is located in the city or county of Richmond

4. The limited liability company's principal office is located at
155 Franklin Rd. Suite 400
Brentwood, TN 37027

5. Signature
/s/Robin Joi Keck

5/1/03
(date)

Robin Joi Keck
(printed name)

(615) 309-5107
(telephone number (optional))

SEE INSTRUCTIONS ON THE REVERSE

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

May 2, 2003

The State Corporation Commission has found the accompanying articles submitted on behalf of
Petersburg Hospital Company, LLC

to comply with the requirements of law and confirms payment of all required fees

Therefore, it is ORDERED that this CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the
Commission May 2, 2003.

STATE CORPORATION COMMISSION

By /s/T. V. Morrison
Commissioner

COMMONWEALTH OF VIRGINIA

State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of the articles of organization filed in this office by Petersburg Hospital Company, LLC.

Nothing more is hereby certified.

[SEAL]

Signed and Sealed at Richmond on this Date: July 3, 2007

/s/John H. Peck

Joel H. Peck Clerk of the Commission

LIMITED LIABILITY COMPANY AGREEMENT
OF
PETERSBURG HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (“Agreement”) is made as of 30 day of July, 2003, by and between (i) Virginia Hospital Company, LLC, a Virginia limited liability company, and (ii) Community Health Investment Corporation, a Delaware corporation. The foregoing parties are collectively referred to herein as “Members” and individually as a “Member.” For purposes of this Agreement, the term “Members” includes all persons then acting in such capacity in accordance with the terms of this Agreement.

1. FORMATION.

1.1 Formation. The Members do hereby form a limited liability company (the “Company”) pursuant to the provisions of the Virginia Limited Liability Company Act (“Act”).

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Petersburg Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027, or at such other place as shall be determined by the Board (as hereinafter defined) in accordance with the Act. The books of the Company shall be maintained at such registered place of business or such other place that the Board shall deem appropriate. The Company shall designate an agent for service of process in Virginia in accordance with the provisions of the Act. The Board shall maintain, at the Company’s principal office, those items referred to in Section 13.1-1028A of the Act.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

- (a) To acquire, own, manage and operate certain healthcare facilities.
- (b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Members from time to time.
- (c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company’s Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Virginia Secretary of State’s Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contributions of Members. The interests of the Members shall be divided into units (“Units”). The total number of Units that the Company is initially authorized to issue is 100 Units. Each of the Members has been issued the number of Units listed on Exhibit A.

4.2 Additional Capital Contributions. In order to raise additional capital or for any other proper purpose, the Board is authorized (without the consent of the Members) to issue additional Units from time to time to Members or to other persons and to admit such persons as Members. The Board shall have sole and complete discretion in determining the consideration and terms and conditions with respect to any future issuance of Units. In addition, the Board is authorized to cause the issuance of any other type of security (including, without limitation, secured or unsecured debt securities and securities convertible into or otherwise granting a right to acquire any class of Units) from time to time to Members or other persons on terms and conditions established in the sole and complete discretion of the Board. In connection with future issuances of Units, the Board shall do all things necessary to comply with the Act and is authorized and directed to do all things it deems to be necessary or advisable in connection with any such future issuances, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any stock exchange on which the Units are listed for trading.

4.3 Loans from Interest Holders. If the Company has a temporary need for funds, the Company may borrow such funds from, among others, one or more of its Members or assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as “Interest Holders”) on such terms and conditions as shall be agreed to by the Board and such Interest Holders.

4.4 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. Except as provided in Section 4.1, no Interest Holder shall be obligated to contribute funds or loan money to the Company.

4.5 No Interest on Capital Contributions. No Interest Holder shall be entitled to interest on any capital contributions made to the Company.

4.6 No Withdrawal of Capital. No Member shall be entitled to withdraw any part of the Member’s capital contributions to the Company, except as provided in Section 15. No Member shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

4.7 Capital Account. There shall be established on the books of the Company a capital account (“Capital Account”) for each Interest Holder. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the initial capital contribution of the Interest Holder and thereafter shall be increased by (i) any cash or the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the contributed property is

subject) and (ii) the amount of all net income (whether or not exempt from tax) and gain allocated to such Interest Holder hereunder, and decreased by (i) the amount of all net losses allocated to such Interest Holder hereunder (including expenditures described in section 705(a)(2)(B) of the Internal Revenue Code of 1986, as amended (“Code”), or treated as such an expenditure by reason of Treas. Reg. § 1.704-1(b)(2)(iv)(i)) and (ii) the amount of cash, and the fair market value of property (net of any liabilities assumed by such Interest Holder or to which the distributed property is subject), distributed to such Interest Holder pursuant to Sections 9 and 15. If the Company has made an election under section 754 of the Code, Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-1(b)(2)(iv)(m). If an Interest Holder transfers all or any part of such Interest Holder’s Units in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Units transferred.

4.8 No Preemptive Rights. No Interest Holder shall have any preemptive, preferential or other right with respect to (i) additional contributions to the capital of the Company, (ii) issuance or sale of Units, whether unissued or treasury, (iii) issuance of any obligations, evidences of indebtedness or other securities of the Company convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase or subscribe to, any such unissued or treasury Units, (iv) issuance of any right of subscription to or right to receive, or any warrant or option for the purchase of, any of the foregoing securities or (v) issuance or sale of any other securities that may be issued or sold by the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company’s principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company’s business and affairs. Upon reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by such Member’s duly authorized representatives during normal business hours and may be copied at such Member’s expense.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year (“Fiscal Year”).

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health System, Inc. on behalf of its affiliated hospitals and health care facilities.

7. ALLOCATION OF NET INCOME AND NET Loss.

7.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, the net income and net loss of the Company for each Fiscal Year, computed without regard to net gains resulting from the sale or other disposition of any hospital owned by the Company, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests. For purposes of this Agreement, the term “Percentage Interest” shall mean the percentage that the number of Units owned by an Interest Holder bears to the aggregate number of Units owned by all of the Interest Holders.

(b) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder’s Capital Account (excluding from such Interest Holder’s deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. § 1.704- 1(b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder’s Capital Account as quickly as possible. If there is an allocation to an Interest Holder pursuant to this Section 7.1(b), then future allocations of net income pursuant to Section 7.1 shall be adjusted so that those Interest Holders who were allocated less income, or a greater amount of loss, by reason of the allocation made pursuant to this Section 7.1(b), shall be allocated additional net income in an equal amount. It is the intention of the parties that the provisions of this Section 7.1(b) constitute a “qualified income offset” within the meaning of Treas. Reg. § 1.704- 1(b)(2)(ii)(d), and such provisions shall be so construed.

(c) If there is a net decrease in the Company’s Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year (and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder’s share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1.704-2(i)(5), as applicable) of the net decrease in the Company’s Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if any of the exceptions set forth in Treas. Reg. §§ 1.704-2(f) or 1.704-2(i)(4) apply. It is the intention of the parties that this provision constitute a “minimum gain chargeback” within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(d) Notwithstanding anything herein to the contrary, the Company’s partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(1).

(e) Notwithstanding the provisions of Section 7.1(a), no net losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a deficit balance in such Interest Holder’s Capital Account (excluding from such Interest Holder’s deficit Capital Account any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)). In such case, the net loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders

to whom such loss can be allocated without violation of the provisions of this Section 7.1(e) in proportion to their respective Percentage Interests among themselves.

(f) Notwithstanding the provisions of Section 7.1(a), to the extent losses are allocated to the Interest Holders by virtue of Section 7.1(e), the net income of the Company thereafter recognized shall be allocated to such Interest Holders (in proportion to the losses previously allocated to them pursuant to Section 7.1(e)) until such time as the net income of the Company allocated to them pursuant to this Section 7.1(f) equals the net losses allocated to them pursuant to Section 7.1(e).

(g) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Board. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each taxable year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

7.2 Allocation of Excess Non recourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3)(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests.

7.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event of (i) the transfer of all or any part of an Interest Holder's Units (in accordance with the provisions of this Agreement), (ii) the admission of a new Member or (iii) disproportionate capital contributions, at any time other than at the end of a Fiscal Year, the transferring Interest Holder's, new Member's or Interest Holders' shares of the Company's income, gain, loss, deductions and credits allocable to such Units, as computed both for accounting purposes and for Federal income tax purposes,

shall be allocated between the transferor Interest Holder and the transferee Interest Holder (or Interest Holders), the new Member and the other Interest Holders, or among the Interest Holders, as the case may be, in the same ratio as the number of days in such Fiscal Year before and after the date of such transfer, admission or disproportionate capital contributions; provided, however, that the Board shall have the option to treat the periods before and after the date of such transfer, admission or disproportionate capital contributions as separate Fiscal Years and allocate the Company's net income, gain, net loss, deductions and credits for each of such deemed separate Fiscal Years in accordance with the Interest Holders' respective interests in the Company for such deemed separate Fiscal Years. Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

8. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

8.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the net income or net loss of the Company allocated to them pursuant to Section 7.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of gain provided for in Section 7.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated in the manner provided in Treas. Reg. § 1.1245-1(e) (regardless of whether real property or personal property is involved).

8.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Board.

8.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

8.4 Tax Matters Partner.

(a) The tax matters partner ("TMP") for the Company shall be Virginia Hospital Company, LLC so long as it is a Member. The TMP shall have such authority as is granted a TMP under the Code.

(b) The TMP shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel, as well as all other expenses incurred by the TMP in serving as the TMP, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the TMP against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be

involved by reason of it being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be the scope of the TMP's authority and for a purpose which the TM') reasonably believed to be in the best interests of the Company or the Interest Holders. The TMP shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the TMP would otherwise be subject by reason of willful misconduct or gross negligence in its duties involved in acting as TMP.

9. DISTRIBUTIONS. The Board shall determine whether distributions shall be made to the Members or whether the cash of the Company shall be reinvested for Company purposes.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, David L. Miller, W. Larry Cash and Rachel A. Seifert. Directors shall be elected at the first annual members' meeting and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Members. A director shall be removed by the Members only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Members may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Virginia. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors

participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice-Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice-Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 11.11. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and Members' meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Members and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Members. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Virginia corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as

from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Virginia corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Members' meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Members, which shall be furnished to the Secretary by the Members, sign with the President or a Vice-President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Virginia corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice-President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Members or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company unless they have engaged in willful misconduct or a knowing violation of the criminal law.

12.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Members or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(d) Any repeal or modification of this Section 12.2 by the Members shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Interest Holders, directors, officers

and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor any Interest Holder shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Interest Holders shall not be obligated to present any particular noncompeting business opportunity of a character which, if presented to the Company, could be taken by the Company and each Interest Holder and their Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company and the Interest Holders. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived there from. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, no Member, solely by virtue of his or her status as a Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. No Interest Holder shall have any right to participate in the management or control of the Company's business.

14.2 Meetings. Meetings of the Members may be called by the Chairman, the chief executive officer or the Board, and shall be called by the chief executive officer at the demand of the holders of at least 20% of all votes entitled to be cast on any issue proposed to be considered at the proposed meeting, provided that such requisite number of Members sign, date and deliver to the Secretary of the Company one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a meeting shall be the date the first Member signs the demand.

14.3 Place of Members' Meeting. The Board may designate any place within or without the State of Virginia as the place for any meeting of the Members called by the Board. If no designation of place is properly made, the place of the meeting shall be at the principal office. If a meeting is called at the demand of the Members and the Members designate any place, either within or without the State of Virginia, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the principal office.

14.4 Action Without Meeting. Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

14.5 Notice of Meetings. Meetings of the Members may be held without notice of the date, time, place or purpose of the meeting.

14.6 Quorum and Voting. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Members shall be entitled to one vote for each Unit owned. Unless this Agreement provides otherwise, if a quorum exists, action on any matter shall be approved if the votes cast favoring the action exceed the votes cast opposing the action.

14.7 Record Date. The Board may fix a record date of the Members of not more than 70 days before the meeting or action requiring a determination of the Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote at, a Members' meeting shall be effective for any adjournment of the meeting unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Board in accordance with this Agreement, the record date for determining the Members entitled to notice of and to vote at an annual or special Members' meeting shall be the day before the first notice is delivered to the Members, and the record date for any consent action taken by the Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

14.8 Proxies. At all meetings of the Members, the Members may vote their Units in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Secretary, or other officer or agent authorized to tabulate votes. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Secretary or such other officer or agent authorized to tabulate votes has received written notice thereof. All proxies shall be filed with the Secretary or the person authorized to tabulate votes before or at the time of the meeting.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Members to dissolve the Company or the sale or other disposition of all, or

substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Members' resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Board determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Interest Holders, in accordance with their respective Capital Accounts; provided, however, that if the Board has established any reserves in accordance with the provisions of Section 15.3(a), then the distributions pursuant to this Section 15.3(b) (including distributions of such reserve) shall be pro rata in accordance with the balances of the Interest Holders' Capital Accounts.

16. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

16.1 Assignment of an Interest Holder's Units. An Interest Holder may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Interest Holder's Units. If the Interest Holder was a Member, the transferee of the Units shall automatically become a substitute Member in the place of the Member.

16.2 Bankruptcy, Dissolution, Etc. of Interest Holders. Upon the occurrence of any of the events set forth in Section 13.1-1040 subsection 6 through 12 of the Act with respect to a Member, the successor-in-interest of such Member shall have all of the rights of a Member for the purposes of managing such Member's affairs and, if the Interest Holder was a Member, automatically become a substitute Member in place of the Member.

16.3 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice-President and by the Secretary or an Assistant Secretary, if such offices be created and filled, or signed by two officers designated by the Board to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled,

except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Board may prescribe.

17. GENERAL.

17.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery, transmitted by confirmed telephonic facsimile (fax) or transmitted by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office; and

(2) If given to an Interest Holder, to the Interest Holder at the address set forth in the records of the Company.

(b) All notices, demands and requests shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service, upon transmission of a confirmed fax, or upon being deposited in the United States mail in the manner provided in Section 17.1. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service, the date on the confirmation of a fax, or the date on the return receipt, as applicable; provided, however, that if any party rejects delivery, then the time for a response shall commence to run two days following the mailing of the notice.

17.2 Amendment.

(a) Except as provided in Section 17.2(b), this Agreement may be modified or amended from time to time only upon the consent of the holders of a majority of the Units.

(b) In addition to any amendments authorized by Section 17.1(a), this Agreement may be amended from time to time by the Board without the consent of the Members to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

17.3 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

17.4 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information or trade secrets of the Company, including personnel information, secret processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (i) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (ii) any information which is disclosed upon the consent of the Board. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) Each Interest Holder agrees that the Company would be irreparably damaged by reason of any violation of the provisions of Section 17.4(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 17.4 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

17.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

17.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circum-stances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17.7 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

17.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Virginia without regard to its conflict of laws rules.

17.9 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof

17.10 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the date and year first written above.

VIRGINIA HOSPITAL COMPANY, LLC

By: /s/Rachel A. Seifert

Name: RACHEL A. SEIFERT

Title: SENIOR VICE PRESIDENT AND GENERAL COUNSEL

COMMUNITY HEALTH INVESTMENT CORPORATION

By: /s/Rachel A. Seifert

Name: RACHEL A. SEIFERT

Title: SENIOR VICE PRESIDENT AND GENERAL COUNSEL

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Virginia Hospital Company, LLC 155 Franklin Road, Suite 400 Brentwood, Tennessee 37027	\$99.00	99
Community Health Investment Corporation 155 Franklin Road, Suite 400 Brentwood, Tennessee 37027	\$ 1.00	1

ARTICLES OF INCORPORATION

OF

RUSSELL COUNTY MEDICAL CENTER, INC.

The undersigned, pursuant to Chapter 9 of Title 13.1 of the Code of Virginia, states as follows:

1. The name of the Corporation is: Russell County Medical Center, Inc.
 2. The number of shares that the Corporation is authorized to issue is One Thousand (1,000) shares of \$.01 par value per share common stock.
 3. (a) The Corporation's initial registered office address, including street and number, is:
5511 Staples Mill Road, Richmond, Virginia 23228.
(b) The registered office is located in the County of Henrico, Virginia
 4. (a) The name of the Corporation's initial registered agent, whose business address is identical with the above registered office, is Edward R. Parker.
(b) The initial registered agent is a member of the Virginia State Bar and a resident of Virginia.
 5. The name and address of the incorporator is Michael R. Hill, 1200 One Sovran Plaza, Davidson County, Nashville, Tennessee 37239.
 6. The business and affairs of the Corporation shall be managed by a Board of Directors. The number of directors and their term shall be specified in the Bylaws of the Corporation.
 8. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for acts or omissions specified in Section 13.1-692.1 of the Virginia Stock Corporation Act, (iv) under Section 13.1-692 of the Virginia Stock Corporation Act or (v) for any transaction from which the director derives an improper personal benefit. If the Virginia Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Virginia Code, as so amended. Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.
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9. Indemnification:

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Virginia Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Virginia Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Virginia Code. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Virginia Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal

counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Virginia Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Virginia Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

10. The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

Dated this 6th day of August, 1991.

/s/ Michael R. Hill
Michael R. Hill, Incorporator
200 One Sovran Plaza
Nashville, Tennessee 37239

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

August 7, 1991

The State Corporation Commission has found the accompanying articles submitted on behalf of
RUSSELL COUNTY MEDICAL CENTER, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective August 7, 1991.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By /s/ Thomas P. Harwood, Jr.

Commissioner

BYLAWS OF
RUSSELL COUNTY MEDICAL CENTER, INC.

ARTICLE I
OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Richmond, County of Henrico, State of Virginia.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Virginia, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Virginia, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The first board of directors shall consist of the number of directors named in the articles of incorporation. Thereafter, the number of directors which shall constitute the entire board of directors shall be determined by resolution of the board of directors at any meeting thereof or by the shareholders at any meeting thereof. Directors need not be residents of Virginia or shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining

directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Virginia.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The board of directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as directors and as members of committees of the board of directors. The board of directors shall also have power in its discretion to provide for and to pay to directors rendering services to the corporation not ordinarily rendered by directors as such, special compensation appropriate to the value of such services as determined by the board of directors from time to time. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President and the Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Virginia Stock Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When

authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Virginia, at such place

or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Virginia Stock Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the

right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Virginia Stock Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Virginia Stock Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Virginia Stock Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Texas Business Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The undersigned officer of the corporation hereby confirms that the above bylaws were duly adopted as the bylaws of the corporation as of the 30th day of August, 1991.

/s/ Linda K. Parsons
Linda K. Parsons, Secretary

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

LLC-1011 (05/02)

ARTICLES OF ORGANIZATION OF A
DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia the undersigned states as follows

1 The name of the limited liability company is Virginia Hospital Company, LLC

2. A. The name of the limited liability company's initial registered agent is Corporation Service Company

B The registered agent is (mark appropriate box):

(1) an INDIVIDUAL who is a resident of Virginia and

a member or manager of the limited liability company.

an officer or director of a corporation that is a member or manager of the limited liability company

a general partner of a general or limited partnership that is a member or manager of the limited liability company.

a trustee of a trust that is a member or manager of the limited liability company.

a member of the Virginia State Bar.

OR

(2) a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

3. The limited liability company's initial registered office address, which is identical to the business office of the initial registered agent, is: 11 South 12 Street Richmond, VA 23218

which is located in the city or county of Richmond

4 The limited liability company's principal office is located at

155 Franklin Rd , Suite 400

Brentwood, TN 37027

5. /s/ Robin Joi Keck

Organizer

5/6/03

Date

Robin Joi Keck
Printed Name

(615) 309-5107
(telephone number optional)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

May 7, 2003

The State Corporation Commission has found the accompanying articles submitted on behalf of Virginia Hospital Company, LLC to comply with the requirements of law, and confirms payment of all required fees

Therefore, it is ORDERED that this

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission May 7, 2003.

STATE CORPORATION COMMISSION

By: /s/ (Not legible)
Commissioner

LIMITED LIABILITY COMPANY AGREEMENT

OF

VIRGINIA HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 30 day of July, 2003, by CHS/Community Health Systems, Inc., a Delaware corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Virginia Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Virginia Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027, or at such other place as shall be determined by the Board (as hereinafter defined) in accordance with the Act. The books of the Company shall be maintained at such registered place of business or such other place that the Board shall deem appropriate. The Company shall designate an agent for service of process in Virginia in accordance with the provisions of the Act. The Board shall maintain, at the Company's principal office, those items referred to in Section 13.1-1028A of the Act.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Member from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Virginia Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The interest in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has been issued the number of Units listed on Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health System, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET Loss.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, David L. Miller, W. Larry Cash and Rachel A. Seifert. Directors shall be elected at the first annual meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Virginia. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the

Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 11.11. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the

officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Virginia corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Virginia corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Virginia corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company unless they have engaged in willful misconduct or a knowing violation of the criminal law.

12.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee

benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member

shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular noncompeting business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. The Member shall not have any right to participate in the management or control of the Company's business.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. The transferee of the Units shall automatically become a substitute Member in the place of the Member.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Section 13.1-1040.1 subsections 6 through 12 of the Act with respect to the Member, the successor-in-interest of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Board may prescribe.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Virginia without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Member has duly executed this Agreement as of the date and year first written above.

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ RACHEL A. SEIFERT

Name: Rachel A. Seifert

Title: Senior Vice President and General Counsel
("Member")

EXHIBIT A

Name and Address of Member
CHS/Community Health
Systems, Inc.

Amount of Contribution
\$100.00

Number of Units
100

155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

FILED
MAR 04 2002
IN THE OFFICE OF
JOE MANCHIN III
SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

OAK HILL HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the West Virginia Corporation Act (the "Act"), does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Oak Hill Hospital Corporation.

ARTICLE TWO

The complete address of the corporation's principal office in West Virginia is 1600 Laidley Tower, Charleston, WV 25301. The complete address of the corporation's principal office outside of West Virginia is 155 Franklin Road, Suite 400, Brentwood, Williamson County, Tennessee 37027.

ARTICLE THREE

The street address of the initial registered office of the Corporation is 1600 Laidley Tower, Charleston, WV 25301; and the name of its initial registered agent at such address is Corporation Service Company.

ARTICLE FOUR

The corporation is for-profit.

ARTICLE FIVE

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of \$.01 par value per share common stock.

ARTICLE SIX

The character of business which the Corporation actually intends to conduct in the State of West Virginia is health care services and to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Act.

ARTICLE SEVEN

The provisions for the regulation of the internal affairs of the Corporation are set forth in the Bylaws of the Corporation.

ARTICLE EIGHT

The provisions granting, limiting or denying preemptive rights to shareholders are set forth in the Bylaws of the Corporation.

ARTICLE NINE

The name and address of the incorporator is:

Virginia D. Lancaster
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE TEN

The number of directors of the Corporation may be fixed by the Bylaws.

The number of directors constituting the initial board of directors if three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until a successor is elected and qualified are:

David L. Miller
155 Franklin Road, Suite 400
Brentwood, TN 37027

W. Larry Cash
155 Franklin Road, Suite 400
Brentwood, TN 37027

Rachel A. Seifert
155 Franklin Road, Suite 400
Brentwood, TN 37027

ARTICLE ELEVEN

The names of the individuals who have signature authority on documents filed with the Secretary of State until the names of the President and Secretary are filed on the annual reports are: Rachel A. Seifert, Virginia D. Lancaster or Sherry S. Connelly, 155 Franklin Road, Suite 400, Brentwood, Tennessee 37027.

ARTICLE TWELVE

The period of the Corporation's duration is perpetual.

ARTICLE THIRTEEN

Additional Provisions

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for any of the following: (a) the amount of a financial benefit received by a director to which the director is not entitled; (b) an intentional infliction of harm on the corporation or the shareholders; (c) a violation under any applicable Sections of the Act; or (d) an intentional violation of criminal law. If the Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnitee”), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys’ fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee’ s heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Thirteen shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article Thirteen or otherwise.

Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article Thirteen is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit

against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Thirteen or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article Thirteen shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Act.

Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Thirteen or as otherwise permitted under the Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Bylaws. The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

ARTICLE FOURTEEN

The number of pages attached and included in these Articles is 5.

IN WITNESS WHEREOF, I have hereunto set my hand, this 26th of February, 2002.

/s/Virginia D. Lancaster
Virginia D. Lancaster
155 Franklin Road, Suite 400
Brentwood, TN 37027

NOTARY

State of Tennessee)
)
County of Williamson)

Sworn to before me this 26th day of February, 2002.

Seal

/s/Sherry A. Donnelly
Sherry A. Donnelly, Notary Public

My commission expires: 10-19-04

RETURN TO:
Roy Martin Services
2106 Kanawha Blvd E, Suite A610
Charleston, WV 25311

BYLAWS OF
OAK HILL HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Charleston, County of Kanawha, State of West Virginia.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of West Virginia as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of West Virginia, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period often days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Pennsylvania or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of West Virginia.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of

stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the West Virginia Corporation Act, as amended, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the

fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of West Virginia, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the West Virginia Corporation Act, as amended, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if

such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the West Virginia Corporation Act, as amended, requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the West Virginia Corporation Act, as amended. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the West Virginia Corporation Act, as amended, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the West Virginia Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 4th day of March, 2002.

FILED: 11/10/2003
CID: 1999-00349020
WY Secretary of State
Doc. ID: 2003-00457419
261919

STATEMENT OF CHANGE OF REGISTERED AGENT/REGISTERED OFFICE

Wyoming Secretary of State
Corporations Division
The State Capitol Building
Cheyenne, WY 82002-0020

Phone (307) 777-7311/7312
Fax (307) 777-5339
E-mail: corporations@state.wy.us

1. The name of the corporation is: EVANSTON HOSPITAL CORPORATION
2. The street address of its current registered office is:
1821 Logan Avenue
Cheyenne, WY 82001
3. The street address of its new registered office is:
1821 Logan Avenue
Cheyenne, WY 82001
4. The name of its current registered agent is: Corporation Service Company
5. The name of its new registered agent is: National Registered Agents, Inc.
6. That, after the change or changes are made, the street address of its registered office and the business office of its registered agent will be identical.

Date: October 23, 2003

Signed: /s/ Kimberly J. Wright
Title: Asst. Sec.
(May be executed by Chairman of Board,
President of another of its officers.)

Filing Fee: For 1 — 5 Statement of Changes \$20.00 each
For more than 5 Statement of Changes \$10.00 each

CONSENT TO APPOINTMENT BY REGISTERED AGENT

Wyoming Secretary of State
Corporations Division
The State Capitol Building
Cheyenne, WY 82002-0020

Phone (307) 777-7311/7312
Fax (307) 777-5339
E-mail: corporations@state.wy.us

I, National Registered Agents, Inc., voluntarily consent to serve as the registered agent for EVANSTON HOSPITAL CORPORATION on the date shown below.

The registered agent certifies that he is: (circle one)

- (a) An individual who resides in this state and whose business office is identical with the registered office;
- (b) A domestic corporation or not-for-profit domestic corporation whose business office is identical with the registered office; or
- (c) A foreign corporation or not-for-profit foreign corporation authorized to transact business in this state whose business office is identical with the registered office.

Dated this 7th day of November, 2003.

National Registered Agents, Inc.

by: /s/ Stephanie Thomas
Signature of Registered Agent

FILED
SEP 7 99 3 4 9 0 2 0
WYOMING
SECRETARY OF STATE

ARTICLES OF INCORPORATION OF EVANSTON HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Wyoming Business Corporation Act, (the "Act") hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Evanston Hospital Corporation.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The corporation is for profit.

ARTICLE FOUR

The purpose for which the Corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Act.

ARTICLE FIVE

The aggregate number of shares of all classes which the Corporation shall have authority to issue is One Thousand (1,000) shares Common Stock with a par value of \$.01 per share.

ARTICLE SIX

The street address of its initial registered office is 1821 Logan Avenue, Cheyenne, WY 82001, and the name of its initial registered agent at such address is Corporation Service Company.

ARTICLE SEVEN

The complete address of the corporation's principal office is 155 Franklin Road, Suite 400, Brentwood, Williamson County, Tennessee 37027.

ARTICLE EIGHT

Election of the Directors need not be by written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE NINE

The name and address of the incorporator is:

Virginia D. Lancaster
c/o Community Health Systems, Inc.
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE TEN

To the fullest extent permitted by Wyoming law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under any applicable sections of the Act, or (iv) for any transaction from which the director derived an improper personal benefit. If the Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE ELEVEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) of this Article Eleven with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of

Directors of the Corporation. The right to indemnification conferred in this Article Eleven shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article Eleven or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article Eleven is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Eleven or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article Eleven shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Eleven or as otherwise permitted under the Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE TWELVE

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 2nd day of September, 1999.

/s/ Virginia D. Lancaster

Virginia D. Lancaster, Incorporator

CONSENT TO APPOINTMENT OF REGISTERED AGENT

To the Secretary of State
State of Wyoming

The undersigned corporation does hereby voluntarily consent to serve as registered agent of Evanston Hospital Corporation on the date shown below. The undersigned knows and understands the duties of a registered agent as set forth in the 1989 Wyoming Business Corporation Act.

Signed on September 3 , 1999 .

CORPORATION SERVICE COMPANY

By /s/ Karen E. Wehner
KAREN E WEHNER, ASSISTANT VICE-PRESIDENT

BYLAWS OF EVANSTON HOSPITAL CORPORATION

ARTICLE I OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Cheyenne, County of Laramie, State of Wyoming.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Wyoming as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Wyoming, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including

the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Wyoming or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall

be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Wyoming.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to

reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Wyoming Business Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be

made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Wyoming, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Wyoming Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Wyoming Business Corporation Act requires, an advancement of expenses incurred by an

indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Wyoming Business Corporation Act. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Wyoming Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation’s certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Wyoming Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect

and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 7th day of September, 1999.

Articles of Incorporation

of

QHG OF ENTERPRISE, INC.

Pursuant to the provisions of the Alabama Business Corporation Act, the undersigned hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is

QHG of Enterprise, Inc.

Article II

Duration

The duration of the corporation is perpetual.

Article III

Purposes

The corporation has been organized for the following purpose(s):

- (a) to own, operate and manage hospitals and related health care facilities and businesses; and
- (b) to transact any or all lawful business for which corporations may be incorporated under this chapter.

Article IV

Authorized Capital Stock

The number of shares which the corporation shall have the authority to issue is 1,000 and the par value of each share shall be \$1.00 for a total authorized capital of \$1,000.

Article V

Registered Office/Agent

The location and street address of its initial registered office is 57 Adams Avenue, Montgomery, Alabama 36104 and the name of its initial registered agent at such address is CSC-Lawyers Incorporating Service Incorporated.

Article VI

Board of Directors

The names and addresses of the initial Board of Directors are:

- James E. Dalton, Jr., 103 Continental Place, Brentwood, TN 37027
- Robert A. Yeager 103 Continental Place, Brentwood, TN 37027
- S. Frank Williams Jr., 103 Continental Place, Brentwood, TN 37027

Article VII
Incorporators

The name and address of the incorporator is as follows:

Gayle Jenkins
103 Continental Place
Brentwood, TN 37027

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation, on this 8th day of December, 1995,

/s/Gayle Jenkins
Gayle Jenkins
Sole Incorporator

THIS DOCUMENT PREPARED BY: INCORPORATOR

STATE OF ALABAMA
MONTGOMERY COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED ON
1995 DEC 13 AM 10:29
/s/ Walker Hobbie Jr.
JUDGE OF PROBATE

The State of Alabama
Montgomery County Probate Court

I, Walker Hobbie, Jr., Judge of Probate in and for the said County, in said State, hereby certify that the within

and foregoing pages are a full, true and complete copy of ARTICLES OF INCORPORATION OF QHG OF ENTERPRISE, INC as fully and completely as the same appears of record in this office

in Book No. 194 of Corp at page 299.

Given under my hand and official seal this

18th day of December, A.D. 1995

/s/Walker Hobbie Jr.

Judge of Probate Court Montgomery County Alabama

FILED IN OFFICE #176-166
MAY 10, 2000
SECRETARY OF STATE
STATE OF ALABAMA

STATEMENT CHANGE OF REGISTERED AGENT OR
REGISTERED OFFICE OR BOTH

Check One: FOREIGN CORPORATION
 DOMESTIC PROFIT CORPORATION SECRETARY OF STATE

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA.

State of Incorporation Alabama

1. The name of the corporation:
QHG of Enterprise, Inc.

2. The name of the pressed registered agent:
CSC-Lawyers Incorporating Services Incorporated

3. The street address of the present registered office:
57 Adams Avenue. Montgomery. AL 36104-4045

4. The name of its successor registered agent:
National Registered Agents, Inc

5. The street address to which its registered office is b be changed (street address of registered and registered office must be identical; NO PO BOX):
150 South Perry Street, Montgomery, AL 36104

6. If you are changing the street address of the registered agent, you are required to notify the corporation in writing of the change in the registered agent's address.

7. Date: Jan 25, 2000

\$5 Filing Fee

QHG of Enterprise, Inc.
Name of Corporation

Gayle Jenkins Assistant Secretary
Type or Print Corporate Officer's Name and Title

/s/Gayle Jenkins
Signature of Officer

I, National Registered Agents, Inc, consent to serve as registered agent to the above named corporation on this, the 9 day of May, 2000

National Registered Agents, Inc.

By: /s/Gaily Ward
Signature of Registered Agent

FILED IN OFFICE #176-166
JUN 11, 2001
SECRETARY OF STATE

STATE OF ALABAMA

STATEMENT OF CHANGE OF REGISTERED AGENT OR
REGISTERED OFFICE OR BOTH

Check One: FOREIGN CORPORATION
 DOMESTIC PROFIT CORPORATION SECRETARY OF STATE

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA.

State of Incorporation: ALABAMA

1. The name of the corporation:
QHG OF ENTERPRISE, INC.

2. The name of the present registered agent:
NATIONAL REGISTERED AGENTS, INC.

3. The street address of the present registered office:
150 South Perry Street, Montgomery, Alabama 36104

4. The name of its successor registered agent:
CSC-Lawyers Incorporating Service Incorporated

5. The street address (NO PO BOX) to which the registered office is to be changed (street address of registered agent and registered office must be identical):
150 South Perry Street, Montgomery, Alabama 36104

6. If you are changing the street address of the registered agent, you are required to notify the corporation in writing of the change in the registered agent's address.

7. Date: 5-12-01

QHG OF ENTERPRISE, INC.
Name of Corporation

MICHAEL L. SILHOL Asst. Secretary & Vice President
Type or Print Corporate Officer's Name and Title

/s/Michael L. Silhol
Signature of Officer

I, CSC-Lawyers Incorporating Service Incorporated, consent to serve as registered agent to the above named corporation on this, the 7 day of June, 2001

CSC-Lawyers Incorporating Service Incorporated

By: /s/Deborah D. Skipper

Signature of Registered Agent

DEBORAH D. SKIPPER, Asst. Vice President

#176-166

VIA FAX(334) 240.3138

September 21, 1995

Alabama Secretary of State
Corporations Section
11 South Union St., Suite 207
Montgomery, Alabama 36104

RE: Consent to Use of Name

Dear Sir or Madam:

The undersigned officer, on behalf of QHG of Alabama, Inc. and QHG of Gadsden, Inc., both Alabama corporations, hereby consents to the use of the name "QHG of Enterprise, Inc." for purposes of incorporating "QHG of Enterprise, Inc." in Alabama.

Sincerely,

QHG OF ALABAMA, INC.
QHG OF GADSDEN, INC.

By: /s/Gayle Jenkins
Gayle Jenkins
Assistant Secretary of each corporation

Consent
12-13-95

BYLAWS
QHG OF ENTERPRISE, INC.

ARTICLE I
Offices

The corporation may have offices at such places both within and without the State of Alabama as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II
Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Alabama.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III
Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Alabama which may be designated either by the Board of Directors or by the written consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of three directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be

countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors, meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facility

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory Board. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

CORP 019 PAGE 0483

Do not write above this line. For County and State use.

Articles of Incorporation

of

QHG OF JACKSONVILLE, INC.

Pursuant to the provisions of the Alabama Business Corporation Act, the undersigned hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is

QHG of Jacksonville, Inc.

Article II Duration

The duration of the corporation is perpetual.

Article III

Purpose

The corporation has been organized for the purpose of the transaction of any or all lawful business for which corporations may be incorporated under this chapter.

Article IV

Authorized Capital Stock

The number of shares which the corporation shall have the authority to issue is 1,000 and the par value of each share shall be \$1.00 for a total authorized capital of \$1,000.

Article V

Registered Office/Agent

The location and street address of its initial office is 57 Adams Avenue, Montgomery, AL 36104 and the name of its initial registered agent at such address is CSC-Lawyers Incorporating Service incorporated.

CORP 0196 PAGE 0484

Article V1

Board of Directors

The names and addresses of the initial Board of Directors are:

James E. Dalton, Jr. 103 Continental Place, Brentwood, TN 37027

Roland P. Richardson 103 Continental Place, Brentwood, TN 37027

S. Frank Williams, Jr. 103 Continental Place, Brentwood, TN 37027

Article VII Incorporator

The name and address of the incorporator is as follows:

Gayle Jenkins

103 Continental Place Brentwood, TN 37027

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation, on this, the 12th day of April, 1996.

/s/ Gayle Jenkins

Gale Jenkins

Sole Incorporator

THIS DOCUMENT PREPARED BY: INCORPORATOR

The State Of Alabama Montgomery Court

Probate Court

I, Walker Hobbie, Jr., Judge of Probate in and for the said County, in said State, hereby certify

that the within and foregoing pages are a full, true and complete copy of

ARTICLES OF INCORPORATION OF QHG OF JACKSONVILLE, INC.

as fully and completely as the same appears of record in this office

in Book No. 196 of corp at page 483.

Given under my hand and official seal this

19th day of April ,A.D. 1996

/s/Walker Hobbie, Jr.

Judge of Probate Court, Montgomery County, Alabama

Article VI

Board of Directors

The names and addresses of the initial Board of Directors are:

James E. Dalton, Jr. 103 Continental Place, Brentwood, TN 37027

Roland P. Richardson 103 Continental Place Brentwood, TN 37027

S. Frank Williams, Jr. 103 Continental Place, Brentwood TN 37027

Article VIII

Incorporator

The name and address of the incorporator is as follows

Gayle Jenkins

103 Continental Place

Brentwood, TN 37027

IN WITNESS WHEREOF , the undersigned incorporator has executed these Articles of
Incorporation, on this, the 12th day of April,1996.

\s\Gayle Jenkins

Gayle Jenkins, Sole Incorporator

THIS DOCUMENT PREPARED BY: INCORPORATOR

BYLAWS

QHG OF JACKSONVILLE, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of Alabama as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Alabama.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Alabama which may be designated either by the Board of Directors or by the written consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4 . Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business

notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9.. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of three directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors..The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the

annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, maybe held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facility

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory Board. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except

with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendments

These Bylaws maybe altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders

or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

FILED — Arkansas Secretary of State #100163444 10/02/1998 08:00

Instructions: File in DUPLICATE with the Secretary of State, State Capitol, Little Rock, AR 72201-1094 with payment of fees. Duplicate copy will be returned to the corporation at the listed address.

State of Arkansas — Office of Secretary of State ARTICLES OF INCORPORATION of
QHG of Springdale, Inc.

The undersigned, acting as Incorporators of a corporation under the Arkansas Business Corporation Act (Act 958 of 1987), adopt the following articles of incorporation of such Corporation:

First: The Name of the Corporation is: QHG of Springdale, Inc.

Must contain the word "Corporation", "Incorporated", "Company", "Limited", or the abbreviation "Corp.", "Inc.", "Co.", or "Ltd." or words or abbreviations of like import in another language.

Second: The aggregate number of shares which the corporation shall have the authority to issue is 1,000 share.

The designation of each class, the number of shares of each class, or a statement that the shares of any class are without par value, are as follows:

Number of Shares 1,000 Class Common

Series (If Any)

Par Value Per Share Or Statement That Shares Are Without Par Value \$1.00

Third: The initial registered office of this corporation shall be located at One Riverfront Place, 8th Floor, North Little Rock, AR 72114 and the name of the initial registered agent of this corporation at that address is Corporation Service Company

Filing Fee: \$50.00

Fourth: The name and address of each incorporator is as follows:

Gayle Jenkins 103 Continental Place, Brentwood, TN 37027

Fifth: The nature of the business of the corporation and the object or purposes proposed to be transacted, promoted or carried on by it, are as follows:

- (a) The primary purpose of the corporation shall be to own healthcare facilities
- (b) To conduct any other business enterprise not contrary to law.
- (c) To exercise all of the powers enumerated in Section 4-27-302 of the Arkansas Business Corporation Act.

Sixth: EXECUTED this 1st day of October 1998.

/s/ Gayle Jenkins

Gayle Jenkins, Incorporator

CERTIFIED COPY

Arkansas Secretary of State — Document No.: 4628610020 — Date Filed: 12-15-1998 09:52 AM — Total Pages: 1

State of Arkansas

OFFICE OF THE SECRETARY OF STATE

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is: Bates Medical Center
2. The character of the business being or to be conducted under such fictitious name is: hospital
3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG of Springdale, Inc.
b) The State of incorporation is: Arkansas
c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is: 120 E. 4th Street, Little Rock, Arkansas 72201

/s/ Gayle Jenkins/Gayle Jenkins, Asst. Secretary
Address: 103 Continental Place, Brentwood, TN 37027

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

CERTIFIED COPY

Arkansas Secretary of State — Document No.: 4628610018 — Date Filed: 12-15-1998 09:56 AM — Total Pages: 1

State of Arkansas

OFFICE OF THE SECRETARY OF STATE

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is: Northwest Health System
2. The character of the business being or to be conducted under such fictitious name is: hospitals and other healthcare businesses
3. a) The corporation name of the applicant and it's date of qualification in Arkansas: QHG of Springdale, Inc.

b) The State of Incorporation is: Arkansas

c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is: 120 E. 4th Street Little Roc, Arkansas 72201

/s/ Gayle Jenkins/Gayle Jenkins, Asst. Secretary
Address: 103 Continental Place, Brentwood, TN 37027

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

CERTIFIED COPY

Arkansas Secretary of State — Document No.: 4628610019 — Date Filed: 12-15-1998 09:58 AM — Total Pages: 1

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is: Northwest Medical Center
2. The character of the business being or to be conducted under such fictitious name is: hospital
3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG of Springdale, Inc.
b) The State of incorporation is: Arkansas
c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is: 120 E. 4th Street Little Rock, Arkansas 72201

/s/ Gayle Jenkins/Gayle Jenkins, Asst. Secretary
Address: 103 Continental Place, Brentwood, TN 37027

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

CERTIFIED COPY

NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH

To: Sharon Priest
Secretary of State
Corporations Division
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, the undersigned corporation submits the following statement for the purpose of changing its registered office or its registered agent, or both in the state of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable corporations.

Foreign Domestic

1. Name of corporation: QHG of Springdale, Inc.
2. Address of its present registered office: 120 East Fourth Little Rock, AR 72201
3. Address to which registered office is to be changed: 101 South Spring Street, Little Rock, AR 72201
4. Name of present registered agent: Corporation Service
5. Name of successor registered agent: National Registered Agents, Inc. AR

I, National Registered Agents, Inc. AR, hereby consent to serve as registered agent for this corporation.

/s/ Gaily Ward, Successor Agent

A letter of consent from successor agent may be substituted in lieu of this signature.

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

MUST BE FILED IN DUPLICATE

A copy bearing the tile marks of the Secretary of State shall be returned.

If this corporation is governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

Dated 1-26-2000

/s/ Gayle Jenkins

Title of Authorized Officer: ASSISTANT SECRETARY

Fee \$25.00

CERTIFIED COPY

NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH

To: Sharon Priest
Secretary of State
Corporations Division
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, (Act 958 of 1987), the undersigned corporation submits the following statement for the purpose of changing its registered office or its registered agent, or both in the State of Arkansas. If this statement reflects a change of registered office, this form must be accompanied by notice of such change to any and all applicable corporations.

Foreign Domestic

1. Name of corporation: QHG OF SPRINGDALE, INC.
2. Street address of present registered office: 101 SOUTH SPRING STREET — LITTLE ROCK, AR 72201
3. Street address to which registered office is to be changed: 120 East Fourth Street, Little Rock, AR 72201
4. Name of present registered agent: NATIONAL REGISTERED AGENTS, INC .
5. Name of successor registered agent: Corporation Service Company

I, Corporation Service Company, hereby consent to serve as registered agent for this corporation.

/s/ Deborah D. Skipper
Successor Agent: DEBORAH D. SKIPPER, Asst. Vice President

A letter of consent from successor agent may be substituted in lieu of this signature.

8. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

MUST BE FILED IN DUPLICATE

A copy bearing the file marks-of the Secretary of State shall be returned.

If this corporation is governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

Dated May 12, 2001

/s/ Michael L. Silhol

Signature of Authorized Officer

MICHAEL L. SILHOL, Asst. Secretary & Vice President

Fee \$25.00

CERTIFIED COPY

Arkansas Secretary of State — Document No.: 4628610017 — Date Filed: 04-09-2002 09:49 AM — Total Pages: 1

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is: Northwest Medical Center of Washington County
2. The character of the business being or to be conducted under such fictitious name is: Healthcare Services
3. a) The corporation name of the applicant and it's date of qualification in Arkansas: QHG of Springdale, Inc.
b) The State of incorporation is: Arkansas
c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is: 120 East 4th Street Little Rock, Arkansas

/s/ Donald P. Fay
Address: 13455 Noel Road, Tower 2, 20th Floor, Dallas, Texas 75240

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

CERTIFIED COPY

Arkansas Secretary of State — Document No.: 4628610016 — Date Filed: 04-11-2002 10:35 AM — Total Pages: 1

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is: Northwest Medical Center of Benton County
2. The character of the business being or to be conducted under such fictitious name is: Healthcare Services
3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG of Springdale, Inc.
- b) The State of incorporation is: Arkansas
- c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is: 120 East 4th Street Little Rock, Arkansas

/s/ Michael L. Silhol
Address: 13455 Noel Road, Tower 2, 20th Floor, Dallas, Texas 75240

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee \$25.00

CERTIFIED COPY

Arkansas Secretary of State — Document No.: 6271380002 — Date Filed: 08-27-2002 10:42 AM — Total Pages: 2

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is: Jason Foster MD
2. The character of the business being or to be conducted under such fictitious name is: Medical Practice
3. a) The corporation name of the applicant and it's date of qualification in Arkansas: QHG of Springdale, Inc.
b) The State of incorporation is: Arkansas
c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is: 120 E. 4th Street Little Rock, Arkansas

/s/ Donald P. Fay
Address: 13455 Noel Road #2000 Dallas, Texas 75240

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, State Capital, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee \$25.00

CERTIFIED COPY

Jason Foster, M.D.
1722 SE Moberly Lane
Bentonville, AR 72712
August 23, 2002

Arkansas Secretary of State
State Capitol
Little Rock, AR 72202

RE: Application for Fictitious Name Dear Ms Priest:

Effective July 1, 2002, I became an employee of QHG of Springdale Inc. My office is located in Bentonville, AR. Please process my application for a fictitious name that is attached to this letter.

Thank you for your prompt attention.

Respectfully,

/s/ Jason Foster
Jason Foster, M.D.

CERTIFIED COPY

Arkansas Secretary of State — Document No.: 4628610015 — Date Filed: 09-20-2002 03:56 PM — Total Pages: 1

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is: NW Health Physician Services
2. The character of the business being or to be conducted under such fictitious name is: Health Care
3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG of Springdale, Inc.
b) The State of incorporation is: Arkansas
c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is: 120 E. 4th Street Little Rock 72201

/s/ [Illegible]

Address: 13455 Noel Road #2000 Dallas, Texas 75240

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee \$25.00

CERTIFIED COPY

Arkansas Secretary of State — Document No.: 4628610014 — Date Filed: 11-15-2002 01:35 PM — Total Pages: 1

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is: Fayetteville Childrens Clinic
2. The character of the business being or to be conducted under such fictitious name is: Health Care
3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG of Springdale, Inc.
b) The State of incorporation is: Arkansas
c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is: 120 E. 4th Street Little Rock, Arkansas 72201

/s/ Donald P. Fay, EVP
Address: 609 W. Maple Ave, Springdale, AR 72764

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee \$25.00

CERTIFIED COPY

Arkansas Secretary of State — Document No.: 4628610013 — Date Filed: 11-15-2002 01:38 PM — Total Pages: 1

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is: Huntsville Clinic
2. The character of the business being or to be conducted under such fictitious name is: Health Care
3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG of Springdale, Inc.
b) The State of incorporation is: Arkansas
c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is: 120 E. 4th Street Little Rock, Arkansas 72201

/s/ Donald P. Fay, EVP
Address: 609 W. Maple Ave, Springdale, AR 72764

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee \$25.00

CERTIFIED COPY

Arkansas Secretary of State
Document No.: 95230002
Date Filed: 01-29-2003 02:03 PM
Total Pages: 1

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this corporation is: Dr. Archer @ Northwest
2. The character of the business being or to be conducted under such fictitious name is: Medical Office
3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG of Springdale, Inc.
b) The State of incorporation is: Arkansas
c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is: 601 West Maple Springdale AR

/s/ Donald P. Fay
Address: 5800 Tennyson Parkway, Plano, TX 75024 Attn: Don Fay

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee \$25.00

CERTIFIED COPY

Arkansas Secretary of State
Document No.: 95230003
Date Filed: 01-29-2003 02:03 PM
Total Pages: 1

APPLICATION FOR FICTITIOUS NAME

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is: The Womens Center
2. The character of the business being, or to be, conducted under such fictitious name is: Medical Office
3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG of Springdale, Inc.
b) The State of incorporation is: Arkansas
c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is: 5601 Greathouse Springs Rd., Johnson, AR

Signature: /s/ Donald P. Fay, EVP
Address: 5800 Tennyson Parkway, Plano, TX 75024 Attn: Don Fay

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee \$25.00

CERTIFIED COPY

APPLICATION FOR FICTITIOUS NAME
For A Limited Liability Limited Partnership

To: Charlie Daniels
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of Act 1528 of 1999, the undersigned limited liability limited partnership hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be conducted by this limited liability limited partnership is: Northwest Neonatology
2. The character of the business being or to be conducted under such fictitious name is: Neonatal Intensive Care
3. a) The limited liability limited partnership's name and it's date of qualification in Arkansas: QHG of Springdale, Inc.
b) The State of registration is: Arkansas
- c) The location (city and street address) of the registered office of the applicant limited liability limited partnership in Arkansas is: 120 E 4th Street, Little Rock, AR 72201

Signature: /s/ Donald P. Fay
(The partner acknowledges that he/she is authorized to execute this application)

Address: 609 W. Maple Ave., Springdale, AR 72764

INSTRUCTIONS:

File With the Secretary of State's Office, Corporation Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the limited liability limited partnership.

Fee \$25.00

APPLICATION FOR FICTITIOUS NAME

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is: Northwest Medical Center of Benton County Emergency Physicians
2. The character of the business being, or to be, conducted under such fictitious name is

Healthcare Services

3. a) The corporation name of the applicant and its date of qualification In Arkansas: QHG of Springdale, Inc. 10/02/1998

b) The State of incorporation is: Arkansas

c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

Street Address: 120 E. Fourth Street

City: Little Rock

State: AR

ZIP: 27701

Signature of the Chairman of the Board, President or other officers (if directors have not been selected, the incorporator may execute):

Donald P. Fay

Street Address: 5800 Tennyson Parkway

City: Plano

State TX

ZIP: 75024-

CERTIFIED COPY

Application for Fictitious Name

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is: Northwest Medical Center of Benton County Anesthesiologist
2. The character of the business being, or to be, conducted under such fictitious name is: Healthcare Services
3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG of Springdale, Inc. 10/02/1998
- b) The State of incorporation is: Arkansas
- c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

Street Address: 120 E. Fourth Street

City: Little Rock

State: AR

ZIP: 77201-

Signature of the Chairman of the Board, President or other officers (if directors have not been selected, the incorporator may execute):

Donald P. Fay

Street Address: 5800 Tennyson Parkway

City: Plano

State: TX

ZIP: 75024

CERTIFIED COPY

Application for Fictitious Name

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is: Northwest Medical Center of Washington County Emergency Physicians
2. The character of the business being, or to be, conducted under such fictitious name is: Healthcare Services
3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG of Springdale, Inc. 10/02/1998
- b) The State of Incorporation is: Arkansas
- c) The location (city and street address) of the registered office of the applicant corporation In Arkansas is:

Street Address: 120 E. Fourth Street

City: Little Rock

State: AR

ZIP: 72201

Signature of the Chairman of the Board, President or other officers (if directors have not been selected, the Incorporator may execute):

Donald P. Fay

Street Address: 5800 Tennyson Parkway

City: Plano

State TX

ZIP: 75024-

CERTIFIED COPY

Application for Fictitious Name

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is: The Women's Center on the Parkway
2. The character of the business being, or to be, conducted under such fictitious name is: healthcare services
3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG of Springdale, Inc. 10/02/1998
- b) The State of Incorporation is: Arkansas
- c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

Street Address: 120 E. Fourth Street

City: Little Rock

State: AR

ZIP: 72201

Signature of the Chairman of the Board, President or other officers (if directors have not been selected, the incorporator may execute):

Donald P. Fay

Street Address: 5800 Tennyson Parkway

City: Plano

State: TX

ZIP: 75024

CERTIFIED COPY

Application for Fictitious Name

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is: NORTHWEST SENIOR HEALTH CENTERS — BENTON COUNTY

2. The character of the business being, or to be, conducted under such fictitious name is: HEALTHCARE SERVICES

3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG OF SPRINGDALE, INC. 10/2/1998

b) The State of Incorporation is: ARKANSAS

c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

Street Address: 120 E. 4TH STREET

City: LITTLE ROCK

State: AR

ZIP: 72201

Signature of the Chairman of the Board, President or other officers (if directors have not been selected, the incorporator may execute):

DONALD P. FAY

Street Address: 5800 TENNYSON PARKWAY

City: PLANO

State: TX

ZIP: 75024

CERTIFIED COPY

Application for Fictitious Name

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is: NORTHWEST SENIOR HEALTH CENTERS - WASHINGTON COUNTY

2. The character of the business being, or to be, conducted under such fictitious name is: HEALTHCARE SERVICES

3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG OF SPRINGDALE, INC. 10/2/1998

b) The State of incorporation is: ARKANSAS

(c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

Street Address: 120 E. 4TH STREET

City: LITTLE ROCK

State: AR

ZIP: 72201

Signature of the Chairman of the Board, President or other officers (if directors have not been selected, the incorporator may execute):

DONALD P. FAY

Street Address: 5800 TENNYSON PARKWAY

City: PLANO

State: TX

ZIP: 75024

TRIAD HOSPITALS, INC.

CERTIFIED COPY

November 17, 2004

Secretary of State
Corporations Division
State Capitol Building
Little Rock, AR 72201-1094

To Whom It May Concern:

Effective today's date please cancel the two fictitious names that are listed below that are registered for QHG of Springdale, Inc.

Dr. Archer @Northwest
Jason Foster MD

Thank you for your help in this matter.

Sincerely,

/s/ Donald P. Fay
Donald P. Fay, EVP
QHG of Springdale, Inc.

5800 Tennyson Parkway ☐ Plano, Texas 75024 ☐ (214) 473-7000 • www.triadhospitals.com

TRIAD HOSPITALS. INC.

CERTIFIED COPY

November 17, 2004

Secretary of State
Corporations Division State Capitol Building
Little Rock, AR 72201-1094

To Whom It May Concern:

Effective today's date please cancel the two fictitious names that are listed below that are registered for QHG of Springdale, Inc.

Dr. Archer @Northwest
Jason Foster MD

Thank you for your help in this matter.

Sincerely,

/s/ Donald P. Fay
Donald P. Fay, EVP
QHG of Springdale, Inc.

5800 Tennyson Parkway ☐ Plano, Texas 75024 ☐ (214) 473-7000 ☐ www.triadhospitals.com

TRIAD HOSPITALS, INC.

CERTIFIED COPY

November 19, 2004

Secretary of State
Corporations Division
State Capitol Building
Little Rock, AR 72201-1094

To Whom It May Concern:

Effective today's date please cancel the fictitious name The Women's Center on the Parkway that is registered for QHG of Springdale, Inc.

Thank you for your help in this matter.

Sincerely,

/s/ Donald P. Fay
Donald P. Fay, EVP
QHG of Springdale, Inc.

5800 Tennyson Parkway □ Plano, Texas 75024 (214) 473-7000 www.triadhospitals.com

CERTIFIED COPY

Application for Fictitious Name

Pursuant to the provisions of the Arkansas Business Corporation Act, the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is: NWHB BENTON COUNTY CENTERTON CLINIC
2. The character of the business being, or to be, conducted under such fictitious name is: HEALTHCARE SERVICES
3. a) The corporation name of the applicant and its date of qualification in Arkansas: QHG OF SPRINGDALE, INC. 10/2/1998
- b) The State of incorporation is: ARKANSAS
- c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

Street Address: 120 E. 4TH STREET

City: LITTLE ROCK

State: AR

ZIP: 72201

Signature of the Chairman of the Board, President or other officers (if directors have not been selected, the incorporator may execute): DONALD P. FAY

Street Address: 5800 TENNYSON PARKWAY

City: PLANO

State: TX

ZIP: 75024

CERTIFIED COPY

NOTICE OF CHANGE OF ADDRESS OF THE
AGENT FOR SERVICE OF PROCESS
BY THE REGISTERED AGENT

To: Charlie Daniels
Secretary of State
Corporations Division
Little Rock, AR 72201-1094

Pursuant to the Arkansas code for Change of Registered Agent, the undersigned submits the following statement for the purpose of changing the address of the agent for service of process for the below named entity registered in the state of Arkansas.

1. Name of entity QHG OF SPRINGDALE, INC.

2. The current address of the agent for service of process is:

120 East Fourth Street

Little Rock, AR 72201

3. The address of the agent for service of process is changed to:

101 S. Spring Street

Suite 220

Little Rock, Arkansas 72201

4. Name of the present agent for service of process:

Corporation Service Company

5. The above listed entity has been notified of the change of address of the agent for service of process.

Dated: August 8, 2005

Corporation Service Company

/s/ John H. Pelletier

John H. Pelletier, Asst. VP

CERTIFIED COPY

ARKANSAS SECRETARY OF STATE

Charlie Daniels
Secretary of State
Corporations Division
Little Rock, AR 72201-1094

APPLICATION FOR FICTITIOUS NAME

To: Charlie Daniels
Secretary of State
Business Services Division
State Capitol

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is:

NORTHWEST MEDICAL CENTER-SPRINGDALE

2. The character of the business being, or to be, conducted under such fictitious name is:

HEALTHCARE SERVICES

3. a) The corporation name of the applicant and its date of qualification in Arkansas:

QHG OF SPRINGDALE, INC.

b) The State of incorporation is:

ARKANSAS

c) The location (city and street address) of the registered office of the applicant corporation in Arkansas is:

Street 120 EAST FOURTH STREET

City LITTLE ROCK

State ARKANSAS

Signature: /s/ (Not legible)

(Chairman of the Board, President or other officers (If directors have not been selected, the Incorporator may execute)

Address: 5800 Tennyson Parkway Plano TX 75024

INSTRUCTIONS:

File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the corporation and must be filed with the County Clerk in the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee \$25.00

CERTIFIED COPY

ARKANSAS SECRETARY OF STATE

Charlie Daniels
Secretary of State
Corporations Division
Little Rock, AR 72201-1094

APPLICATION FOR FICTITIOUS NAME

To: Charlie Daniels
Secretary of State
Business Services Division
State Capitol

Pursuant to the provisions of the Arkansas Business Corporation Act, (Act 958 of 1987), the undersigned corporation hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this corporation is:

NORTHWEST MEDICAL CENTER-BENTONVILLE

2. The character of the business being, or to be, conducted under such fictitious name is:

HEALTHCARE SERVICES

3. a) The corporation name of the applicant and its date of qualification in Arkansas:

QHG OF SPRINGDALE, INC.

b) The State of incorporation is:

ARKANSAS

c) The location (city and street address) of the registered office of the applicant corporation In Arkansas is: Street

Street 101 S. Spring #220

City Little Rock

State Arkansas

Signature: /s/ (Not Legible)

Address: 5800 Tennyson Parkway Plano, TX 75024

INSTRUCTIONS:

File with the Secretary of State's Office, Business Services Division, State Capitol, Little Rock, Arkansas 72201-1094. A copy will be returned to the corporation and must be filed with the County Clerk In the county in which the corporation's registered office is located (unless registered office is in Pulaski County).

Fee \$25.00

BYLAWS

QHG OF SPRINGDALE, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of Arkansas as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Arkansas.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Arkansas which may be designated either by the Board of Directors or by the written consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of three directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered,

debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by

mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity. Section 2. Election The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board the best interest of the

corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or maybe required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or

disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facility

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at

any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

FILED
CORPORATIONS DIVISION
NO. 129067
96 JAN 30 AM 10:51

SHARON PRIEST
SECRETARY OF STATE
STATE OF ARKANSAS

ARTICLES OF INCORPORATION
OF
COLUMBIA EL DORADO, INC.

I, the undersigned natural person of the age of twenty-one years or more, acting as incorporator of a corporation under the Arkansas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the corporation is COLUMBIA EL DORADO, INC.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the corporation is organized is to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Arkansas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have authority to issue is one thousand (1,000) of the par value of One Dollar (\$1.00) each.

ARTICLE FIVE

The shareholders shall not have the preemptive right to acquire additional, unissued or treasury shares of the corporation, or securities of the corporation convertible into or carrying a right to subscribe to or acquire shares.

ARTICLE SIX

Shareholders do not have the right to cumulative voting.

ARTICLE SEVEN

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand Dollars (\$1,000), consisting of money, labor done or property actually received, which sum is not less than One Thousand Dollars (\$1,000).

ARTICLE EIGHT

The street address of its initial registered office is c/o THE PRENTICE-HALL CORPORATION SYSTEM, ARKANSAS, One Riverfront Place, 8th Floor, North Little Rock, Arkansas, 72119, and the name of its initial registered agent at such address is THE PRENTICE-HALL CORPORATION SYSTEM, ARKANSAS.

ARTICLE NINE

The number of directors of the corporation may be fixed by the by-laws.

ARTICLE TEN

The number of directors constituting the initial board of directors is three (3), and the name and address of each person who is to serve as director until the first annual meeting of the shareholders or until a successor is elected and qualified are:

NAME	ADDRESS
Stephen T. Braun	One Park Plaza Nashville, TN 37203
David C. Colby	One Park Plaza Nashville, TN 37203
Richard A. Schweinhart	One Park Plaza Nashville, TN 37203

ARTICLE ELEVEN

The name and address of the incorporator is:

NAME	ADDRESS
Emily G. Hall	One Park Plaza Nashville, TN 27203

IN WITNESS WHEREOF, I have hereunto set out by hand this 25th day of January, 1996.

/s/ Emily G. Hall
EMILY G. HALL
INCORPORATOR

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
COLUMBIA EL DORADO, INC.

The undersigned, pursuant to the Arkansas Business Corporation Act (Act 958 of 1987), sets forth the following:

1. The name of the corporation is Columbia El Dorado, Inc. (the "Corporation") and the Corporation is duly organized, created and existing under and by virtue of the laws of the State of Arkansas.
2. The amendment to the Articles of Incorporation of the Corporation was adopted on May 7, 1999.
3. That the Board of Directors of the Corporation, by the unanimous written consent of its members, duly adopted resolutions setting forth a proposed amendment to the Articles of Incorporation of said corporation, declaring said amendment to be advisable and recommending its consideration and adoption by unanimous written consent of the sole stockholder of said corporation.
4. Article One of the Articles of Incorporation of the Corporation is hereby amended and restated in its entirety to be read as follows:

ARTICLE ONE

The name of the corporation is Triad — El Dorado, Inc.

5. The amendment was approved by the sole stockholder of the Corporation. One thousand shares of common stock, par value \$1.00, are outstanding. The number of votes indisputably represented at the meeting was 1000. One thousand shares voted in favor of the amendment and zero shares voted against the amendment. The number of shares voting in favor of the amendment was sufficient to adopt the amendment.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be executed this 7th day of May, 1999.

Columbia El Dorado, Inc.

By: /s/ John M. Franck II
Name: John M. Franck II
Title: Vice President

NOTICE OF CHANGE OF ADDRESS OF THE
AGENT FOR SERVICE OF PROCESS
BY THE REGISTERED AGENT

To: Charlie Daniels
Secretary of State
Corporations Division
Little Rock, AR 72201-1094

Pursuant to the Arkansas code for Change of Registered Agent, the undersigned submits the following statement for the purpose of changing the address of the agent for service of process for the below named entity registered in the state of Arkansas.

1. Name of entity

TRIAD — EL DORADO, INC.

2. The current address of the agent for service of process is:

120 East Fourth Street Little Rock, AR 72201

3. The address of the agent for service of process is changed to:

101 S. Spring Street
Suite 220
Little Rock, Arkansas 72201

4. Name of the present agent for service of process:

The Prentice-Hall Corporation System, Arkansas

5. The above listed entity has been notified of the change of address of the agent for service of process.

Dated: August 8, 2005

The Prentice-Hall Corporation System, Arkansas

/s/ John H. Pelletier
John H. Pelletier, Asst. VP

NOTICE OF CHANGE OF REGISTERED OFFICE

OR REGISTERED AGENT OR BOTH

To: Sharon Priest
Secretary of State
Corporation Division
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the Corporation Laws of the State of Arkansas, the undersigned registered agent submits the following statement for the purpose of changing the registered office address of the corporation named below in the State of Arkansas.

Foreign

Domestic

1. Name of Corporation:

COLUMBIA EL DORADO, INC.

2. Address of its present registered office:

One Riverfront Place, 8th Floor, North Little Rock, Arkansas 72119

3. Address to which registered office is to be changed:

120 East Fourth Street, Little Rock, Arkansas 72201

4. Name of present registered agent:

THE PRENTICE-HALL CORPORATION SYSTEM, ARKANSAS

5. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

6. The corporation has been notified of this change.

MUST BE FILED IN DUPLICATE

A copy bearing the file marks of the Secretary of State shall be returned.

If this corporation is governed by Act 576 of 1965 such change must be filed with the County Clerk of the County in which its registered office is located, unless the registered office is located in Pulaski County, in which event no filing with the County Clerk is required.

THE PRENTICE-HALL CORPORATION SYSTEM, ARKANSAS

Dated: August 11, 1998

/s/ John H. Pelletier
John H. Pelletier
Assistant Secretary

Adopted November 30, 1999

BY-LAWS

OF

TRIAD EL DORADO, INC.

ARTICLE I

OFFICES

The principal office of the Corporation in the State of Arkansas shall be located in the City of El Dorado. The Corporation may have such other offices, either within or without the State of Arkansas as the business of the Corporation may require from time to time.

The registered office of the corporation may be, but need not be, identical with the principal office in the State of Arkansas and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE

SHAREHOLDERS

SECTION 1. ANNUAL MEETING. The annual meeting of shareholders shall be held in the month of June or such other date as designated by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a Saturday, Sunday or legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated for any annual meeting, or at any adjournment thereof, the election shall be held at a special meeting of the shareholders to be held as soon thereafter as may be convenient.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders may be called by the Chairman of the Board, the President, by a majority of the members of the Board of Directors or by the holders of not less than one-fifth of all the outstanding shares of the Corporation.

SECTION 3. PLACE OF MEETING. The annual meeting, or any special meeting called by the Board of Directors, shall be held in Dallas, Texas, unless otherwise designated by them. A waiver of notice, signed by all shareholders, may designate any place, either within or without the State of Arkansas, as the place for the holding of such meeting. If a special meeting be otherwise called, the place of meeting shall be the office of the Corporation in the State of Texas, except as otherwise provided in Section 5 of this Article.

SECTION 4. NOTICE OF MEETINGS. Written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than forty (40) days before the date of the meeting, either personally or by mail, by or at the direction of the Chairman of the Board, the

President, the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the shareholder at his address as it appears on the records of the Corporation, with postage thereon prepaid. Notice of a meeting, either annual or special, called for the purpose of electing directors shall be delivered not less than twenty (20) days before the date of the meeting.

SECTION 5. MEETING OF ALL SHAREHOLDERS. If all of the shareholders shall meet at any time and place, either within or without the State of Arkansas, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION 6. QUORUM. A majority of the outstanding shares of the Corporation, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders; provided, that if less than a majority of the outstanding shares are represented at said meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice.

SECTION 7. PROXIES. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy, and such proxy may be withdrawn at any time.

SECTION 8. VOTING OF SHARES. Subject to the provisions of Section 10, each outstanding share of common stock shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 9. VOTING OF SHARES BY CERTAIN HOLDERS. Shares standing in the name of another Corporation, domestic or foreign, may be voted by such officer, agent or proxy as the By-laws of such Corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such Corporation may determine.

SECTION 10. VOTING. In all elections of directors, every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by him, for as many persons as there are directors to be elected. All voting shall be on a noncumulative basis, unless otherwise stated in the Articles of Incorporation or except as required by applicable state law.

SECTION 11. INFORMAL ACTION BY SHAREHOLDERS. Any action required to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed by its Board of Directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors of the Corporation shall be not less than one (1) nor more than ten (10), but may be increased by amendment of this By-law by the shareholders. Each director shall hold office for the term of which he is elected or until his successor shall have been elected and qualifies for the office, whichever period is longer. Directors need not be residents of Arkansas nor need they be the holder of any shares of the capital stock of the Corporation.

SECTION 2.1. COMMITTEES OF THE BOARD. The Board of Directors may from time to time appoint such standing or special committees as it may deem for the best interest of the Corporation, but no such committee shall have any powers, except such as are expressly conferred upon it by the Board of Directors.

SECTION 3. MEETINGS. A regular meeting of the Board of Directors shall be held without other notice than this By-law, immediately after, and at the same place, as the annual meeting of shareholders. Additional regular meetings of the Board of Directors may be held at any time and place designated by them. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board or a majority of the directors. Special meetings shall be held, unless otherwise designated by the Board of Directors, in Dallas, Texas. Meetings may be held by the directors participating in same by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation constitutes presence in person for all those participating. Whenever the laws of the State of Arkansas authorize or permit directors to act other than at a meeting, including but not limited to acting through unanimous written consents, then such actions shall be as effective as if taken by the directors at a meeting.

SECTION 4. NOTICE. Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each director at his business address, or by facsimile. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by facsimile, such notice shall be deemed to be delivered when the facsimile is transmitted. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 5. QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that, if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 6. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 7. VACANCIES. Any vacancy occurring in the Board of Directors or in a directorship to be filled by reason of an increase in the number of directors, may be filled by

election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 8. RESIGNATION OF DIRECTORS. Any director may resign at any time by giving written notice of such resignation to the Board of Directors, the Chairman of the Board or the President. Any such resignation shall take effect at the time specified therein or, if no time is specified, upon receipt thereof by the Board of Directors or one of the above named officers; and, unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 9. REMOVAL OF DIRECTORS. At any special meeting of the stockholders, duly called as provided in these By-laws, any director or directors may, by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote for the election of directors, be removed from office, either with or without cause. At such meeting a successor or successors may be elected by a majority of the votes cast.

SECTION 10. COMPENSATION. Directors, as such, shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors; provided that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

SECTION 1. CLASSES. The officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may be elected or appointed in accordance with the provisions of Sections 2 or 4 of this article.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. REMOVAL. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. CHAIRMAN OF THE BOARD. If there is a Chairman of the Board, he shall be the Chief Executive Officer of the Corporation and shall be elected from among the members of the Board of Directors. Subject to the direction of the Board of Directors, he shall have general charge of the business affairs and property of the Corporation and general supervision over its officers and agents. If present, he shall preside at all meetings of stockholders and he shall see that all orders and resolutions of the Board of Directors are carried into effect. He may sign, with any other officer thereunto duly authorized, certificates of stock of the Corporation the issuance of which shall have been duly authorized (the signature to which may be a facsimile signature), and may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts, agreements or other instruments duly authorized by the Board of Directors except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. From time to time, he shall report to the Board of Directors all matters within his knowledge which the interests of the Corporation may require to be brought to their attention. He shall also perform such other duties as are given to him by these By-laws or as from time to time may be assigned to him by the Board of Directors.

SECTION 6. PRESIDENT. If there is no Chairman of the Board, the President shall have all the powers, duties and responsibilities designated in Section 5 of this article as belonging to the Chairman of the Board, provided however, that the President need not be a member of the Board of Directors. If there is a Chairman of the Board, the President shall be an executive officer of the Corporation and, subject to the direction of the Board of Directors and the Chairman of the Board, he shall have supervision of the business of the Corporation and its other officers and agents. In the absence of the Chairman of the Board he shall preside at meetings of the stockholders and of the Board of Directors. He may sign, with any other officer thereunto duly authorized, certificates of stock of the Corporation the issuance of which shall have been duly authorized (the signature to which may be a facsimile signature), and may sign and execute in the name of the Corporation, deeds, mortgages, bonds, contracts, agreements or other instruments duly authorized by the Board of Directors except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. From time to time, he shall report to the Board of Directors all matters within his knowledge which the interests of the Corporation may require to be brought to their attention. He shall also perform such other duties as are given to him by these Bylaws, or from time to time may be assigned to him by the Board of Directors.

SECTION 7. VICE PRESIDENTS. The Vice Presidents shall perform such duties as are given to them by these By-laws or as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board, or the President, and, in the order of their seniority, or in any other order as the Board of Directors may from time to time determine, shall, in the absence of the President, have all the powers of and be subject to all restrictions upon the President, and may sign, if so authorized, in the name of the Corporation, deeds, mortgages, bonds and other instruments.

SECTION 8. SECRETARY. The Secretary shall:

(a) Record all the proceedings of the meetings of the stockholders, the Board of Directors, and any committees in a book or books to be kept for that purpose;

- (b) Cause all notices to be duly given in accordance with the provisions of these By-laws and as required by statutes;
- (c) Whenever any committee shall be appointed by a resolution of the Board of Directors, furnish the Chairman of such committee with a copy of such resolution;
- (d) Be custodian of the records and of the seal of the Corporation, and cause such seal to be affixed to all certificates representing stock of the Corporation prior to the issuance thereof and to all instruments the execution of which on behalf of the Corporation under its seal shall have been duly authorized;
- (e) See that the lists, books, reports, statements, certificates and other documents and records required by statute are properly kept and filed;
- (f) Have charge of the stock and transfer books of the Corporation and exhibit such stock book at all reasonable times to such persons as are entitled by statute to have access thereto;
- (g) Sign (unless the Treasurer or an Assistant Secretary or an Assistant Treasurer shall sign) certificates representing stock of the Corporation the issuance of which shall have been duly authorized (the signature to which may be a facsimile signature); and
- (h) In general, perform all duties incident to the office of the Secretary and such other duties as are given to him by these By-laws or as from time to time may be assigned to him by the Board of Directors, the Chairman of the Board or the President.

SECTION 9. ASSISTANT SECRETARIES. At the request of the Secretary or in his absence or disability, the Assistant Secretary designated by him (or in the absence of such designation, the Assistant Secretary designated by the Board of Directors or the Chairman of the Board or the President) shall perform all the duties of the Secretary, and, when so acting, shall have all the powers of and be subject to all restrictions upon the Secretary. The Assistant Secretaries shall perform such other duties as from time to time may be assigned to them respectively by the Board of Directors, the Chairman of the Board, the President or the Secretary.

SECTION 10. TREASURER. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these By-laws; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors, the Chairman of the Board or the President.

SECTION 11. ASSISTANT TREASURERS. At the request of the Treasurer or in his absence or disability, the Assistant Treasurer designated by him (or in the absence of such designation, the Assistant Treasurer designated by the Board of Directors or the Chairman of the Board or the President) shall perform all the duties of the Treasurer, and, when so acting, shall have all the powers of and be subject to all restrictions upon the Treasurer. The Assistant Treasurers shall

perform such other duties as from time to time may be assigned to them respectively by the Board of Directors, the Chairman of the Board, the President or the Treasurer.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE VI

CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. CERTIFICATES FOR SHARES. Certificates representing shares of the Corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by the Chairman of the Board (if any) or by the President or Vice President and by the Secretary or an Assistant Secretary and may be sealed with the seal of the Corporation (if any shall have been adopted). All certificates for shares shall be consecutively numbered. The name of the person owning the shares represented thereby with the number of shares and date of issue shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

SECTION 2. TRANSFERS OF SHARES. Transfers of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of each year, but may be changed by resolution of the Board of Directors.

ARTICLE VIII

DIVIDENDS

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

ARTICLE IX

SEAL

The Board of Directors may (but shall not be required to unless applicable law otherwise so requires) provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and other appropriate wording.

ARTICLE X

WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of these Bylaws, or under the provisions of the Articles of Incorporation, or under the provisions of the Corporation Laws of the State of Arkansas, waiver thereof in writing, signed by the person, or persons, entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Corporation shall indemnify its officers and directors against all reasonable expense incurred by them in defending claims or suits, irrespective of the time of occurrence of the claims or causes of action in such suits, made or brought against them as officers or directors of the Corporation, and against all liability in such suits, except in such cases as involve gross negligence or willful misconduct in the performance of their duties. Such indemnification shall extend to the payment of judgments against such officers and directors and to reimbursement of amounts paid in settlement of such claims or actions and may apply to judgments in favor of the Corporation or amounts paid in settlement to the Corporation. Such indemnification shall also extend to the payment of counsel fees and expenses of such officers and directors in suits against them where successfully defended by them or where unsuccessfully defended, if there is no finding or judgment that the claim or action arose from the gross negligence or willful

misconduct of such officers or directors. Such right of indemnification shall not be exclusive of any right to which such officer or director may be entitled as a matter of law and shall extend and apply to the estates of such deceased officers or directors.

ARTICLE XII

AMENDMENTS

The shareholders may alter, amend or rescind the By-laws at any annual or special meeting of shareholders at which a quorum is present, by the vote of a majority of the stock represented at such meeting, provided that the notice of such meeting shall have included notice of such proposed amendment. The Board of Directors shall have the power and authority to alter, amend or rescind By-laws of the Corporation at any regular or special meeting at which a quorum is present by the vote of a majority of the entire Board of Directors, subject always to the power of the shareholders to change such action of the directors.

State of Delaware
Secretary of State
Division of Corporations
Filed 09:00 AM 08/23/2002
020534622 — 3561884

CERTIFICATE OF FORMATION

OF

ABILENE HOSPITAL, LLC

The undersigned, an authorized person of the age of eighteen (18) years or more, acting as organizer of a limited liability company under the Delaware Limited Liability Company Act (the "Act"), has duly executed and hereby files this Certificate of Formation of Abilene Hospital, LLC. The undersigned certifies that:

ARTICLE I

The name of the limited liability company is Abilene Hospital, LLC (the "Company").

ARTICLE II

The Company is organized for the purpose of engaging in any lawful act, activity and/or business for which limited liability companies may be organized under the Act.

ARTICLE III

The address of the registered office of the limited liability company in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The name of the registered agent at such address is Corporation Service Company.

ARTICLE IV

This Certificate of Formation shall be effective on the date of filing with the Secretary of State.

/s/Donald P.Fay

Name: Donald P_Fay, an authorized person

LIMITED LIABILITY COMPANY AGREEMENT

OF

ABILENE HOSPITAL, LLC

This Limited Liability Company Agreement of Abilene Hospital, LLC, effective as of August 30, 2002 (this "Agreement"), is entered into by NC-SCHI, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Abilene Hospital, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise,

possessed by members of a limited liability company under the laws of the State of Delaware. Donald P. Fay is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President, Secretary and Manager
Michael L. Silhol	Vice President
Burke W. Whitman	Treasurer and Manager
W. Stephen Love	Manager
Robert P. Frutiger	Vice President
J. Ronald Patrick	Manager

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any officer or manager of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless the officers and managers of the Company and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company may be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

18. Federal Income Tax Treatment. The Member, officers and managers shall not cause the Company to "check-the-box" pursuant to Treasury Regulations Section 301.3701-3 to be treated in any manner other than the Company's default classification which is currently "disregarded as an entity separate from its owner." Written consent of the Member and all of the managers shall be required prior to electing any other treatment of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the 30th day of August, 2002.

NC-SCHI, Inc.

By: /s/Donald P. Fay

Name: Donald P. Fay

Title: Executive Vice President

SCHEDULE A

Member and
Business Address
NC-SCHI, Inc.
13455 Noel Road, 20th Floor
Tower II
Dallas, TX 75240
Attn: Donald P. Fay

Capital
Contribution
\$1,000.00

Limited Liability
Company Interest
100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/23/2002
020534609 — 3561879

CERTIFICATE OF FORMATION

OF

ABILENE MERGER, LLC

The undersigned, an authorized person of the age of eighteen (18) years or more, acting as organizer of a limited liability company under the Delaware Limited Liability Company Act (the "Act"), has duly executed and hereby files this Certificate of Formation of Abilene Merger, LLC. The undersigned certifies that;

ARTICLE I.

The name of the limited liability company is Abilene Merger, LLC (the "Company").

ARTICLE II

The Company is organized for the purpose of engaging in any lawful act, activity and/or business for which limited liability companies may be organized under the Act.

ARTICLE III.

The address of the registered office of the limited liability company in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The name of the registered agent at such address is Corporation Service Company.

ARTICLE IV.

This Certificate of Formation shall be effective on the date of filing with the Secretary of State.

/s/Donald P. Fay

Name: Donald P. Fay, an authorized person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:30 AM 12/12/2002
020763211 — 3561879

CERTIFICATE OF MERGER

OF

NC-SCHI, INC.

WITH AND INTO

ABILENE MERGER, LLC

Pursuant to

Section 18-209 of the Delaware Limited Liability Company Act and
Sections 14-2-1103 and 14-2-1109 of the Georgia Business Corporation Code

The undersigned constituent entities DO HEREBY CERTIFY:

FIRST: The name and the state of organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
------	------------------------------------

NC-SCHI, Inc.	Georgia
---------------	---------

Abilene Merger, LLC	Delaware
---------------------	----------

SECOND: An Agreement and Plan of Merger (the "Merger Agreement") between the constituent entities to the merger (the "Merger") has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of Section 18-209 of the Delaware Limited Liability Company Act and the requirements of Sections 14-2-1103 and 14-2-1109 of the Georgia Business Corporation Code.

THIRD: NC-SCHI, Inc. will be merged with and into Abilene Merger, LLC, with Abilene Merger, LLC being the surviving entity in the Merger. The name of the surviving entity will be Abilene Merger, LLC.

FOURTH: The executed Merger Agreement is on file at the principal place of business of Abilene Merger, LLC. The address of Abilene Merger, LLC 5800 Tennyson Parkway, Plano, TX 75024.

FIFTH: A copy of the Merger Agreement will be furnished by Abilene Merger, LLC, on request and without cost, to any shareholder or member of the constituent entities.

SIXTH: The Certificate of Formation and Limited Liability Company Agreement of Abilene Merger, LLC shall be the Certificate of Formation and Limited Liability Company Agreement of the surviving entity and shall not be amended in connection with the Merger.

SEVENTH: The Merger has been duly authorized and approved by written consent of the sole shareholder of NC-SCHI, Inc. and by written consent of the sole member of Abilene Merger, LLC.

EIGHTH: The effective date and time of this Certificate of Merger is 11:59 p.m. on December 31, 2002.

IN WITNESS WHEREOF, this Certificate of Merger has been executed as of the 31st day of August 2002.

ABILENE MERGER, LLC

By: /s/ Donald P. Fay

Name: Donald P. Fay

Title: Executive Vice President

LIMITED LIABILITY COMPANY AGREEMENT

OF

ABILENE MERGER, LLC

This Limited Liability Company Agreement of Abilene Merger, LLC, effective as of August 30, 2002 (this "Agreement"), is entered into by Quorum, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Abilene Merger, LLC (the "Company").

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808.

5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise,

possessed by members of a limited liability company under the laws of the State of Delaware. Donald P. Fay is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President, Secretary and Manager
Michael L. Silhol	Vice President
Burke W. Whitman	Treasurer and Manager
W. Stephen Love	Manager
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a

member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the “Member” for purposes of this Agreement.

SCHEDULE A

Member and
Business Address
Quorum, Inc.
13455 Noel Road, 20th Floor
Tower II
Dallas, TX 75240
Attn: Donald P. Fay

Capital
Contribution
\$1,000.00

Limited Liability
Company Interest
100%

13. Liability of Member and Managers. Neither the Member nor any officer or manager of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless the officers and managers of the Company and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

18. Federal Income Tax Treatment. The Member, officers and managers shall not cause the Company to "check-the-box" pursuant to Treasury Regulations Section 301.7701-3 to be treated in any manner other than the Company's default classification which is currently "disregarded as an entity separate from its owner." Written consent of the Member and all of the managers shall be required prior to electing any other treatment of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the 30th day of August, 2002.

QUORUM, INC.

By: /s/ Donald P. Fay

Name: Donald P. Fay

Title: Executive Vice President

MASTER AGREEMENT

By and Among

QUORUM, INC.,

NC-SCHI, INC.,

TRIAD-ARMC, LLC,

ABILENE HOSPITAL, LLC,

ARMC, L.P.,

AND

ABILENE MERGER, LLC

AUGUST 30, 2002

MASTER AGREEMENT

THIS MASTER AGREEMENT ("Agreement") dated August 30, 2002, is entered into by and among Quorum, Inc., a Delaware corporation ("Quorum"), NC-SCHI, Inc., a Georgia corporation ("SCHI"), Abilene Hospital, LLC, a Delaware limited liability company ("Abilene Hospital"), Triad-ARMC, LLC, a Delaware limited liability company ("Triad-ARMC"), ARMC, L.P., a Delaware limited partnership ("ARMC LP"), and Abilene Merger, LLC, a Delaware limited liability company ("Abilene Merger"). All of the foregoing parties to this Agreement are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Quorum is the sole shareholder of SCHI; and

WHEREAS, SCHI owns and operates Abilene Regional Medical Center, an acute care hospital located in Abilene, Texas ("ARMC"); and

WHEREAS, SCHI is the sole shareholder of QHG of Enterprise, Inc., an Alabama corporation ("QHG"); and

WHEREAS, QHG owns and operates Medical Center Enterprise, an acute care hospital located in Alabama ("MCE"); and

WHEREAS, the parties desire to restructure the ownership of ARMC and MCE; and

WHEREAS, Abilene Hospital, Triad-ARMC, ARMC LP and Abilene Merger are entities newly formed for the purpose of carrying out the transactions described in this Agreement.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I.

Order Of Transactions

Section 1.1 Transactions Described in Articles II through V. The Parties agree that it is their intent that the order of the transactions described in Articles II-V below shall occur and be effective on or before September 1, 2002 in the following sequence:

(a) First, on or prior to the effective date of this Agreement, SCHI shall have formed Triad-ARMC and Abilene Hospital in the manner described in Article II below; and Quorum shall have formed Abilene Merger in the manner described in Article II below.

(b) Second, on or prior to the effective date of this Agreement, SCHI and Triad-ARMC shall have formed ARMC LP, in the manner described in Article III below.

(c) Third, effective as of 12:01 a.m. on September 1, 2002, SCHI shall contribute the assets and liabilities of ARMC to ARMC LP, and Triad-ARMC shall contribute cash to ARMC LP, in the manner described in Article IV below.

(d) Fourth, effective as of 12:01 a.m. on September 1, 2002, SCHI shall contribute its limited partner interest in ARMC LP to Abilene Hospital in the manner described in Article V below.

Section 1.2 Transactions Described in Articles VI and VII. The Parties agree that it is their intent that the transactions described in Articles VI and VII below shall occur and be effective as of December 31, 2002:

(a) First, effective as of December 31, 2002, SCHI shall merge with and into Abilene Merger in the manner described in Article VI below.

(b) Second, effective as of December 31, 2002 SCHI shall contribute all of the capital stock of QHG to Quorum in the manner described in Article VII below.

Section 1.3 Order of Occurrence. The Parties agree that all filings will be deemed to have occurred in the order described in this Agreement regardless of the exact time the filings are recorded by the Secretary of the State of Delaware, Secretary of the State of Georgia, Secretary of the State of Texas, or any other governmental agency or authority. The Parties agree that the transactions may not occur in any order other than in the manner described in this Agreement, and that each document, certificate or instrument to be filed with any Secretary of State or other governmental agency or authority shall be deemed filed as though the preceding transaction as described herein had taken place immediately prior to such filing.

ARTICLE II.

FORMATION OF NEW ENTITIES

Section 2.1 Formation of SCHI Entities. Effective on or before the date of this Agreement, SCHI shall have formed two limited liability companies in accordance with the laws of the State of Delaware. The limited liability companies formed by SCHI in accordance with this Section are parties to this Agreement and are referred to herein as Triad-ARMC and Abilene Hospital. The limited liability company agreements of Triad-ARMC and Abilene Hospital, respectively, each shall provide that the company may engage in any lawful business permitted by the Delaware Limited Liability Company Act.

Section 2.2 Formation of Quorum Entity. Effective on or before the date of this Agreement, Quorum shall have formed a limited liability company in accordance with the laws of the State of Delaware. The limited liability company formed by Quorum in accordance with this Section is a party to this Agreement and is referred to herein as Abilene Merger. The limited liability company agreement of Abilene Merger shall provide that the company may engage in any lawful business permitted by the Delaware Limited Liability Company Act.

Section 2.3 Authority to Conduct Business. Triad-ARMC shall be registered as a foreign entity authorized to conduct business in the State of Texas. Abilene Hospital shall be registered as a foreign entity authorized to conduct business in the State of Arizona.

ARTICLE III.

FORMATION OF ARMC LP

Section 3.1 Formation of ARMC LP. Effective on or before the date of this Agreement, SCHI, as the limited partner, and Triad-ARMC, as the general partner, shall have formed a limited partnership in accordance with the laws of the State of Delaware. The limited partnership formed by SCHI and Triad-ARMC in accordance with this Section is a party to this Agreement and is referred to herein as ARMC LP. The limited partnership agreement of ARMC LP shall provide that the Partnership may engage in any lawful business permitted by the Delaware Revised Uniform Limited Partnership Act.

Section 3.2 Authority to Conduct Business. ARMC LP shall be registered as a foreign entity authorized to conduct business in the State of Texas.

Section 3.3 Condition Precedent. The formation of the limited partnership described in this Article III is conditioned upon the prior occurrence of the transaction described in Article II.

ARTICLE IV.

CONTRIBUTIONS TO ARMC LP

Section 4.1 Partner Contributions to ARMC LP. Effective as of 12:01 a.m. on September 1, 2002, the following contributions shall occur in accordance with the terms and conditions of a Contribution Agreement dated on or about August 31, 2002 among SCHI, Triad-ARMC and ARMC LP:

(a) SCHI shall contribute the assets and liabilities of ARMC to ARMC LP in exchange for a 99% limited partner interest in ARMC LP; and

(b) Triad-ARMC will contribute cash in the amount of One Million One Hundred Forty-Eight Thousand Two Hundred Ninety-Nine Dollars (\$1,148,299) to ARMC LP in exchange for a 1% general partner interest in ARMC LP.

Section 4.2 Conditions Precedent. The transactions described in this Article IV are conditioned upon the prior occurrence of the transactions described in Article II followed by the transaction described in Article III.

ARTICLE V.

CONTRIBUTION OF ARMC LP INTEREST

Section 5.1 Contribution of Partnership Interest. Effective as of 12:01 a.m. on September 1, 2002, SCHI shall contribute its limited partner interest in ARMC LP to Abilene Hospital in accordance with the terms and conditions of a Contribution Agreement dated on or about August 31, 2002 between SCHI and Abilene Hospital.

Section 5.2 Conditions Precedent. The transaction described in this Article V is conditioned upon the prior occurrence of the transactions described in Article II followed by the transaction described in Article III followed by the transactions described in Article IV.

ARTICLE VI.

MERGER OF SCHI AND ABILENE MERGER

Section 6.1 Merger. Effective as of December 31, 2002, SCHI shall merge with and into Abilene Merger in accordance with the terms and conditions set forth in the Agreement and Plan of Merger between SCHI and Abilene Merger dated August 31, 2002. Abilene Merger shall be the surviving entity.

Section 6.2 Conditions Precedent. The transaction described in this Article VI is conditioned upon the prior occurrence of the transactions described in Article II followed by the transaction described in Article III followed by the transactions described in Article IV followed by the transaction described in Article V.

ARTICLE VII.

DISTRIBUTION OF QHG STOCK

Section 7.1 Distribution of QHG Stock to Quorum. Effective as of December 31, 2002, SCHI shall distribute to Quorum, the sole shareholder of SCHI, all of the capital stock of QHG owned by SCHI.

Section 7.2 Conditions Precedent. The transaction described in this Article VII is conditioned upon the prior occurrence of the transactions described in Article II followed by the transaction described in Article III followed by the transactions described in Article IV followed by the transaction described in Article V followed by the transaction described in Article VI.

ARTICLE VIII.

TRANSACTION SUMMARY

The parties intend that the foregoing transactions will result in the following organizational structure:

- (a) Abilene Merger will be the sole member of Triad-ARMC and the sole member of Abilene Hospital.
- (b) Triad-ARMC and Abilene Hospital will be the general partner and limited partner, respectively, of ARMC LP.
- (c) ARMC LP will own all of the assets of ARMC.
- (d) Quorum will be the sole shareholder of QHG.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the 30th day of August, 2002.

QUORUM, INC.

By: /s/Donald P. Fay
Name: Donald P. Fay
Title: EVP

NC-SCHI, INC.

By: /s/Donald P. Fay
Name: Donald P. Fay
Title: EVP

TRIAD-ARMC, LLC

By: /s/Donald P. Fay
Name: Donald P. Fay
Title: EVP

ABILENE HOSPITAL, LLC

By: /s/Donald P. Fay
Name: Donald P. Fay
Title: EVP

ABILENE MERGER, LLC

By: /s/Donald P. Fay
Name: Donald P. Fay
Title: EVP

ARMC, L.P.

By: /s/Donald P. Fay
Name: Donald P. Fay
Title: EVP

CERTIFICATE OF FORMATION

OF

ARIZONA DH, LLC

Pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act"), the undersigned authorized person, for the purpose of forming a limited liability company under the Act, hereby certifies the following:

FIRST: The name of the limited liability company is Arizona DH, LLC.

SECOND: The address of the registered office and the name and the address of the registered agent for service of process required to be maintained by Section 18-104 of the Act are

The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

/s/ Jeffrey P. Kent

Jeffrey P. Kent, Authorized Person

120110.1

STATE OF DELAWARE

SECRETARY OF STATE

DIVISION OF CORPORATIONS

FILED 05:29 PM 07/06/2000

001343560 — 3249754

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/04/2001
010169420 — 3249754

Certificate of Amendment to Certificate of Formation

of

ARIZONA DH, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the “limited liability company”) is ARIZONA DH, LLC
2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company’s registered agent and registered office and by substituting in lieu thereof the following new statement:

“The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.”

/s/ Michael L. Silhol
MICHAEL L. SILHOL, MANAGER

LIMITED LIABILITY COMPANY AGREEMENT

OF

ARIZONA DH, LLC

This Limited Liability Company Agreement of Davis Hospital, LLC, effective as of July 6, 2000 (this "Agreement"), is entered into by Triad Holdings III, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18101, et. seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Arizona DH, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company,

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Jeffrey P. Kent is hereby designated an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company, and Donald P. Fay is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers [in the capacity set forth after their names], each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President and Chief Executive Officer
Michael J. Parsons	Executive Vice President and Chief Operating Officer
Burke W. Whitman	Executive Vice President and Chief Financial Officer
Donald P. Fay	Executive Vice President and Secretary
Michael L. Silhol	Vice President and Assistant Secretary

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware,

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement as of the 6th day of July, 2000

TRIAD HOLDINGS III, INC.

By /s/ Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Holdings III, Inc.
13455 Noel Road, Suite 2000
Dallas, Texas 75240
Attn: General Counsel

Capital Contribution
Funds necessary to allow the Company to contribute its share — as a limited partner in Triad-Denton Hospital, L.P., a Delaware limited partnership — of the capital necessary to enable such limited partnership to consummate the acquisition of Denton Community Hospital, pursuant to the Asset Purchase Agreement dated June 23, 2000

Limited Liability
Company Interest
100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 08/23/2002
020534649 — 3561898

CERTIFICATE OF LIMITED PARTNERSHIP
FOR
ARMC, L.P.

THIS CERTIFICATE OF LIMITED PARTNERSHIP is filed pursuant to § 17-201 of the Delaware Revised Uniform Limited Partnership Act (the "Act"), in connection with the formation of a limited partnership (the "Partnership") pursuant to the Act.

Name of Partnership. The name of the Limited Partnership is ARMC, L.P.

Registered Agent and Office. The registered agent of the Partnership is Corporation Service Company. The address of the Partnership's registered office is 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808, which is the business office of the registered agent.

General Partner. The name and address of the general partner of the Partnership are as follows:

Triad-ARMC, LLC
13455 Noel Road, 20th Floor
Tower II
Dallas, TX 75240

Effective Date. This Certificate of Limited Partnership shall be effective on the date of filing with the Secretary of State.

The undersigned does affirm, under the penalties of perjury, that to the best of my knowledge and belief the facts stated in the Certificate are true.

Triad-ARMC, LLC,
the General Partner of ARMC, L.P.

By: /s/Donald P. Fay
Name: Donald P. Fay
Title: Executive Vice President

AGREEMENT OF LIMITED PARTNERSHIP
OF
ARMC, L.P.

The undersigned parties, being all of the partners (the “Partners”) of ARMC, L.P. (the “Partnership”), a Delaware limited partnership, hereby form the Partnership pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act (the “Act”), and hereby agree that the ownership interests in the Partnership (“Percentage Ownership”) and the capital contributions of the Partners are as follows:

Name and Address	Percentage Ownership	Initial Contribution
SOLE GENERAL PARTNER: Triad-ARMC, LLC (the “General Partner”) 13455 Noel Road, 20th Floor Tower II Dallas, TX 75240	1%	\$1,148,299
SOLE LIMITED PARTNER: NC-SCHI, Inc. (the “Limited Partner”) 13455 Noel Road, 20th Floor Tower II Dallas, TX 75240	99%	The assets contributed to the Partnership as set forth in that certain Contribution Agreement between NC-SCHI and the Partnership effective as of 12:01 a.m. on September 1, 2002.

Neither Partner shall be required to make any additional contributions of capital to the Partnership, although the Partners may from time to time agree to make additional contributions to the Partnership.

The Partnership may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

The address of the registered office of the Partnership in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805 and the name and address of the registered agent for service of process on the Partnership in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

The Partnership shall be terminated and dissolved upon the earlier of (i) the mutual agreement of the Partners or (ii) December 31, 2052.

Prior to the dissolution of the Partnership, no Partner shall have the right to receive any distributions or return of its capital contribution.

All distributions and all allocations of income, gains, losses and credits shall be made in accordance with the Percentage Ownership of each Partner, as specified in this Agreement of Limited Partnership (the “Partnership Agreement”).

The General Partner of the Partnership shall have the exclusive right and full power and authority to manage, control, conduct and operate the business of the Partnership and may take any and all action, including, but not limited to, the disposition of any or all of the Partnership's assets, without the consent of the Limited Partner. The General Partner shall maintain all books and records required by the Act to be maintained at the Partnership's principal place of business. The General Partner shall make available to the Limited Partner such books and records of the Partnership as are required pursuant to the Act. The General Partner shall have the right to designate a different registered agent and/or registered office for the Partnership by complying with any requirements pursuant to the Act.

The Partnership shall indemnify and hold harmless the General Partner, and its partners, managers, members, employees, agents and representatives and the shareholders, officers, directors, members, employees, agents and representatives of its partners to the fullest extent permitted by the Act.

Neither the General Partner nor the Limited Partner shall be permitted to withdraw from the Partnership or transfer, assign, or pledge its interest in the Partnership without the prior written consent of the other Partner, which consent may be withheld in such Partner's sole discretion.

The Partnership is hereby authorized to engage in any merger or consolidating transaction with any limited partnership or other business entity as provided in Section 17-211 of the Act. Any such merger or consolidation transaction may be approved solely by the General Partner and does not require the consent of the Limited Partner. If the Partnership is the surviving or resulting limited partnership in any merger or consolidation, the Partnership Agreement may be amended and or restated in connection with the agreement of merger or consolidation.

The Partnership Agreement may be amended in whole or in part at the sole discretion of the General Partner without the approval of the Limited Partner. The General Partner may, in its sole and absolute discretion, admit additional or substitute general or limited partners and reallocate the Percent Ownership.

The Partners hereby agree that all other terms of the Partnership be controlled and interpreted in accordance with the Act.

EXECUTED to be effective as of August 30, 2002.

Triad-ARMC, LLC
As sole General Partner

By:/s/Donald P. Fay
Name: Donald P. Fay
Title: Executive Vice President

NC-SCHI, Inc.
As sole Limited Partner

By:/s/Donald P. Fay
Name: Donald P. Fay
Title: Executive Vice President

AMENDED AND RESTATED AGREEMENT OF
LIMITED PARTNERSHIP
OF
ARMC, L.P.

The undersigned parties, being all of the partners (the "Partners") of ARMC, L.P. (the "Partnership"), a Delaware limited partnership, hereby form the Partnership pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Act"), and hereby agree that the ownership interests in the Partnership ("Percentage Ownership") and the capital contributions of the Partners are as follows:

Name and Address	Percentage Ownership	Initial Contribution
SOLE GENERAL PARTNER: Triad-ARMC, LLC (the "General Partner") 5800 Tennyson Parkway Plano, Texas 75024	1%	\$1,148,299
SOLE LIMITED PARTNER: Abilene Hospital, LLC (the "Limited Partner") 5800 Tennyson Parkway	99%	The assets contributed to the Partnership as set forth in that certain Contribution Agreement between Abilene Hospital and the Partnership effective as of 12:01 am on September 1, 2002.

Neither Partner shall be required to make any additional contributions of capital to the Partnership, although the Partners may from time to time agree to make additional contributions to the Partnership.

The Partnership may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

The address of the registered office of the Partnership in the State of Delaware is 2711 Centerville Road, #400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Partnership in the State of Delaware is Corporation Service Company, 2711 Centerville Road, #400, Wilmington, Delaware 19808.

The Partnership shall be terminated and dissolved upon the earlier of (i) the mutual agreement of the Partners for (ii) December 31, 2052.

Prior to the dissolution of the Partnership, no Partner shall have the right to receive any distributions or return of its capital contribution.

All distributions and all allocations of income, gains, losses and credits shall be made in accordance with the Percentage Ownership of each Partner, as specified in this Agreement of Limited Partnership (the "Partnership Agreement").

The General Partner of the Partnership shall have the exclusive right and full power and authority to manage, control, conduct and operate the business of the Partnership and may take any and all action, including, but not limited to, the disposition of any or all of the Partnership's assets, without the consent of the Limited Partner. The General Partner shall maintain all books and records required by the Act to be maintained at the Partnership's principal place of business. The General Partner shall make available to the Limited Partner such books and records of the Partnership as are required pursuant to the Act. The General Partner shall have the right to designate a different registered agent and/or registered office for the Partnership by complying with any requirements pursuant to the Act.

The Partnership shall indemnify and hold harmless the General Partner, and its partners, managers, members, employees, agents and representatives and the shareholders, officers, directors, members, employees, agents and representatives of its partners to the fullest extent permitted by the Act.

Neither the General Partner nor the Limited Partner shall be permitted to withdraw from the Partnership or transfer, assign, or pledge its interest in the Partnership without the prior written consent of the other Partner, which consent may be withheld in such Partner's sole discretion.

The Partnership is hereby authorized to engage in any merger or consolidating transaction with any limited partnership or other business entity as provided in Section 17-211 of the Act. Any such merger or consolidation transaction may be approved solely by the General Partner and does not require the consent of the Limited Partner. If the Partnership is the surviving or resulting limited partnership in any merger or consolidation, the Partnership Agreement may be amended and or restated in connection with the agreement of merger or consolidation.

The Partnership Agreement may be amended in whole or in part at the sole discretion of the General Partner without the approval of the Limited Partner. The General Partner may, in its sole and absolute discretion, admit additional or substitute general or limited partners and reallocate the Percent Ownership.

The Partners hereby agree that all other terms of the Partnership be controlled and interpreted in accordance with the Act.

This Partnership Agreement amends and restates in its entirety the Agreement of Limited partnership of ARMC, L.P. executed and effective as of August 30, 2002.

EXECUTED this 30 day of June, 2005, to be effective as of August 30, 2002.

TRIAD-ARMC, LLC
As Sole General Partner

By:/s/Rebecca Hurley
Name: Rebecca Hurley
Title: Senior Vice President

ABILENE HOSPITAL, LLC
As sole Limited Partner

By:/s/Rebecca Hurley
Name: Rebecca Hurley
Title: Senior Vice President

CERTIFICATE OF FORMATION
OF
BIRMINGHAM HOLDINGS, LLC

Under Section 18-201 of the Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is BIRMINGHAM HOLDINGS, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service process on the Company in the State of Delaware Corporation Service Company, is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of August 10, 2005.

By: /s/ Rebecca Hurley
Name: Rebecca Hurley
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:47 AM 08/11/2005
FILED 09:47 AM 08/11/2005
SRV 050665822 — 4014204 FILE

LIMITED LIABILITY COMPANY AGREEMENT
OF
BIRMINGHAM HOLDINGS, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this "LLC Agreement") as the sole member (the "Member") of Birmingham Holdings, LLC (the "Company"), a Delaware limited liability company formed on August 11, 2005 pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

The name of the Company shall be Birmingham Holdings, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and the Member's rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.
 2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
 3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
 4. Term. The term of the Company shall be perpetual.
 5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.
 6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.
 7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.
 8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.
-

9. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Burke W. Whitman	Executive Vice President
Rebecca Hurley	Senior Vice President, General Counsel & Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
Rosland F. McLeod	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each director and officer of the Company and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the date of formation of the Company as referenced above.

MEMBER:

TRIAD HOLDINGS V, LLC

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President

CERTIFICATE OF FORMATION

OF

BLUFFTON HEALTH SYSTEM LLC

The undersigned, an authorized person, for the purpose of forming a limited liability company under the provisions of the Delaware limited Liability Company Act, hereby certifies that:

FIRST: The name of the limited liability company ("Company" is Bluffton Health System LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the Company are Corporation Service Company, 1013 Centre Road, Wilmington, New Castle County, Delaware 19805.

By signing this Certificate of Formation, the undersigned is acting solely in the capacity of organizer for the purpose of forming the Company and she shall have no liability whatsoever for acts done or purportedly done on behalf of the Company.

Executed on August 27, 1999.

/s/ Gayle Jenkins

Gayle Jenkins, Organizer

STATE OF DELAWARE

SECRETARY OF STATE

DIVISION OF CORPORATIONS

FILED 03:00 PM 06/27/1999

991360352 — 3089523

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS

FILED 04:00 PM 05/09/2000

001236126 — 3089523

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

BLUFFTON HEALTH SYSTEM LLC

BLUFFTON HEALTH SYSTEM LLC , a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is

BLUFFTON HEALTH SYSTEM LLC

2. The certificate of formation of the company is hereby amended by striking out Article 2 thereof and by substituting in lieu of said Article the following new Article:

“2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 9 East Loockerman Street, Dover, Delaware 19901.”

Executed on Jan. 24, 2000.

/s/Gayle Jenkins

Gayle Jenkins, Ass't Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/12/2001
010281233 — 3089523

Certificate of Amendment to Certificate of Formation

of

BLUFFTON HEALTH SYSTEM LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the “limited liability company”) is BLUFFTON HEALTH SYSTEM LLC
2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company’s registered agent and registered office and by substituting in lieu thereof the following new statement:

“The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.”

Executed on 5-12-01

/s/Michael L. Silhol

MICHAEL L. SILHOL, Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
BLUFFTON HEALTH SYSTEM LLC

This Limited Liability Company Agreement (“Agreement”) of Bluffton Health System LLC (the “Company”) is made and entered into effective as of August 27, 1999, between QHG of Bluffton, Inc., an Indiana corporation (“QHG”) and Frankfort Health Partner, Inc., an Indiana corporation (“FHP”) (QHG, FHP and each additional person admitted as a member of the Company are referred to individually as a “Member” and collectively as “Members”).

A. An organizer formed the Company as a Delaware limited liability company under the Delaware Limited Liability Company Act (the “Act”) by filing a Certificate of Formation with the Office of the Delaware Secretary of State on August 27, 1999.

B. The Members desire to enter into this Agreement to set forth the provisions governing the management and conduct of the business of the Company and the rights and obligations of the Members.

The Members, in consideration of the foregoing premises and their mutual covenants and agreements set forth herein, agree as follows:

ARTICLE 1.

INTERESTS IN AND CAPITAL OF THE COMPANY

1.1 Units: Percentage Shares. Each Member’s Interest in the Company shall be denominated in “Units”. A Member’s “Percentage Share” in the Company shall be obtained by converting to a percentage the fraction having as its numerator the number of Units held by such Member and having as its denominator the aggregate number of Units held by all Members at the time. The initial Units and Percentage Share of each Member shall be set forth opposite such Member’s name on Exhibit 1.1 attached hereto. Thereafter, such Percentage Share shall be adjusted from time to time in accordance with this Agreement. All such adjustments shall be reflected on Exhibit 1.1 hereto.

1.2 Initial Capital Contributions. The Capital Contributions of the Members are shown on Exhibit 1.2. Except as provided in the Act, after a Member’s initial Capital Contribution is fully paid, no Member shall be required to make any further capital contributions or to lend any funds to the Company. “Capital Contribution” shall mean, with respect to any Member, the amount of money and the initial gross asset value of any property (other than money) contributed at any time to the Company with respect to such Member’s interest in the Company.

1.3 Return of Capital. No Member or assignee shall have the right to demand or receive a return of all or any part of such Member’s contributions to the capital of the Company. No Member (or assignee) shall be entitled to any interest on such Member’s capital account.

1.4 Limited Liability of Members, Assignees and Directors. No Member, assignee or Director shall be personally liable for the acts, debts, liabilities, or other obligations of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, assignee, Director, employee or agent of the Company. Each Member, Director and assignee shall be liable only to make the Capital Contributions that it has agreed to make and for such person's own acts and conduct.

1.5 Capital Accounts. Separate capital accounts shall be maintained for each Member (and assignee) and shall consist generally of the sum of the Member's initial capital account and any additional contributions to the capital of the Company that may be made by such Member, plus such Member's share of the income of the Company, less such Member's share of any losses of the Company, and less any distributions to or withdrawals made by or attributable to such Member from the Company. Each Member's capital account shall be maintained and adjusted in accordance with the principles set forth in U.S. Treasury Regulation Section 1.704-1(b).

ARTICLE 2.

ALLOCATIONS AND DISTRIBUTIONS

2.1 Allocation of Profits and Losses. Profits and losses for any fiscal year or other shorter period shall be allocated among Members in accordance with their respective Percentage Shares. "Profits and Losses" shall mean, for each fiscal year or other shorter period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss). "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

2.2 Distributions. The Board of Directors is authorized to make distributions of cash or other property to the Members (or assignees) in accordance with their respective Percentage Shares in such amounts and at such times as the Board of Directors shall determine. Nothing contained herein is intended nor shall be construed or applied to violate the fraud and abuse prohibitions under the Medicare and Medicaid programs. No Member shall have the right to demand or receive distributions of property other than cash. Distributions in kind of Company property, in liquidation or otherwise, shall be made only with the consent of the Board of Directors and only at a value agreed to by the Board of Directors. Prior to any such distribution in kind, the difference between such agreed value and the book value of such property shall be credited or charged, as the case may be, to the Members' capital accounts in proportion to their Percentage Shares, except as may otherwise be required under Code Section 704(c). Upon the distribution of such property, such agreed value shall be charged to the Capital Accounts of the Members receiving such distribution.

ARTICLE 3.

MANAGEMENT OF THE COMPANY'S AFFAIRS:

BOARD OF DIRECTORS

3.1 General Powers of the Board of Directors. The business and affairs of the Company shall be managed by its “Board of Directors” (herein so called) and the persons serving on the Board of Directors (the “Directors”), who shall serve in the capacity of “Managers” as defined in the Act. The Board of Directors shall direct, manage and control the Company’s business to the best of its ability and shall have full and complete authority, power, and discretion to make any and all decisions and do any and all things which the Board of Directors deems necessary or desirable for that purpose, subject to the rights and responsibilities of the Members. Unless expressly authorized by the Board of Directors, no Member shall have any authority to bind or obligate the Company.

3.2 Number. The number of Directors which shall constitute the whole Board of Directors shall be not less than three nor more than ten. The first Board of Directors shall consist of three Directors. Thereafter, within the limits above specified, the number of Directors shall be determined by resolution of the Board of Directors or by the Members at the annual meeting of the Members, except as provided in Section 3.3 of this Article, and each Director elected shall hold office until his successor is elected and qualified Directors need not be Members.

3.3 Removal of Directors. The Members shall have the power at any meeting of the Members to remove any Director or officer with or without cause by a vote of the majority in amount of all the outstanding Units of the Company entitled to vote.

3.4 Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of Directors or from any removal of incumbent Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no Directors in office, then an election of Directors may be held by the Members.

3.5 Quorum. A majority of all the Directors of the Company shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board of Directors and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

3.6 Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board of Directors and without notice of said meeting. Special meetings may be called at the discretion of the President of the Company, or upon request of a majority of members of the Board of Directors. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of Members, at which the Directors shall elect the officers of the Company for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

3.7 Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings shall be given to each Director by mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and

notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Company or made a part of the minutes of the meeting.

3.8 Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any Director from serving the Company in any other capacity and receiving compensation therefor.

3.9 Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

3.10 Indemnification. This Company shall indemnify each present and future Director and officer and any person who may serve at its request as a Director or officer of another entity to the extent required and to the extent permitted by the Act.

3.11 Local Advisory Board.

3.11.1 Board. It shall be the policy of the Company that any medical facility owned by the Company shall be operated as a division of the Company under the administrative direction of an "Administrator" and with the advice of a "Local Advisory Board", some of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence. The Local Advisory Board shall consist of two (2) individual members of the community in which Caylor-Nickel Medical Center (the "Hospital") is operated (the "Community Representatives"), two (2) physicians chosen by the Board of Directors and two (2) other representatives chosen by the Board of Directors. The Community Representatives will be selected by the Board of Directors from a slate of candidates (at least equal to the number of Local Advisory Board seats to be filled) submitted by Caylor-Nickel Medical Center, Inc. or a party it identifies from time to time in writing to the Board of Directors as its designee. In the event the Company or an affiliate acquires, leases or engages in a similar transaction with Wells Community Hospital, the Company may increase the size of the Local Advisory Board and provide for the selection of such additional LAB Directors as the Company determines in its discretion, to provide Wells Community Hospital representation on the Local Advisory Board. Members of the Local Advisory Board are referred to in this Agreement as "LAB Directors". The Local Advisory Board shall continue in existence until the earlier of (i) a change in law that the Board of Directors believes would result in the illegality of the Local Advisory Board relationship, (iii) receipt of a response from a nationally recognized hospital accreditation commission indicating that the Local Advisory Board's continued existence would have a material negative effect on the Hospital's ability to receive or maintain accreditation by such commission, or (iii) October 1, 2009 (the "Existence Period").

3.11.2 Governance and Responsibilities. The Local Advisory Board shall be governed by this Agreement, but in addition thereto shall authorize and adopt Bylaws for its own management subject to the authority of the Board of Directors. Such Bylaws shall provide the procedure for the election of officers, regular meetings, keeping of a permanent record of the minutes of the meetings of the Local Advisory Board and other matters. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or Company. The Bylaws shall further provide that all action taken by the Local Advisory Board shall be reported to and subject to the authority of the Board of Directors. In the event of a conflict between this Agreement and the Bylaws, this Agreement shall control. The Local Advisory Board shall be responsible for the following:

- (a) authority over medical staff affairs, including appointments, re-appointments, credentialing, quality of care issues, and bylaws;
- (b) assuring the Hospital's compliance with the requirements of the JCAHO;
- (c) oversight over all the Hospital's quality assurance activities;
- (d) providing input to the Board of Directors' on strategic and long-range plans; and
- (e) in the event the Company or an affiliate leases or acquires or sells Wells Community Hospital, development of a plan to consolidate the operations of the Hospital and Wells Community Hospital.

3.11.3 Reservation. Responsibilities not specifically assigned to the Local Advisory Board in Section 3.11.2 will be retained by the Board of Directors including but not limited to all authority regarding operational and financial matters. In addition, the Board of Directors shall have authority, in its sole discretion, to override any decision made by the Local Advisory Board.

3.11.4 Removal of LAB Directors. The Board of Directors shall have the power to remove and replace any LAB Director with or without cause. Vacancies from any resignation or removal of incumbent LAB Directors shall be filled by the Board of Directors provided, however, that any replacement of a LAB Director originally selected from the slate of candidates submitted by Caylor-Nickel Medical Center, Inc. pursuant to Section 3.11.1 shall be selected by the Board of Directors from a new slate of candidates submitted by Caylor-Nickel medical Center, Inc.

3.11.5 Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or by the Local Advisory Board pursuant to any delegated responsibility for medical matters.

3.11.6 Amendment. The provisions of Section 3.11 of this Agreement shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of the Units voted at the meeting at which such amendment is to be considered, except with respect to any medical

facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE 4.

OFFICERS

4.1 Number. The officers of the Company shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer and one or more assistant secretaries and assistant treasurers. In addition, the President may appoint, or the Board of Directors may elect, one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of formation or this Agreement provide otherwise. No person shall sign any document on behalf of this Company in more than one capacity.

4.2 Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of Members and shall hold office at the pleasure of the Board of Directors. The President shall be a Director.

4.3 Compensation. The salaries of all officers and agents of the Company shall be fixed by the Board of Directors.

4.4 Removal and Vacancies. The officers of the Company shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board of Directors the best interest of the Company demands such removal. Any vacancy occurring in any office of the Company shall be filled by the Board of Directors.

4.5 President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board of Directors shall elect a permanent Chairman; to call special meetings of the Board of Directors whenever he may think such meetings are necessary, or as requested to do so in accordance with this Agreement; to sign all contracts, leases, mortgages, deeds, conveyances and other documents of the Company, which shall be countersigned by the Secretary or Treasurer where required. He shall have executive management and general supervision and direction of the affairs of the Company. He shall preside at the annual meeting of the Members of the Company and make a presentation covering the operation of the Company for the preceding year, together with such suggestions as he may deem proper.

4.6 Vice Presidents. In the event of the President's inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

4.7 Secretary. The Secretary shall have the powers granted him under this Agreement, and shall sign and issue all the calls for the Members' and Directors' meetings when properly authorized; shall give notice of such meetings to each Member or Director as provided above in this Agreement and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all Members' and Directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

4.8 Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

4.9 Treasurer. The Treasurer shall have the custody of all monies and securities of the Company and shall deposit same in the name and to the credit of the Company and shall keep a full and accurate account of the receipts and disbursements in books belonging to the Company and shall disburse the funds of the Company by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

4.10 Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE 5. MEMBERS

5.1 Location. All meetings of the Members shall be held at any place within or without the State of Delaware which may be designated either by the Board of Directors or by the written consent of all Members entitled to vote thereat given either before or after the meeting and filed by the Secretary of the Company. In the absence of any such designation, Members' meetings shall be held in the City of Brentwood, State of Tennessee.

5.2 Annual Meeting. The annual meeting of the Members shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the Members shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

5.3 Special Meetings. Special meetings of the Members, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more Members holding not less than one-fifth (1/5) of the Units of the Company.

5.4 Notices. Written notice of each annual meeting shall be given to each Member either personally or by mail or by other means of written communication, charges prepaid, addressed to each Member at his address appearing on the books of the Company, or given by him to the Company for the purpose of notice. If a Member gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the Company is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the Company is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such Member. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a Member at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a Member in writing of notice of any meeting of Members shall be equivalent to the giving of such notice.

5.5 Quorum. The presence in person or by proxy of the holders of a majority of the Units entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the Members may be adjourned from time to time by the vote of a majority of the Units, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The Members present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough Members to leave less than a quorum.

5.6 Proxies. Units and Members may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a Member shall be sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

5.7 Voting. Each Unit present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

5.8 Presiding Officer. Every meeting of Members, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the Company shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

5.9 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of Members entitled to participate,

which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

5.10 Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of Members of the Company, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken shall be signed by all of the Members.

ARTICLE 6.

TRANSFERS OF MEMBERSHIP INTERESTS BY MEMBERS

6.1 No Transfers. Each Member covenants and agrees that it will not sell, assign, transfer, alienate or otherwise dispose of (each such event being deemed a "Transfer") all or any part of its Units in the Company to any person or entity, including the Company without the approval of the Board of Directors. Notwithstanding the foregoing, it shall not be deemed a Transfer for a Member to mortgage, pledge or otherwise encumber its Units in the Company; provided, however, that it shall be deemed a Transfer if a party for whose benefit the Units are mortgaged, pledged or otherwise encumbered shall obtain full title to such Units.

ARTICLE 7.

DISSOLUTION AND LIQUIDATION OF THE COMPANY

7.1 Dissolving Events. The existence of the Company shall be perpetual provided that the Company shall be dissolved and liquidated upon the occurrence of any of the following events:

- i. The unanimous written agreement of the Members to terminate the Company.
- ii. The entry of a final judgment, order or decree of judicial dissolution of the Company issued by a court of competent jurisdiction under the authority of Act § 18-802, and the expiration of the period, if any, allowed by applicable law in which to appeal therefrom.
- iii. The administrative dissolution of the Company by action of the Secretary of State of the State of Delaware and the expiration of the period, if any, allowed by applicable law in which to appeal therefrom or to become reinstated.
- iv. Any event which results in there being fewer than two Members.
- v. Any Transfer of a Unit in violation of Section 6.1.

Notwithstanding any other provision of this Agreement, in no event shall the redemption or purchase of the Units of a Member by the Company or any Transfer of a Unit be a dissolving event if the remaining Members consent to the continued existence and business of the Company as provided in Act §18-801(4).

7.2 Method of Liquidation. Upon the happening of any of the events specified in Section 7.1, the Company shall continue solely for the purpose of winding up its affairs liquidating its assets, and satisfying the claims of its creditors and Members. The Board of Directors shall be responsible for overseeing the winding up and liquidation of the Company. In the course of winding up its affairs, any of the Company's assets may be sold upon the consent of the Board of Directors, and any proceeds derived from any such sale, together with all assets that are not sold, shall be applied and distributed in the following manner and in the following order of priority:

- i. To the payment of the debts and liabilities of the Company and to the expenses of liquidation in the order of priority as provided by law, and to the establishment of any reserves that the Board of Directors deems necessary for any contingent liabilities or obligations of the Company; then
- ii. To the payment of any liabilities or debts, other than capital accounts, of the Company to any of the Members; then
- iii. To the Members (and assignees) in accordance with the relative positive balances of their capital accounts, after giving effect to all contributions, distributions and allocations under this Agreement for all periods as required by Section 704(b) of the Code and the regulations promulgated thereunder.

In the course of any liquidation, the difference between the fair market value and book value of any assets that are distributed in kind shall be credited or charged, as the case may be, to the Members' (or assignees') capital accounts.

7.3 Reasonable Time for Liquidation. A reasonable time (not to exceed twelve (12) months) shall be allowed for the orderly liquidation and winding up of the Company in order to minimize any losses that may be attendant upon such liquidation.

7.4 Distribution to Liquidating Trust. In the discretion of the Board of Directors, assets otherwise distributable to the Members (or assignees) pursuant to Section 7.2 may be distributed to a liquidating trust established for the benefit, and upon the agreement, of all Members (and assignees) for purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or potential liabilities or obligations of the Company.

7.5 Date of Termination. The Company shall be completely terminated when all property of the Company shall have been disposed of by the Company in accordance with Section 7.2. The establishment of any reserves in accordance with the provisions of Section 7.2 or the creation of a liquidating trust in accordance with Section 7.4 shall not have the effect of extending the existence of the Company, but any remaining balance in any such reserve or liquidating trust shall be distributed in the manner provided in Section 7.2 upon expiration of the period of such reserve or liquidating trust, as the case may be.

7.6 Certificate of Cancellation. Upon completing the winding up and liquidation of the Company, the Company shall cause to be filed a Certificate of Cancellation of the Company as provided by Act § 18-203. The Members agree to join in executing such document if such joinder is required by the Act or deemed necessary or appropriate by the Board of Directors.

Upon the filing of the Certificate of Cancellation, the Members shall cease to be such and the Company and this Agreement shall be terminated.

ARTICLE 8.

COMPANY FUNDS AND ACCOUNTING

8.1 Books of Account: Records and Information. The books of account of the Company shall be maintained at the Company's principal executive office or such other location determined by the Board of Directors, and each Member shall have access thereto at all reasonable times. The Company shall also maintain such records and information required by Act § 18-305 and shall permit the inspection and copying of such records and information by the Members.

8.2 Period and Method of Accounting. The Company's books of account shall be maintained on such fiscal year basis as may be determined by the Board of Directors, and such books shall be kept in accordance with such method of accounting as may be adopted by the Board of Directors or as required by the Code.

8.3 Tax Elections. The Board of Directors shall have the responsibility for making (and revoking) all tax elections on behalf of the Company (and which are to be made by the Company as opposed to the Members) under the Code. Upon the transfer of Units in the Company or a distribution of property to a Member (or assignee), the Company may, but is not required to, elect, pursuant to Section 754 of the Code, to adjust the basis of Company property as allowed by Section 734(b) and 743(b) thereof.

8.4 Tax Matters Manager. QHG of Bluffton, Inc. shall be Tax Matters Manager and shall act as the "Tax Matters Partner" as defined in the Code Section 6231(a)(7) and is authorized to execute, on behalf of the Company, all documents and returns necessary to comply with the U.S. Treasury Regulations promulgated thereunder.

ARTICLE 9. GENERAL

9.1 Filings. The Company shall execute and cause to be filed such certificates and documents required by any jurisdiction in which the Company engages in business. The Company shall take all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of Delaware and any other jurisdiction in which the Company engages in business.

9.2 Status of Company for Tax Purposes. The Members intend that the Company be classified as a partnership for federal and state income tax purposes. The Members shall be under a continuing obligation to perform their duties and responsibilities under this Agreement in light of such intention, and the Company shall do any and all things and acts necessary or appropriate to maintain such classification including filing form 8832 with the Internal Revenue Service.

9.3 Waiver of Action for Partition. Each Member (and assignee) irrevocably waives any right that it may have to maintain any action for partition with respect to the Company and its property.

9.4 Nonrecourse Loans. If the Company borrows money on a nonrecourse basis, then the creditor who makes such a loan to the Company will not have or acquire at any time as a result of making the loan, any direct or indirect interest in the profits, capital or property of the Company other than as a secured creditor.

9.5 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Members (and assignees) and their respective heirs, representatives, transferees, successors and assigns.

9.6 Construction. As herein used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, unless the context would otherwise fairly require. The titles of the Articles and Sections herein have been inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof. All references herein to Articles and Sections shall mean the appropriate numbered Article or Section hereof except where reference is made to the Act, the Code or to some other specified law, regulation or instrument. All references to provisions of the Act, Code or other specified law shall be deemed to include any amendment or successor provisions of the Act, Code or other specified law.

9.7 Survival of Provisions. Whenever possible, each provision and term of this Agreement shall be interpreted in such manner as to be valid and enforceable; provided that in the event any provision or term of this Agreement should be determined to be invalid or unenforceable, all other provisions and terms of this Agreement and the application thereof to all persons and circumstances subject thereto shall remain unaffected to the extent permitted by law.

9.8 Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the Members with respect to the subject matter hereof and shall control over any inconsistent understanding, restriction, representation, or warranty among the Members.

9.9 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Delaware except where reference is herein made to Sections or provisions of the Code or regulations. All references to Sections or provisions of the Code shall mean such Sections or provisions as now or hereafter amended and shall include any successor Sections or provisions.

9.10 No Third Party Beneficiaries. This Agreement is entered into by and for the benefit of the Members only and shall not be construed to create any rights to enforce this Agreement or otherwise for any other person or entity including, but not limited to, Caylor-Nickel Medical Center, Inc. or the Local Advisory Board.

The parties hereto have executed this Agreement as of the date first above written.

QHG of Bluffton, Inc.

By: /s/Wayne T. Smith

Title: President

Frankfort Health Partner, Inc.

By: /s/Wayne T. Smith

Title: President

EXHIBIT 1.1

PERCENTAGE SHARES

MEMBER	UNITS	PERCENTAGE SHARE
QHG of Bluffton, Inc.	99	99%
Frankfort Health Partner, Inc.	1	1%
Total	100	100%

EXHIBIT 1.2

CAPITAL CONTRIBUTIONS

QHG of Bluffton, Inc.

\$ _____

Frankfort Health Partner, Inc.

\$ _____

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11:24 AM 11/18/1998
981443162 — 2967928

CERTIFICATE OF LIMITED PARTNERSHIP

OF

BROWNWOOD HOSPITAL, L.P.

This Certificate of Limited Partnership of Brownwood Hospital, L.P. (the "Partnership"), dated as of November 17, 1998, is being executed and filed by Brownwood Medical Center, LLC, as sole general partner, to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act.

1. Name. The name of the limited partnership formed hereby is Brownwood Hospital, L.P.
2. Registered Office. The address of the registered office of the Partnership in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
3. Registered Agent. The name and address of the registered agent for service of process on the Partnership in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
4. General Partner. The name and the business address of the sole general partner of the Partnership is:

Brownwood Medical Center, LLC
c/o Columbia/HCA Healthcare Corporation
One Park Plaza
P.O. Box 550
Nashville, Tennessee 37202-0550

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership as of the date first above written.

BROWNWOOD MEDICAL CENTER, LLC

/s/ John M. Franck II
John M. Franck II
Vice President

AGREEMENT OF LIMITED PARTNERSHIP

OF

BROWNWOOD HOSPITAL, L.P.

The undersigned parties, being all of the partners (the "Partners") of Brownwood Hospital, L.P. (the "Partnership"), a Delaware limited partnership, hereby form the Partnership pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Act"), and hereby agree that the ownership interests in the Partnership ("Percentage Ownership") and the capital contributions of the Partners are as follows:

Name and Address	Percentage Ownership	Initial Contribution
SOLE GENERAL PARTNER: Brownwood Medical Center, LLC (the "General Partner") One Park Plaza Nashville, Tennessee 37203	1%	The assets to be contributed to the Partnership by the General Partner, as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Partners and the Partnership.
SOLE LIMITED PARTNER: Medical Center of Brownwood, LLC (the "Limited Partner") One Park Plaza Nashville, Tennessee 37203	99%	The assets to be contributed to the Partnership by the Limited Partner as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Partners and the Partnership.

Neither Partner shall be required to make any additional contributions of capital to the Partnership, although the Partners may from time to time agree to make additional contributions to the Partnership.

The Partnership may engage in any lawful business permitted by the Act, including, without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

The address of the registered office of the Partnership in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805 and the name and address of the registered agent for service of process on the Partnership in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

The Partnership shall be terminated and dissolved upon the earlier of (i) the mutual agreement of the Partners or (ii) December 31, 2050.

Prior to the dissolution of the Partnership, no Partner shall have the right to receive any distributions or return of its capital contribution.

All distributions and all allocations of income, gains, losses and credits shall be made in accordance with the Percentage Ownership of each Partner, as specified in this Agreement of Limited Partnership (the "Partnership Agreement").

The General Partner of the Partnership shall have the exclusive right and full power and authority to manage, control, conduct and operate the business of the Partnership and may take any and all action, including, but not limited to, the disposition of any or all of the Partnership's assets, without the consent of the Limited Partner. The General Partner shall maintain all books and records required by the Act to be maintained at the Partnership's principal place of business. The General Partner shall make available to the Limited Partner such books and records of the Partnership as are required pursuant to the Act. The General Partner shall have the right to designate a different registered agent and/or registered office for the Partnership by complying with any requirements pursuant to the Act.

The Partnership shall indemnify and hold harmless the General Partner, and its partners, managers, members, employees, agents and representatives and the shareholders, officers, directors, members, employees, agents and representatives of its partners to the fullest extent permitted by the Act.

Neither the General Partner nor the Limited Partner shall be permitted to withdraw from the Partnership or transfer, assign, or pledge its interest in the Partnership without the prior written consent of the other Partner, which consent may be withheld in such Partner's sole discretion.

The Partnership is hereby authorized to engage in any merger or consolidating transaction with any limited partnership or other business entity as provided in Section 17-211 of the Act. Any such merger or consolidation transaction may be approved solely by the General Partner and does not require the consent of the Limited Partner. If the Partnership is the surviving or resulting limited partnership in any merger or consolidation, the Partnership Agreement may be amended and/or restated in connection with the agreement of merger or consolidation.

The Partnership Agreement may be amended in whole or in part at the sole discretion of the General Partner without the approval of the Limited Partner. The General Partner may, in its sole and absolute discretion, admit additional or substitute general or limited partners and reallocate the Percent Ownership.

The Partners hereby agree that all other terms of the Partnership be controlled and interpreted in accordance with the Act.

EXECUTED on December 30, 1998.

SOLE GENERAL PARTNER

Brownwood Medical Center, LLC

By: /s/ John M. Franck II
John M. Franck II
Vice President

SOLE LIMITED PARTNER

Medical Center of Brownwood, LLC

By: /s/ John M. Franck II
John M. Franck II
Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/09/1998
981430192 — 2964283

CERTIFICATE OF FORMATION

OF

BROWNWOOD MEDICAL CENTER, LLC

Under Section 18-201 of the Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Brownwood Medical Center, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/ John M. Franck II
Name: John M. Franck II
Title: Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT

OF

BROWNWOOD MEDICAL CENTER, LLC

This Limited Liability Company Agreement of Brownwood Medical Center, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Brownwood Regional Hospital, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Brownwood Medical Center, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 30th day of December, 1998.

BROWNWOOD REGIONAL HOSPITAL, INC.

By: /s/ R. Milton Johnson
R. Milton Johnson
Vice President

SCHEDULE A

Member and
Business Address
Brownwood Regional Hospital, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital
Contribution
The assets contributed to the Company as set forth in a Bill of
Sale and Assignment, effective as of the Effective Time (as
defined therein), between the Member and the Company.

Limited Liability
Company Interest
100%

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
BROWNWOOD MEDICAL CENTER, LLC

This Amended and Restated Limited Liability Company Agreement of Brownwood Medical Center, LLC, is entered into by Southern Texas Medical Center, LLC, as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of Brownwood Medical Center, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be Brownwood Medical Center, LLC (the "Company").
2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise,

possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed “securities” within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the 29th day of April, 1999.

SOUTHERN TEXAS MEDICAL CENTER, LLC

By: /s/ John M. Franck II
John M. Franck II
Vice President

SCHEDULE A

Member and
Business Address
Southern Texas Medical Center, LLC
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital
Contribution
The assets contributed to the Company as set forth in a Bill of
Sale and Assignment, effective as of the Effective Time (as
defined therein), between the Member and the Company.

Limited Liability
Company Interest
100%

ADDENDUM

Effective as of April 22, 1999 (the "Merger Date"), Brownwood Regional Hospital, Inc. ("Brownwood") merged with and into Southern Texas Medical Center, LLC ("Southern Texas Medical"), whereupon Southern Texas Medical became the sole member of Brownwood Medical Center, LLC, a Delaware limited liability company ("LLC"). Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Brownwood as the sole member (the "Member") shall be deemed to be references to Southern Texas Medical as the Member.

IN WITNESS WHEREOF, Southern Texas Medical has executed this Addendum on the 22nd day of April, 1999.

SOUTHERN TEXAS MEDICAL CENTER, LLC

By: /s/ John M. Franck II
John M. Franck II
Vice President

CERTIFICATE OF FORMATION
OF
CARLSBAD MEDICAL CENTER, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Carlsbad Medical Center, LLC (the “Company”).

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company’s registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/ John M. Franck II
Name: John M. Franck II
Title: Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE DIVISION OF CORPORATIONS
FILED 09:00 AM 11/09/1998
981430185 — 2964276

STATE OF DELAWARE
SECRETARY OF STATE DIVISION OF CORPORATIONS
FILED 03:45 PM 04/16/1999
991150788 — 2964276

CERTIFICATE OF MERGER
OF
HEALTHCARE CORPORATION OF SOUTHERN NEW MEXICO
INTO
CARLSBAD MEDICAL CENTER, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company and corporation DO HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Carlsbad Medical Center, LLC (the "LLC")	Delaware
Healthcare Corporation of Southern New Mexico (the "Company")	New Mexico

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities to the merger.

THIRD: The Company shall be merged with and into the LLC, with the LLC being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be Carlsbad Medical Center, LLC.

FOURTH: The Certificate of Formation of the LLC at the effective time of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder or member, as the case may be, of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on April 16, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 15th day of April, 1999.

CARLSBAD MEDICAL CENTER, LLC

By: /s/ John M. Franck II

Name: John M. Franck II

Title: Manager

HEALTHCARE CORPORATION OF SOUTHERN NEW MEXICO

By: /s/ R. Milton Johnson

Name: R. Milton Johnson

Title: Vice President

STATE OF DELAWARE
SECRETARY OF STATE DIVISION OF CORPORATIONS
FILED 03:30 PM 05/07/1999
991183188 — 2964276

CERTIFICATE OF MERGER
OF
CARLSBAD PECOS VALLEY, LLC
INTO
CARLSBAD MEDICAL CENTER, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Carlsbad Medical Center, LLC ("LLC 1")	Delaware
Carlsbad Pecos Valley, LLC ("LLC 2")	Delaware

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities in the merger.

THIRD: LLC 2 shall be merged with and into LLC 1, with LLC 1 being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be Carlsbad Medical Center, LLC.

FOURTH: The Certificate of Formation of LLC 1 at the effective date of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on May 7, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 6th day of May, 1999.

CARLSBAD MEDICAL CENTER, LLC

By: /s/ Ronald Lee Grubbs, Jr.

Ronald Lee Grubbs, Jr.
Vice President

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CARLSBAD MEDICAL CENTER, LLC

This Amended and Restated Limited Liability Company Agreement of Carlsbad Medical Center, LLC, is entered into by Hospital Corp., LLC, as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of Carlsbad Medical Center, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be Carlsbad Medical Center, LLC (the "Company").
2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of

Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the ____day of April, 1999.

HOSPITAL CORP. LLC

By: /s/ John M. Franck II

John M. Franck II

Vice President

SCHEDULE A

Member and Business
Address
Hospital Corp., LLC
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital Contribution
The assets contributed to the Company as set
forth in a Bill of Sale and Assignment,
effective as of the Effective Time (as defined
therein), between the Member and the
Company

Limited Liability
Company Interest

ADDENDUM

Effective as of April 16, 1999 (the "Merger Date"), Healthcare Corporation of Southern New Mexico ("Healthcare Corporation") merged with and into Carlsbad Medical Center, LLC, a limited liability company of which Healthcare Corporation was the sole member ("Carlsbad") whereupon HCA, Inc., the sole shareholder of Healthcare Corporation ("HCA") became the sole member of Carlsbad. Attached hereto is a copy of the Limited Liability Company Agreement of Carlsbad (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Healthcare Corporation as the sole member (the "Member") shall be deemed to be references to HCA as the Member.

IN WITNESS WHEREOF, HCA has executed this Addendum on the 16th day of April, 1999.

HCA, INC.

By R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of April 21, 1999 (the "Merger Date"), HCA, Inc. ("HCA") merged with and into Hospital Corp., LLC ("Hospital Corp."), whereupon Hospital Corp. became the sole member of Carlsbad Medical Center, LLC, a Delaware limited liability company ("LLC"). Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that from and after the Merger Date, all references in the Agreement to HCA as the sole member (the "Member") shall be deemed to be references to Hospital Corp. as the Member.

IN WITNESS WHEREOF, Hospital Corp. has executed this Addendum on the 21st day of April, 1999.

HOSPITAL CORP., LLC

/s/ John M. Franck II
John M. Franck II
Vice President

ADDENDUM

Effective as of May 4, 1999 (the "Effective Date"), Hospital Corp., LLC ("Hospital Corp.") assigned, transferred and conveyed its 100% limited liability company interest in Carlsbad Medical Center, LLC, a Delaware limited liability company ("LLC") to Healthtrust, Inc. — The Hospital Company ("Healthtrust"), whereupon Healthtrust became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Hospital Corp. as the sole member (the "Member") shall be deemed to be references to Healthtrust as the Member.

IN WITNESS WHEREOF, Healthtrust has executed this Addendum on the 4th day of May, 1999.

HEALTHTRUST, INC. — THE HOSPITAL COMPANY

By /s/ R. Milton Johnson
R. Milton Johnson
Manager

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Healthtrust, Inc. — The Hospital Company ("Healthtrust") assigned, transferred and conveyed its 100% limited liability company interest in Carlsbad Medial Center, LLC, a Delaware limited liability company ("LLC") to Triad Hospitals, Inc. ("Triad Inc."). whereupon Triad Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Healthtrust as the sole member (the "Member") shall be deemed to be references to Triad Inc. as the Member.

IN WITNESS WHEREOF, Triad Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS, INC.

/s/ R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Hospitals, Inc. ("Triad Inc.") assigned, transferred and conveyed its 100% limited liability company interest in Carlsbad Medial Center, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals Holdings, Inc. ("Holdings Inc."), whereupon Holdings Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement. and further agrees that, from and after the Effective Date, all references in the Agreement to Triad Inc. as the sole member (the "Member") shall be deemed to be references to Holdings Inc. as the Member.

IN WITNESS WHEREOF, Holdings Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS HOLDINGS. INC.

/s/ R. Milton Johnson
R. Milton Johnson
Vice President

SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CARLSBAD MEDICAL CENTER, LLC

This Second Amended and Restated Limited Liability Company Agreement of Carlsbad Medical Center, LLC, effective as of November 23, 2004 (this "Agreement"), is entered into by Triad Hospitals, Inc., a Delaware corporation, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Amended and Restated Limited Liability Company Agreement of the Company, dated effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Carlsbad Medical Center, LLC (the "Company").
2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101. et. seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Member and Capital Contribution. The name and the business address of the Member are set forth on Schedule A attached hereto and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company shall be listed in the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Member (the “Managing Member”). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company’s business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any of the officers of the Managing Member, or by any of the Officers of the Company. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of which shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an “Officer”) shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby appoints the Officers set forth on Exhibit B hereto; and each person who may previously have been designated as an agent or officer of the Company is hereby removed from such office or designation, except to the extent such person shall have been re-appointed to such office as shown on Exhibit B.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company’s funds, cash, securities and other property and shall keep full and accurate

accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquirer. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Whenever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated assignee or assignees. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a

Certificate for Interest, each assignee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member, Managers or Officers. Neither the Member nor any manager or Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager, Officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) for Interest. The interests in the Company of the members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"). The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from

time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective for all purposes as of the date first above written.

TRIAD HOSPITALS, INC.

/s/ Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Hospitals, Inc.
5800 Tennyson Parkway
Plano, Texas 75024

Limited Liability
Company Interest
100%

EXHIBIT B
[List of Officers]

Name:	Title:
James D. Shelton	President
Donald P. Fay	Executive Vice President, General Counsel and Secretary
Daniel J. Moen	Executive Vice President
Burke W. Whitman	Executive Vice President
Marsha D. Powers	Senior Vice President
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Rebecca Hurley	Senior Vice President, Associate General Counsel and Assistant Secretary
Robert P. Frutiger	Vice President
James B. Shannon	Vice President
Rosland F. McLeod	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

EXHIBIT C
Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between ____, ("Assignor") and ____("Assignee"), to be effective as of ____.

RECITALS

WHEREAS, Assignor is the sole member in Carlsbad Medical Center, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, Assignor desires to transfer and assign its member interest in the Company (the "Member Interest") to Assignee, and Assignee desires to accept the Member Interest.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Rights, Title and Interests. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Member Interest in the Company.
2. Assumption of Liabilities. As consideration for the transfer of the Member Interest pursuant to Section 1 above, Assignee hereby assumes all the liabilities and obligations of Assignor relating to the Member Interest, and accepts and agrees to be bound by the provisions of the Second Amended and Restated Limited Liability Company Agreement of the Company, dated effective as of November 23, 2004, as such may be amended, restated or supplemented from time to time.
3. Deliveries. Each of Assignor and Assignee agrees, at any time and from time to time, upon the request of the other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.
4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters provided for herein, and supercedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement.
5. Amendments. Any amendment to or waiver of any provision of this Agreement shall be in writing and executed by both parties hereto and their respective successors and assigns.
6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

8. Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

Assignor:

Assignee:

EXHIBIT D
Form of Certificate for Interest

CERTIFICATE FOR INTEREST
IN
CARLSBAD MEDICAL CENTER, LLC

No. _____ [Date]

Carlsbad Medical Center, LLC, a Delaware limited liability company (the "Company"), hereby certifies that ____ (the "Holder") is the registered holder of 100% of the membership interests in the Company, which membership interests are represented by this Certificate. The rights and limitations of the membership interests evidenced hereby are set forth in the Second Amended and Restated Limited Liability Company Agreement of the Company dated effective as of November 23, 2004, as amended from time to time (the "LLC Agreement"), the terms of which are incorporated herein by reference. Defined terms not otherwise defined herein shall have the meanings assigned to them in the LLC Agreement. Copies of the LLC Agreement are on file in the principal offices of the Company at 5800 Tennyson Parkway, Plano, Texas 75024.

The Holder, by accepting this Certificate, is deemed to have agreed to comply with and be bound by the limitations of the membership interests evidenced hereby, as provided in the LLC Agreement.

The membership interests of the Holder in the Company are transferable only in accordance with the LLC Agreement. This Certificate must, in the event of a transfer of all or any portion of the membership interests in the Company, be surrendered to the Company for cancellation, whereupon a replacement Certificate(s) will be issued to the transferee, in accordance with the provisions of the LLC Agreement.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the undersigned has caused this Certificate for Interest to be executed on the date first above written

CARLSBAD MEDICAL CENTER, LLC

By _____

ADDENDUM

Effective as of 12:01 a.m. (Eastern Standard Time) on January 1, 2006 (the "Effective Date"), Triad Hospitals, Inc. ("Triad") assigned, transferred and conveyed its 100% limited liability company interest in Carlsbad Medical Center, LLC, a Delaware limited liability company ("LLC"), to Tennyson Holdings, Inc. ("Holdings"), whereupon Holdings became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad as the sole member (the "Member") shall be deemed to be references to Holdings as the Member.

IN WITNESS WHEREOF, Holdings has executed this Addendum on the 1st day of January, 2006.

TENNYSON HOLDINGS, INC.

/s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President, General Counsel and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 10/15/1998
981398041 — 2955684

CERTIFICATE OF FORMATION

OF

CLAREMORE REGIONAL HOSPITAL, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Claremore Regional Hospital, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 13, 1998.

By: /s/ John M. Franck II
Name: John M. Franck II
Title: Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 05/07/1999
991183198 — 2955684

CERTIFICATE OF MERGER

OF

EP CLAREMORE PROPERTYCO, LLC

INTO

CLAREMORE REGIONAL HOSPITAL, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Claremore Regional Hospital, LLC (“LLC 1”)	Delaware
EP Claremore Propertyco, LLC (“LLC 2”)	Delaware

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the “Merger Agreement”) has been approved and executed by each of the constituent entities in the merger.

THIRD: LLC 2 shall be merged with and into LLC 1, with LLC 1 being the surviving entity (the “Surviving Entity”) in the merger, and the name of the Surviving Entity shall be Claremore Regional Hospital, LLC.

FOURTH: The Certificate of Formation of LLC I at the effective date of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the constituent entities.

SEVENTH; This Certificate of Merger shall be effective on May 7, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 6th day of May, 1999.

CLAREMORE REGIONAL HOSPITAL, LLC

By: /s/ Ronald Lee Grubbs, Jr.
Ronald Lee Grubbs, Jr.
Vice President

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CLAREMORE REGIONAL HOSPITAL, LLC

This Amended and Restated Limited Liability Company Agreement of Claremore Regional Hospital, LLC, is entered into by Medical Centers of Oklahoma, LLC, as the sole member (the "Member").

WHEREAS, the Member desires to Amend and Restate the Limited Liability Company Agreement of Claremore Regional Hospital, LLC, effective as of October 15,

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be Claremore Regional Hospital, LLC (the "Company").
2. Purpose. The object and purpose and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise,
-

possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the 29th day of April, 1999.

MEDICAL CENTERS OF OKLAHOMA, LLC

By: /s/ John M. Franck II

John M. Franck II

Vice President

SCHEDULE A

Member and
Business Address.
Medical Centers of Oklahoma, LLC
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital
Contribution
The assets contributed to
the Company as set forth
in a Bill of Sale and
Assignment, effective as of
the Effective Time (as
defined therein), between the
Member and the Company.

Limited Liability
Company Interest
100%

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:47 AM 08/11/2005
FILED 09:47 AM 08/11/2005
SW 050662437 — 4014187 FILE

CERTIFICATE OF FORMATION

OF

CLARKSVILLE HOLDINGS, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is CLARKSVILLE HOLDINGS, LLC (the “Company”).

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of August 10, 2005.

By: /s/ Rebecca Hurley
Name: Rebecca Hurley
Title: Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
CLARKSVILLE HOLDINGS, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this “LLC Agreement”) as the sole member (the “Member”) of Clarksville Holdings, LLC (the “Company”), a Delaware limited liability company formed on August 11, 2005 pursuant to the provisions of the Delaware limited Liability Company Act (the “Act”).

The name of the Company shall be Clarksville Holdings, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and the Member’s rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.
 2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
 3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
 4. Term. The term of the Company shall be perpetual.
 5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.
 6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following. (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.
 7. Allocation of Profits and Losses. The Company’s profits and losses shall be allocated to the Member.
-

8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

9. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Burke W. Whitman	Executive Vice President
Rebecca Hurley	Senior Vice President, General Counsel & Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
Rosland F. McLeod	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each director and officer of the Company and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the date of formation of the Company as referenced above.

MEMBER:

QUORUM HEALTH GROUP OF VICKSBURG, INC.

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/17/1998
981443224 — 2967943

CERTIFICATE OF LIMITED PARTNERSHIP

OF

COLLEGE STATION HOSPITAL, L.P.

This Certificate of Limited Partnership of College Station Hospital, LP. (the "Partnership"), dated as of November 17, 1998, is being executed and filed by College Station Medical Center, LLC, as sole general partner, to form a limited partnership under the Delaware Revised Uniform Limited Partnership Mt.

1. Name. The name of the limited partnership formed hereby is College Station Hospital, L.P.
2. Registered Office. The address of the registered office of the Partnership in the State of Delaware is 1013 Centre Road, Wilmington, Delaware . 19805.
3. Registered Agent. The name and address of the registered agent for service of process on the Partnership in the State of Delaware Is Corporation Service Company, 101.3 Centre Road, Wilmington, Delaware 19805.
4. General Partner. The name and the business address of the. sole general partner of the Partnership is:

College Station Medical Center, LLC
Columbia/HCA Healthcare Corporation
One Park Plaza
P.O. Box 550
Nashville, Tennessee 37202-0550

IN WITNESS WHEREOF, the. undersigned has executed this Certificate . of Limited Partnership as of the date first above written.

COLLEGE STATION MEDICAL CENTER, LLC.

/s/ John M. Franck
John M. Franck
President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:45 PM 05/07/1999
991183238 — 2967943

CERTIFICATE OF MERGER

OF

GHT COLLEGE STATION, L.P.

INTO

COLLEGE STATION HOSPITAL, L.P.

Pursuant to Section 17-211 of the
Delaware Revised Uniform Limited Partnership Act

The undersigned limited partnership DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
GHT College Station, L.P. (the "GHT L.P.")	Delaware
College Station Hospital, L.P. (the "College L.P.")	Delaware

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities in the merger.

THIRD: The GHT L.P. shall be merged with and into the College L.P., with the College L.P. being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be College Station Hospital, L.P.

FOURTH: The Certificate of Limited Partnership of the College L.P. shall be the Certificate of Limited Partnership of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any partner of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on May 7, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 6th day of May, 1999.

COLLEGE STATION HOSPITAL, L.P.

By: College Station Medical Center, LLC, its general partner

/s/ R. Milton Johnson

R. Milton Johnson

Vice President

AGREEMENT OF LIMITED PARTNERSHIP
OF
COLLEGE STATION HOSPITAL, L.P.

The undersigned parties, being all of the partners (the "Partners") of College Station Hospital, L.P. (the "Partnership"), a Delaware limited partnership, hereby form the Partnership pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Act"), and hereby agree that the ownership interests in the Partnership ("Percentage Ownership") and the capital contributions of the Partners are as follows:

Name and Address	Percentage Ownership	Initial Contribution
SOLE GENERAL PARTNER:		
College Station Medical Center, LLC (the "General Partner") One Park Plaza Nashville, Tennessee 37203	1%	The assets to be contributed to the Partnership by the General Partner, as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Partners and the Partnership.
SOLE LIMITED PARTNER:		
CSMC, LLC (the "Limited Partner") One Park Plaza Nashville, Tennessee 37203	99%	The assets to be contributed to the Partnership by the Limited Partner as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Partners and the Partnership.

Neither Partner shall be required to make any additional contributions of capital to the Partnership, although the Partners may from time to time agree to make additional contributions to the Partnership.

The Partnership may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

The address of the registered office of the Partnership in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805 and the name and address of the registered agent for service of process on the Partnership in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.



The Partnership shall be terminated and dissolved upon the earlier of (i) the mutual agreement of the Partners or (ii) December 31, 2050.

Prior to the dissolution of the Partnership, no Partner shall have the right to receive any distributions or return of its capital contribution.

All distributions and all allocations of income, gains, losses and credits shall be made in accordance with the Percentage Ownership of each Partner, as specified in this Agreement of Limited Partnership (the "Partnership Agreement").

The General Partner of the Partnership shall have the exclusive right and full power and authority to manage, control, conduct and operate the business of the Partnership and may take any and all action, including, but not limited to, the disposition of any or all of the Partnership's assets, without the consent of the Limited Partner. The General Partner shall maintain all books and records required by the Act to be maintained at the Partnership's principal place of business. The General Partner shall make available to the Limited Partner such books and records of the Partnership as are required pursuant to the Act. The General Partner shall have the right to designate a different registered agent and/or registered office for the Partnership by complying with any requirements pursuant to the Act.

The Partnership shall indemnify and hold harmless the General Partner, and its partners, managers, members, employees, agents and representatives and the shareholders, officers, directors, members, employees, agents and representatives of its partners to the fullest extent permitted by the Act.

Neither the General Partner nor the Limited Partner shall be permitted to withdraw from the Partnership or transfer, assign, or pledge its interest in the Partnership without the prior written consent of the other Partner, which consent may be withheld in such Partner's sole discretion.

The Partnership is hereby authorized to engage in any merger or consolidating transaction with any limited partnership or other business entity as provided in Section 17-211 of the Act. Any such merger or consolidation transaction may be approved solely by the General Partner and does not require the consent of the Limited Partner. If the Partnership is the surviving or resulting limited partnership in any merger or consolidation, the Partnership Agreement may be amended and/or restated in connection with the agreement of merger or consolidation.

The Partnership Agreement may be amended in whole or in part at the sole discretion of the General Partner without the approval of the Limited Partner. The General Partner may, in its sole and absolute discretion, admit additional or substitute general or limited partners and reallocate the Percent Ownership.

The Partners hereby agree that all other terms of the Partnership be controlled and interpreted in accordance with the Act.

EXECUTED on December 30, 1998.

SOLE GENERAL PARTNER

College Station Medical Center, LLC

By: /s/ J M. Franck II

J M. Franck II

Vice President

SOLE LIMITED PARTNER

CSMC, LLC

By: /s/ John M. Franck II

John M. Franck II

Vice President

SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/09/1998
981429970 — 2964215

CERTIFICATE OF FORMATION

OF

COLLEGE STATION MEDICAL CENTER, LLC

Under Section 18-201 of the Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is College Station Medical Center, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/ John M. Franck II

Name: John M. Franck II

Title: Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 05/07/1999
991183182 — 2964215

CERTIFICATE OF MERGER

OF

COLLEGE STATION PROPERTY, LLC

INTO

COLLEGE STATION MEDICAL CENTER, LLC

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act

The undersigned limited liability company DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
College Station Medical Center, LLC ("LLC 1")	Delaware
College Station Property, LLC ("LLC 2")	Delaware

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities in the merger.

THIRD: LLC 2 shall be merged with and into LLC 1, with LLC 1 being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be College Station Medical Center, LLC.

FOURTH: The Certificate of Formation of LLC 1 at the effective date of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on May 7, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 6th day of May, 1999.

COLLEGE STATION MEDICAL CENTER, LLC

By: /s/ Ronald Lee Grubbs, Jr.
Ronald Lee Grubbs, Jr.
Vice President

LIMITED LIABILITY COMPANY AGREEMENT
OF
COLLEGE STATION MEDICAL CENTER, LLC

This Limited Liability Company Agreement of College Station Medical Center, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Columbia BVMC, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is College Station Medical Center, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 30th day of December, 1998.

COLUMBIA BVMC, INC.

By: /s/ R. Milton Johnson
R. Milton Johnson
Vice President

SCHEDULE A

Member and
Business Address
Columbia BVMC, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital Contribution
The assets contributed
to the Company as set
forth in a Bill of Sale
and Assignment,
effective as of the
Effective Time (as
defined therein),
between the Member and
the Company.

Limited Liability
Company Interest
100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/03/1999
991044643 — 3000998

CERTIFICATE OF FORMATION

OF

COLLEGE STATION MERGER, LLC

Under Section 18-201 of the Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is College Station Merger, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of February 3, 1999.

By: John M. Franck II
Name: Franck II
Title: Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 04/14/2999
991146592 — 3000998

CERTIFICATE OF MERGER

OF

COLUMBIA BVMC, INC.

INTO

COLLEGE STATION MERGER, LLC

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act

The undersigned limited liability company and corporation DO HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
College Station Merger, LLC (the "LLC")	Delaware
Columbia BVMC, Inc. (the "Company")	Texas

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities to the merger.

THIRD: The Company shall be merged with and into the LLC, with the LLC being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be College Station Merger, LLC.

FOURTH: The Certificate of Formation of the LLC at the effective time of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder or member, as the case may be, of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on April 14, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 13th day of April, 1999.

COLLEGE STATION MERGER, LLC

By: /s/ John M. Franck
Name: John M. Franck II
Title: Manager

COLUMBIA BVMC, NC.

By: /s/ R. Milton Johnson
Name: R. Milton Johnson
Title: Vice President

LIMITED LIABILITY COMPANY AGREEMENT
OF
COLLEGE STATION MERGER, LLC

This Limited Liability Company Agreement of College Station Merger, LLC, effective as of February 3, 1999 (this "Agreement"), is entered into by Columbia BVMC, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this 'Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby. is College Station Merger, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or ,restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck H	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 13th day of April 1999.

COLUMBIA BVMC, INC.

By: /s/ R. Milton Johnson
R. Milton Johnson
Vice President

SCHEDULE A

Member and Business Address
Columbia BVMC, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital Contribution
\$1.00

Limited Liability Company
Interest
100%

ADDENDUM

Effective as of April 14, 1999 (the "Merger Date"), Columbia BVMC, Inc. ("Columbia BVMC") merged with and into College Station Merger, LLC ("College Station"), whereupon BVMC, Inc., the sole shareholder of Columbia BVMC ("BVMC"), became the sole member of College Station. Attached hereto is a copy of the Limited Liability Company Agreement of College Station (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Columbia BVMC as the sole member (the "Member") shall be deemed to be references to BVMC as the Member.

IN WITNESS WHEREOF, BVMC has executed this Addendum on the 14th day of April, 1999.

BVMC, INC.

By /s/ R. Milton Johnson
R. Milton Johnson
Vice President

Addendum

Effective as of April 15, 1999 (the "Merger Date"), BVMC, Inc. ("BVMC") merged with and into Brazos Medco, LLC ("Brazos"), whereupon Brazos became the sole member of College Station Merger, LLC, a Delaware limited liability company ("LLC"). Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to BVMC as the sole member (the "Member") shall be deemed to be references to Brazos as the Member.

IN WITNESS WHEREOF, Brazos has executed this Addendum on the 15th day of April, 1999.

BRAZOS MEDCO, LLC

By /s/ John M. Franck
John M. Franck II
Vice President

ADDENDUM

Effective as of May 4, 1999 (the "Effective Date"), Brazos Medco, LLC ("Brazos Medco") assigned, transferred and conveyed its 100% limited liability company interest in College Station Merger, LLC, a Delaware limited liability company ("LLC"), to Healthtrust, Inc. — The Hospital Company ("Healthtrust"), whereupon Healthtrust became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Brazos Medco as the sole member (the "Member") shall be deemed to be references to Healthtrust as the Member.

IN WITNESS WHEREOF, Healthtrust has executed this Addendum on the 4th day of May, 1999.

HEALTHTRUST, INC. — THE HOSPITAL COMPANY

By /s/ R. Milton Johnson
R. Milton Johnson
Manager

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Healthtrust, Inc. — The Hospital Company ("Healthtrust") assigned, transferred and conveyed its 100% limited liability company interest in College Station Merger, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals, Inc. ("Triad Inc."), whereupon Triad Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Healthtrust as the sole member (the "Member") shall be deemed to be references to Triad Inc. as the Member.

IN WITNESS WHEREOF, Triad Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS, INC.

By /s/ R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Hospitals, Inc. ("Triad Inc.") assigned, transferred and conveyed its 100% limited liability company interest in College Station Merger, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals Holdings, Inc. ("Holdings Inc."), whereupon Holdings Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad Inc. as the sole member (the "Member") shall be deemed to be references to Holdings Inc. as the Member.

IN WITNESS WHEREOF, Holdings Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS HOLDINGS, INC.

By /s/ R. Milton Johnson
Vice President

ADDENDUM

Effective as of 12:01 a.m. (Eastern Standard Time) on January 1, 2006 (the "Effective Date"), Triad Hospitals, Inc. ("Triad") assigned, transferred and conveyed its 100% limited liability company interest in College Station Merger, LLC, a Delaware limited liability company ("LLC"), to Tennyson Holdings, Inc. ("Holdings"), whereupon Holdings became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad as the sole member (the "Member") shall be deemed to be references to Holdings as the Member.

IN WITNESS WHEREOF, Holdings has executed this Addendum on the 1st day of January, 2006.

TENNYSON HOLDINGS, INC.

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President,
General Counsel and Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:23 AM 12/06/2005
FILED 11:23 AM 12/06/2005
SRV 050989450 — 4072307 FILE

CERTIFICATE OF FORMATION
OF
CP HOSPITAL GP, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is CP HOSPITAL GP, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD. The name and address of the registered agent for service process on the Company in the State of Delaware Corporation Service Company, is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of December 5, 2005

By:/s/Rebecca Hurley
Name: Rebecca Hurley
Title: Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
CP HOSPITAL GP, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this "LLC Agreement") as the sole member (the "Member") of CP Hospital GP, LLC (the "Company"), a Delaware limited liability company formed on December 6, 2005 pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

The name of the Company shall be CP Hospital GP, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as maybe required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and the Member's rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.
 2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
 3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
 4. Term. The term of the Company shall be perpetual.
 5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.
 6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.
 7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.
 8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.
-

9. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Rebecca Hurley	Senior Vice President, General Counsel & Secretary
Thomas H. Frazier, r.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
Joe Johnson	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each director and officer of the Company and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as January 1, 2006.

MEMBER:

TENNYSON HOLDINGS, INC.

By:/s/Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President

AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
CP HOSPITAL GP, LLC

Amendment No. 1 to Limited Liability Company Agreement of CP Hospital GP, LLC, effective as of January ___2006 (this "Amendment"), is entered into by Tennyson Holdings, Inc., as the sole member of the Company as defined below (the "Member").

WHEREAS, CP Hospital GP, LLC, (the "Company") was formed as a Delaware limited liability company on December 6, 2005;

WHEREAS, the Member entered into the Limited Liability Company Agreement of the Company effective as of December 6, 2005 (the "LLC Agreement"); and

WHEREAS, the Member desires to enter into this Amendment to amend certain provisions of the LLC Agreement as more fully described herein;

NOW, THEREFORE, the LLC Agreement is hereby amended as follows:

1. The LLC Agreement shall be amended by adding new Section 17 thereto, which shall read as follows:

"Certificate(s) of Membership Interests. All membership interests in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code ("Article 8") and shall be governed by Article 8."

2. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

3. Except as amended hereby, the LLC Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

TENNYSON HOLDINGS, INC.

By: /s/ Rebecca Hurley
Name: Rebecca Hurley
Title: Senior Vice President

CERTIFICATE OF FORMATION
OF
CPLP, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is CPLP, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service process on the Company in the State of Delaware Corporation Service Company, is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of December 5, 2005

By: /s/Rebecca Hurley
Name: Rebecca Hurley
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:23 AM 12/06/2005
FILED 11:23 AM 12/06/2005
SRV 050989430 — 4072308 FILE

LIMITED LIABILITY COMPANY AGREEMENT
OF
CPLP, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this "LLC Agreement") as the sole member (the "Member") of CPLP, LLC (the "Company"), a Delaware limited liability company formed on December 6, 2005 pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

The name of the Company shall be CPLP, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and the Member's rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.
2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
4. Term. The term of the Company shall be perpetual.
5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.
6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.
7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.
8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

9. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Rebecca Hurley	Senior Vice President, General Counsel & Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
Joe Johnson	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each director and officer of the Company and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective, as of January 1, 2006.

MEMBER:

TENNYSON HOLDINGS, INC.

By: /s/Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President

AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
CPLP, LLC

Amendment No. 1 to Limited Liability Company Agreement of CPLP, LLC, effective as of January ___ 2006 (this "Amendment"), is entered into by Tennyson Holdings, Inc., as the sole member of the Company as defined below (the "Member").

WHEREAS, CPLP, LLC, (the "Company") was formed as a Delaware limited liability company on December 6, 2005;

WHEREAS, the Member entered into the Limited Liability Company Agreement of the Company effective as of December 6, 2005 (the "LLC Agreement"); and

WHEREAS, the Member desires to enter into this Amendment to amend certain provisions of the LLC Agreement as more fully described herein;

NOW, THEREFORE, the LLC Agreement is hereby amended as follows:

1. The LLC Agreement shall be amended by adding new Section 17 thereto, which shall read as follows:

"Certificate(s) of Membership Interests. All membership interests in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code ("Article 8") and shall be governed by Article 8."

2. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

3. Except as amended hereby, the LLC Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

TENNYSON HOLDINGS, INC.

By: /s/Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:58 PM 12/06/2002
020749801 — 2964362

SECOND AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
TRI-SHELL 22 LLC

Under Section 18-208 of the
Delaware Limited Liability Company Act

This Second Amended and Restated Certificate of Formation of Tri-Shell 22 LLC (the “Company”) has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to again amend and restate the Amended and Restated Certificate of Formation (the “Certificate of Formation”) of the Company, which was filed on October 2, 2002 with the Secretary of State of Delaware.

1. The original name of the Company was ECMH, LLC and Original Certificate of Formation was filed November 9, 1998.
2. The name of the Company was subsequently changed to Tri-Shell 22 LLC pursuant to the Amended and Restated Certificate of Formation filed October 2, 2002.
3. The Certificate of Formation is hereby again amended and restated in its entirety to read as follows

“FIRST: The name of the Company is Crestwood Hospital LP, LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.”

IN WITNESS WHEREOF, the undersigned has executed this Second Amended and Restated Certificate of Formation as of December 6, 2002.

By: /s/Donald P. Fay
Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 12/27/2002
020803156 — 2964362

CERTIFICATE OF MERGER
OF
Crestwood Hospital Holdings, Inc.
INTO
Crestwood Hospital LP, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Crestwood Hospital LP, LLC (“Crestwood LP LLC”)	Delaware
Crestwood Hospital Holdings, Inc. (“Crestwood Hospital Holdings”)	Alabama

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the “Merger Agreement”) has been approved and executed by each of the constituent entities to the merger.

THIRD: Crestwood Hospital Holdings shall be merged with and into Crestwood LP LLC, with Crestwood LP LLC being the surviving entity (the “Surviving Entity”) in the merger, and the name of the Surviving Entity shall be Crestwood Hospital LP, LLC.

FOURTH: The Certificate of Formation of Crestwood LP LLC at the effective time of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the principal place of business of the Surviving Entity is 5800 Tennyson Parkway, Plano, Texas 75024.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder or member, as the case may be, of either constituent entity.

SEVENTH: This Certificate of Merger shall be effective at 12:05 a.m. (Eastern Standard Time) On January 1, 2003.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 23 day of December, 2002.

Crestwood Hospital LP, LLC

By: /s/Donald P. Fay
Executive Vice President/Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
DOUGLAS HOSPITAL, LLC

This Limited Liability Company Agreement of Douglas Hospital, LLC, effective as of February 3, 1999 (this "Agreement"), is entered into by Triad Hospitals, Inc., as the sole member of the Company (the "Member").

WHEREAS, the Company was formed as a Delaware limited liability company on February 3, 1999 pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the "Act"); and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Formation. The Company has been formed and established as a Delaware limited liability company by the filing of a Certificate of Formation, pursuant to the Act (the "Certificate") with the Secretary of State of the State of Delaware. The Member hereby ratifies, confirms and approves in all respects the actions taken in organizing the Company, including, without limitation, the preparation and filing with the Secretary of State of the State of Delaware of the Certificate (and any amendments and/or restatements thereof), any other certificates (and any amendments and/or restatements thereof) necessary with respect to qualification of the Company to do business.
2. Name. The name of the limited liability company pursuant to an Amended Certificate is Douglas Hospital, LLC (the "Company").
3. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental to the foregoing.
4. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
6. Member and Capital Contribution. The name and the business address of the) Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be

required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

7. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates Donald P. Fay, Hallie K. Ziesmer and any person the Member may designate from time to time as an authorized person, within the meaning of the Act, to execute, deliver and file the Amended and Restated Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business, including, without limitation, amending the name of the Company to Tri-Shell 21 LLC. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President and Secretary
Robert P. Frutiger	Vice President
Michael Silhol	Vice President
Burke W. Whitman	Executive Vice President and Treasurer

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

8. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

11. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

12. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.
13. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.
14. Liability of Member, Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.
15. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.
16. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.
17. Amendment. This Agreement may be amended from time to time with the consent of the Member.
18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 2nd day of October 2002.

TRIAD HOSPITALS, INC.

By: /s/Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Hospitals, Inc.
13455 Noel Road, 20th Floor
Dallas, Texas 75240
Attn: Donald P. Fay

Capital
Contribution
\$1.00

Limited Liability
Company Interest
100%

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CRESTWOOD HOSPITAL LP, LLC

This Amended and Restated Limited Liability Company Agreement of Crestwood Hospital LP, LLC, effective as of January 1, 2003 (this “Amended and Restated Agreement”), is entered into by Crestwood Hospital, LLC as the sole member of the Company (the “Member”).

WHEREAS, the Company was formed as a Delaware limited liability company on November 9, 1998 under the name ECMH, LLC pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the “Act”);

WHEREAS, the Company amended its Certificate of Formation on October 2, 2002, changing the name of the Company from ECMH, LLC to Tri-Shell 22 LLC;

WHEREAS, pursuant to certain Contribution Agreements effective as of January 1, 2003, Triad Hospitals, Inc., the former sole member of the Company, contributed its limited liability company interest in the Company to Crestwood Hospital & Nursing Home, Inc., and subsequent to such contributions, Crestwood Hospital & Nursing Home, Inc. merged with and into Crestwood Hospital, LLC pursuant to an Agreement and Plan of Merger effective as of January 1, 2003; and

WHEREAS, the Member desires to enter into this Amended and Restated Agreement to change the name of the Company and to define formally and express the terms of the Company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Formation. The Company has been formed and established as a Delaware limited liability company by the filing of a Certificate of Formation, and an Amendment thereto (collectively, the “Certificates”), pursuant to the Act with the Secretary of State of the State of Delaware. The Member hereby ratifies, confirms and approves in all respects the actions taken in organizing the Company, including, without limitation, the preparation and filing with the Secretary of State of the State of Delaware of the Certificates (and any amendments and/or restatements thereof), any other certificates (and any amendments and/or restatements thereof) necessary with respect to qualification of the Company to do business.
2. Name. The name of the limited liability company is Crestwood Hospital LP, LLC (the “Company”).
3. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited

liability companies may be formed under the Act and to engage in any and all activities necessary or incidental to the foregoing.

4. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

6. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

7. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates Donald P. Fay, Hallie Ziesmer and any person the Member may designate from time to time as an authorized person, within the meaning of the Act, to execute, deliver and file the Amended and Restated Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business, including, without limitation, amending the name of the Company to Crestwood Hospital 12, LLC. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President and Secretary
Robert P. Frutiger	Vice President
Michael Silhol	Vice President
Burke W. Whitman	Executive Vice President and Treasurer

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

8. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

11. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Amended and Restated Agreement) prior to the dissolution and winding up of the Company.

12. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

13. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Amended and Restated Agreement or a counterpart of this Amended and Restated Agreement and thereupon shall become the "Member" for purposes of this Amended and Restated Agreement.

14. Liability of Member, Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

15. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

16. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

17. Amendment. This Amended and Restated Agreement may be amended from time to time with the consent of the Member.

18. Governing Law. This Amended and Restated Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the ___ day of December 2002.

CRESTWOOD HOSPITAL, LLC

By: /s/Donald P. Fay
Executive Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:58 PM 12/06/2002
020749847 — 3000931

SECOND AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
TRI-SHELL 21 LLC

Under Section 18-208 of the
Delaware Limited Liability Company Act

This Second Amended and Restated Certificate of Formation of Tri-Shell 21 LLC (the "Company") has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to again amend and restate the Amended and Restated Certificate of Formation (the "-Certificate of Formation") of the Company, which was filed on October 2, 2002 with the Secretary of State of Delaware.

1. The original name of the Company was Douglas Hospital, LLC and its Original Certificate of Formation was filed February 3, 1999.
2. The name of the Company was subsequently changed to Tri-Shell 21 LLC pursuant to the Amended and Restated Certificate of Formation tiled October 2, 2002.
3. The Certificate of Formation is hereby again amended and restated in its entirety to read as follows:

FIRST: The name of the Company is Crestwood Hospital, LLC.

SECOND: The address of the registered office of the Company in the Stare of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle."

IN WITNESS WHEREOF, the undersigned has executed this Second Amended and Restated Certificate of Formation as of December 6, 2002.

By: /s/Donald P. Fay
Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 12/27/2002
020803109 — 3000931

CERTIFICATE OF MERGER
OF

Crestwood Hospital & Nursing Home, Inc_
INTO
Crestwood Hospital, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Crestwood Hospital, LLC (“Crestwood LLC”)	Delaware
Crestwood Hospital & Nursing Home, Inc. (“Crestwood Hospital”)	Alabama

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the “Merger Agreement”) has been approved and executed by each of the constituent entities to the merger.

THIRD: Crestwood Hospital shall be merged with and into Crestwood LLC, with Crestwood LLC being the surviving entity (the “Surviving Entity”) in the merger, and the name of the Surviving Entity shall be Crestwood Hospital, LLC.

FOURTH: The Certificate of Formation of Crestwood LLC at the effective time of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity_ The address of the principal place of business of the Surviving Entity is 5800 Tennyson Parkway, Plano, Texas 75024.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder or member, as the case may be, of either constituent entity,

SEVENTH: This Certificate of Merger shall be effective at 12:05 a.m. (Eastern Standard Time) on January 1, 2003.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 23rd day of December, 2002.

Crestwood Hospital, LLC

By: /s/Donald P. Fay

Executive Vice President /Authorized Person

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CRESTWOOD HOSPITAL, LLC

This Amended and Restated Limited Liability Company Agreement of Crestwood Hospital, LLC, effective as of January 1, 2003 (this "Amended and Restated Agreement"), is entered into by Triad Holdings III, LLC as the sole member of the Company (the "Member").

WHEREAS, the Company was formed as a Delaware limited liability company on February 3, 1999 under the name Douglas Hospital, LLC pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the "Act");

WHEREAS, the Company amended its Certificate of Formation on October 2, 2002, changing the name of the Company from Douglas Hospital, LLC to Tri-Shell 21 LLC;

WHEREAS, pursuant to a Contribution Agreement effective as of January 1, 2003, Triad Hospitals, Inc., the former sole member of the Company, contributed its limited liability company interest in the Company to the Member on January 1, 2003; and

WHEREAS, the Member desires to enter into this Amended and Restated Agreement to change the name of the Company and to define formally and express the terms of the Company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Formation. The Company has been formed and established as a Delaware limited liability company by the filing of a Certificate of Formation, and an Amendment thereto (collectively, the "Certificates"), pursuant to the Act with the Secretary of State of the State of Delaware. The Member hereby ratifies, confirms and approves in all respects the actions taken in organizing the Company, including, without limitation, the preparation and filing with the Secretary of State of the State of Delaware of the Certificates (and any amendments and/or restatements thereof), any other certificates (and any amendments and/or restatements thereof) necessary with respect to qualification of the Company to do business.
2. Name. The name of the limited liability company is Crestwood Hospital, LLC (the "Company").
3. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental to the foregoing.

4. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

6. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

7. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates Donald P. Fay, Hallie K. Ziesmer and any person the Member may designate from time to time as an authorized person, within the meaning of the Act, to execute, deliver and file the Amended and Restated Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business, including, without limitation, amending the name of the Company to Crestwood Hospital, LLC. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President and Secretary
Robert P. Frutiger	Vice President
Michael Silhol	Vice President
Burke W. Whitman	Executive Vice President and Treasurer

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

8. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

11. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Amended and Restated Agreement) prior to the dissolution and winding up of the Company.

12. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

13. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Amended and Restated Agreement or a counterpart of this Amended and Restated Agreement and thereupon shall become the "Member" for purposes of this Amended and Restated Agreement.

14. Liability of Member, Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

15. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

16. Certificate(s) of interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

17. Amendment. This Amended and Restated Agreement may be amended from time to time with the consent of the Member.

18. Governing Law. This Amended and Restated Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the day of December 2002.

TRIAD HOLDINGS III, LLC

By: /s/Donald P. Fay
Executive Vice President

SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
CRESTWOOD HOSPITAL, LLC

This Second Amended and Restated Limited Liability Company Agreement of Crestwood Hospital, LLC, effective as of April 13, 2005 (this "Agreement"), is entered into by Triad Holdings III, LLC, a Delaware limited liability company, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Amended and Restated Limited Liability Company Agreement of the Company, effective as of January 1, 2003.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Crestwood Hospital, LLC (the "Company").
2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101. et seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Member and Capital Contribution. The name and the business address of the Member are set forth on Schedule A attached hereto and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company shall be listed in the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Member (the “Managing Member”). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company’s business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any of the officers of the Managing Member, or by any of the Officers of the Company. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of whom shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an “Officer”) shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby appoints the Officers set forth on Exhibit B hereto; and each person who may previously have been designated as an agent or officer of the Company is hereby removed from such office or designation, except to the extent such person shall have been re-appointed to such office as shown on Exhibit B.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company’s funds, cash, securities and other property and shall keep full and accurate

accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquirer. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Whenever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated transferee. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a Certificate for Interest, each transferee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member, Managers or Officers. Neither the Member, any manager nor any Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. To the fullest extent permitted by the Act the Company shall indemnify and hold harmless each manager, Officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons.

15. Certificate's) for Interest. The interests in the Company of the members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"); provided, however, that nothing contained herein shall be deemed to affect the validity of any Certificate for Interest that may be outstanding on the date of this Agreement. The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective for all purposes as of the date first above written.

TRIAD HOLDINGS III, LLC

By: /s/Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Holdings III, LLC
5800 Tennyson Parkway
Plano, Texas 75024

Limited Liability
Company Interest
100%

EXHIBIT B

[List of Officers]

<u>Name:</u>	<u>Title:</u>
James D. Shelton	President
Michael J. Parsons	Executive Vice President
Donald P. Fay	Executive Vice President, General Counsel and Secretary
Daniel J. Moen	Executive Vice President
Burke W. Whitman	Executive Vice President
Nicholas J. Marzocco	Senior Vice President
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Rebecca Hurley	Senior Vice President, Associate General Counsel and Assistant Secretary
James B. Shannon	Vice President
Karen Flinn	Vice President
Robert P. Frutiger	Vice President
Rosland F. McLeod	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

EXHIBIT C

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between ____, ____, ("Assignor") and ____("Assignee"), to be effective as of ____.

RECITALS

WHEREAS, Assignor is the sole member in Crestwood Hospital, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, Assignor desires to transfer and assign its member interest in the Company (the "Member Interest") to Assignee, and Assignee desires to accept the Member Interest.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Rights, Title and Interests. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Member Interest in the Company.
2. Assumption of Liabilities. As consideration for the transfer of the Member Interest pursuant to Section 1 above, Assignee hereby assumes all the liabilities and obligations of Assignor relating to the Member Interest, and accepts and agrees to be bound by the provisions of the Second Amended and Restated Limited Liability Company Agreement of the Company, dated effective as of April 13, 2005, as such may be amended, restated or supplemented from time to time.
3. Deliveries. Each of Assignor and Assignee agrees, at any time and from time to time, upon the request of the other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.
4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters provided for herein, and supercedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement.
5. Amendments. Any amendment to or waiver of any provision of this Agreement shall be in writing and executed by both parties hereto and their respective successors and assigns.
6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

8. Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

Assignor:

Assignee:

EXHIBIT D

Form of Certificate for Interest

CERTIFICATE FOR INTEREST
IN
CRESTWOOD HOSPITAL, LLC

No. ____

[Date]

Crestwood Hospital, LLC, a Delaware limited liability company (the "Company"), hereby certifies that ____ (the "Holder") is the registered holder of 100% of the membership interests in the Company, which membership interests are represented by this Certificate. The rights and limitations of the membership interests evidenced hereby are set forth in the Second Amended and Restated Limited Liability Company Agreement of the Company dated effective as of April 13, 2005, as amended from time to time (the "LLC Agreement"), the terms of which are incorporated herein by reference. Defined terms not otherwise defined herein shall have the meanings assigned to them in the LLC Agreement. Copies of the LLC Agreement are on file in the principal offices of the Company at 5800 Tennyson Parkway, Plano, Texas 75024.

The Holder, by accepting this Certificate, is deemed to have agreed to comply with and be bound by the limitations of the membership interests evidenced hereby, as provided in the LLC Agreement.

The membership interests of the Holder in the Company are transferable only in accordance with the LLC Agreement. This Certificate must, in the event of a transfer of all or any portion of the membership interests in the Company, be surrendered to the Company for cancellation, whereupon a replacement Certificate(s) will be issued to the transferee, in accordance with the provisions of the LLC Agreement.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the undersigned has caused this Certificate for Interest to be executed on the date first above written

CRESTWOOD HOSPITAL, LLC

By _____

CERTIFICATE OF FORMATION

OF

CSMC, LLC

Under Section 18-201 of the

Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is CSMC, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/ John M. Franck

Name: John M. Franck II

Title: Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 05/07/1999
991183201 — 2964231

CERTIFICATE OF MERGER

OF

COLLEGE STATION REAL ESTATE, LLC

INTO

CSMC, LLC

Pursuant to Section 18.209 of the

Delaware Limited Liability Company Act

The undersigned limited liability company DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name State of Formation or Organization

CSMC, LLC ("LLC 1") Delaware

College Station Real Estate, LLC ("LLC2") Delaware

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities in the merger.

THIRD: LLC 2 shall be merged with and into LLC 1, with LLC 1 being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be CSMC, LLC.

FOURTH: The Certificate of Formation of LLC 1 at the effective date of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37201.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on May 7, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 6th day of May, 1999.

CSMC, LLC

By: /s/ Ronald Lee Grubbs, Jr.
Ronald Lee Grubbs, Jr.
Vice President

LIMITED LIABILITY COMPANY AGREEMENT

OF

CSMC, LLC

This Limited Liability Company Agreement of CSMC, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Columbia BVMC, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et sm.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is CSMC, LLC (the "Company").
 2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
 3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
 5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.
- The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware.
-

John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton President

Michael J. Parsons Senior Vice President and Treasurer

Michael L. Silhol Vice President and Secretary

John M. Franck II Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents

and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 30th day of December, 1998.

COLUMBIA BVMC, INC.

By: /s/ R. Milton John
R. Milton Johnson
Vice President

SCHEDULE A

Member and Capital Limited Liability

Business Address Contribution Company Interest

Columbia BVMC, Inc.

One Park Plaza

Nashville, Tennessee 37203 Attn: John M. Franck II

The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

CSMC, LLC

This Amended and Restated Limited Liability Company Agreement of CSMC, LLC, is entered into by College Station Merger, LLC, as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of CSMC, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be CSMC, LLC (the "Company").
2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton President
Michael J. Parsons Senior Vice President and Treasurer
Michael L. Silhol Vice President and Secretary
John M. Franck II Vice President
Ronald Lee Grubbs, Jr. Vice President
R. Milton Johnson Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of

Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF the undersigned has executed this Limited Liability Company Agreement on the 29th day of April, 1999.

COLLEGE STATION MERGER, LLC

By: /s/ John Franck
John M. Frank II
Vice President

SCHEDULE A

Member and Capital Limited Liability

Business Address Contribution Company Interest

College Station Merger, LLC One Park Plaza

Nashville, Tennessee 37203 Attn: John M. Franck II

The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.

100%

ADDENDUM

Effective as of April 14th, 1999 (the "Merger Date"), Columbia BVMC, Inc.

("BVMC") merged with and into College Station Merger, LLC ("College Station"), whereupon College Station became the sole member of CSMC, LLC, a Delaware limited liability company ("LLC"). Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to BVMC as the sole member (the "Member") shall be deemed to be references to College Station as the Member.

IN WITNESS WHEREOF, College Station has executed this Addendum on the 14th day of April, 1999.

COLLEGE STATION MERGER, LLC

By: /s/ John Franck
John M. Franck II
Vice President

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

CSMC, LLC

This Amended and Restated Limited Liability Company Agreement of CSMC, LLC, is entered into by College Station Merger, LLC, as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of CSMC, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be CSMC, LLC (the "Company").
2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et mi.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton President

Michael J. Parsons Senior Vice President and Treasurer

Michael L. Silhol Vice President and Secretary

John M. Franck II Vice President

Ronald Lee Grubbs, Jr. Vice President

R. Milton Johnson Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of

Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF the undersigned has executed this Limited Liability Company Agreement on the 29th day of April, 1999.

COLLEGE STATION MERGER, LLC

By: /s/ John Franck
John M. Franck II
Vice President

SCHEDULE A

Member and Business Address

College Station Merger, LLC One Park Plaza
Nashville, Tennessee 37203 Attn: John M. Franck II

Capital Contribution

The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.

Limited Liability Company Interest

100%

CERTIFICATE OF FORMATION

OF

CSRA HOLDINGS, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is CSRA Holdings, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 40D, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of June 22, 2006

By: /s/ Rebecca Hurley
Name: Rebecca Hurley
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:05 PM 06/22/2006
FILED 03:05 PM 06/22/2006
SRV 060603494 — 4180039 FILE

LIMITED LIABILITY COMPANY AGREEMENT
OF
CSRA HOLDINGS, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this "LLC Agreement") as the sole shareholder (the "Shareholder") of CSRA Holdings, LLC (the "Company"), a Delaware limited liability company formed on June 22, 2006 pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

The name of the Company shall be CSRA Holdings, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Shareholder may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Shareholder desires to enter into this Agreement to define formally and express the terms of the Company and the Shareholder's rights and obligations with respect thereto.

NOW, THEREFORE, the Shareholder hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.
 2. Contributions. The Shareholder shall not be required to make any additional contributions of capital to the Company, although the Corporation may from time to time agree to make additional capital contributions to the Company.
 3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
 4. Term. The term of the Company shall be perpetual.
 5. Return of Contributions. Prior to the dissolution of the Company, no Shareholder shall have the right to receive any distributions of or return of its capital contribution.
 6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Shareholder or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.
 7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Shareholder.
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8. Distributions. Distributions shall be made to the Shareholder at the times and in the aggregate amounts determined by the Shareholder.

9. Powers. The business and affairs of the Company shall be managed by the Shareholder. The Shareholder shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Shareholder hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton.	President
Rebecca Hurley	Senior Vice President, General Counsel & Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and CFO
Joe Johnson	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President
Valerie K. Flinn	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Shareholder or as provided herein or under the Act to one or more managers.

10. Resignation. The Shareholder shall not resign from the Company (other than pursuant to a transfer of the Shareholder's entire corporation's interest in the Company to a single substitute Shareholder, including pursuant to a merger agreement that provides for a substitute Shareholder pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Shareholder. A person who acquires the Shareholder's corporation interest by transfer or assignment shall be admitted to the Company as a shareholder upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Shareholder" for purposes of this Agreement.

12. Liability of Shareholder, Directors and Officers. Neither the Shareholder nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each director and officer of the Company and the Shareholder and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Shareholder.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements.. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Corporation hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the date of formation of the Company as referenced above.

SOLE SHAREHOLDER:

QHG GEORGIA HOLDINGS, INC.

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President

State of Delaware
Division Secretary of State
Division of Corporations
Delivered 04:51 PM 01/13/2005
FILED 04:51 PM 01/13/2005 SW 050033120 — 3575694 FILE

AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF

TRI-SHELL 61 LLC

Under Section 18-208 of the
Delaware Limited Liability Company Act

This Amended and Restated Certificate of Formation of Tri-Shell 61 LLC (the “Company”) has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to amend and restate the Certificate of Formation (the “Certificate of Formation”) of the Company, which was filed on October 2, 2002 with the Secretary of State of Delaware.

The Certificate of Formation is hereby amended and restated in its entirety to read as follows:

“FIRST: The name of the Company is Deaconess Holdings, LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.”

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of January 13, 2005.

By: /s/ Donald P. Fay
Donald P. Fay
Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT

OF

TRI-SHELL 61 LLC

This Limited Liability Company Agreement of Tri-Shell 61 LLC, effective as of October 2, 2002 (this "Agreement"), is entered into by Triad Hospitals, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Tri-Shell 61 LLC (the "Company").
 2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing. The Member hereby ratifies, confirms and approves in all respects the actions taken in organizing the Company, including, without limitation, the preparation and filing with the Secretary of State of the State of Delaware of the Certificate of the Company and actions with respect to qualification of the Company to do business.
 3. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
 5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.
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The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates Donald P. Fay, Hallie K. Ziesmer and any person the Member may designate from time to time as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President and Secretary
Robert P. Frutiger	Vice President
Michael Silhol	Vice President
Burke W. Whitman	Executive Vice President and Treasurer

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a

member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the “Member” for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed “securities” within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 2nd day of October 2002.

TRIAD HOSPITALS, INC.

By: /s/ Donald P. Fay

Name: Donald P. Fay

Title: Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Hospitals, Inc.
13455 Noel Road, 20th Floor
Dallas, Texas 75240
Attn: Donald P. Fay

Capital
Contribution
\$1.00

Limited Liability
Company Interest
100%

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
DEACONESS HOLDINGS, LLC

This Amended and Restated Limited Liability Company Agreement of Deaconess Holdings, LLC, effective as of January 17, 2005 (this "Agreement"), is entered into by Triad Hospitals, Inc., a Delaware corporation, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of the Company (then named Tri-Shell 61 LLC), dated effective as of October 2, 2002.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Deaconess Holdings, LLC (the "Company").
2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101. et. seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Member and Capital Contribution. The name and the business address of the Member are set forth on Schedule A attached hereto and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company shall be listed in the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Member (the "Managing Member"). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company's business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any of the officers of the Managing Member, or by any of the Officers of the Company. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of which shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an "Officer") shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby appoints the Officers set forth on Exhibit B hereto; and each person who may previously have been designated as an agent or officer of the Company is hereby removed from such office or designation, except to the extent such person shall have been re-appointed to such office as shown on Exhibit B.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such farther powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company's funds, cash, securities and other property and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited

moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquirer. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Whenever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated assignee or assignees. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a Certificate for Interest, each assignee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee

thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member, Managers or Officers. Neither the Member nor any manager or Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. To the fullest extent permitted by the Act the Company shall indemnify and hold harmless each manager, Officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons.

15. Certificate(s) for Interest. The interests in the Company of the members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"). The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective for all purposes as of the date first above written.

TRIAD HOSPITALS, INC. r

By: /s/ Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Hospitals, Inc.
5800 Tennyson Parkway
Plano, Texas 75024

Limited Liability
Company Interest
100%

EXHIBIT B

[List of Officers]

Name:	Title:
James D. Shelton	President
Michael J. Parsons	Executive Vice President
Donald P. Fay	Executive Vice President, General Counsel and Secretary
Daniel J. Moen	Executive Vice President
Burke W. Whitman	Executive Vice President
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love Senior	Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Rebecca Hurley	Senior Vice President, Associate General Counsel and Assistant Secretary
James B. Shannon	Vice President
Robert P. Frutiger	Vice President
Rosland F. McLeod	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

EXHIBIT C

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between , ("Assignor") and ("Assignee"), to be effective as of .

RECITALS

WHEREAS, Assignor is the sole member in Deaconess Holdings, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, Assignor desires to transfer and assign its member interest in the Company (the "Member Interest") to Assignee, and Assignee desires to accept the Member Interest.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Rights, Title and Interests. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Member Interest in the Company.
 2. Assumption of Liabilities. As consideration for the transfer of the Member Interest pursuant to Section 1 above, Assignee hereby assumes all the liabilities and obligations of Assignor relating to the Member Interest, and accepts and agrees to be bound by the provisions of the Amended and Restated Limited Liability Company Agreement of the Company, dated effective as of January 17, 2005, as such may be amended, restated or supplemented from time to time.
 3. Deliveries. Each of Assignor and Assignee agrees, at any time and from time to time, upon the request of the other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.
 4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters provided for herein, and supersedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement.
 5. Amendments. Any amendment to or waiver of any provision of this Agreement shall be in writing and executed by both parties hereto and their respective successors and assigns.
 6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
 7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.
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8. Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

Assignor:

Assignee:

EXHIBIT D

Form of Certificate for Interest

CERTIFICATE FOR INTEREST

IN

DEACONESS HOLDINGS, LLC

No.

[Date]

Deaconess Holdings, LLC, a Delaware limited liability company (the "Company"), hereby certifies that (the "Holder") is the registered holder of 100% of the membership interests in the Company, which membership interests are represented by this Certificate. The rights and limitations of the membership interests evidenced hereby are set forth in the Amended and Restated Limited Liability Company Agreement of the Company dated effective as of January 17, 2005, as amended from time to time (the "LLC Agreement"), the terms of which are incorporated herein by reference. Defined terms not otherwise defined herein shall have the meanings assigned to them in the LLC Agreement. Copies of the LLC Agreement are on file in the principal offices of the Company at 5800 Tennyson Parkway, Plano, Texas 75024.

The Holder, by accepting this Certificate, is deemed to have agreed to comply with and be bound by the limitations of the membership interests evidenced hereby, as provided in the LLC Agreement.

The membership interests of the Holder in the Company are transferable only in accordance with the LLC Agreement. This Certificate must, in the event of a transfer of all or any portion of the membership interests in the Company, be surrendered to the Company for cancellation, whereupon a replacement Certificate(s) will be issued to the transferee, in accordance with the provisions of the LLC Agreement.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the undersigned has caused this Certificate for Interest to be executed on the date first above written

DEACONESS HOLDINGS, LLC

By

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:05 PM 02/25/2005
FILED 11:43 AM 02/25/2005
SW 050158776 - 3931158 FILE

STATE of DELAWARE

LIMITED LIABILITY COMPANY

CERTIFICATE of FORMATION

- First: The name of the limited Liability company is Deaconess Hospital Holdings, LLC
- Second: The address of its registered office in the State of Delaware is 2711 Centerville Road Suite 400 in the City of Wilmington, DE 19808 . The name of its Registered agent at such address is Corporation Service Company
- Third: (Use this paragraph only if the company is to have a specific effective date of dissolution: “The latest date on which the limited liability company is to dissolve is .”)
- Fourth: (Insert any other matters the members determine to include herein.) In Witness Whereof, the undersigned have executed this Certificate of Formation this 23rd day of February 2005.

By: /s/ Paul Gilbert
Authorized Person(s)

Name: Paul Gilbert
Typed or Printed

THE MEMBERSHIP INTERESTS IN DEACONESS HOSPITAL HOLDINGS, LLC HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACTS. EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS AGREEMENT, THE INTERESTS MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER SUCH ACTS OR AN OPINION OF COUNSEL THAT SUCH TRANSFER MAY BE LEGALLY EFFECTED WITHOUT SUCH REGISTRATION. ADDITIONAL RESTRICTIONS ON TRANSFER AND SALE OF SUCH MEMBERSHIP INTERESTS ARE SET FORTH IN THIS AGREEMENT.

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

DEACONESS HOSPITAL HOLDINGS, LLC

(a Delaware Limited Liability Company)

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

DEACONESS HOSPITAL HOLDINGS, LLC

(a Delaware Limited Liability Company)

This Amended and Restated Limited Liability Company Agreement (the "Agreement") is entered into and effective as of the 1st day of April, 2005, by and between DEACONESS HEALTH CARE CORPORATION, an Oklahoma not-for-profit corporation ("DHCC"), and DEACONESS HOLDINGS, LLC, a Delaware limited liability company ("Triad Sub").

WITNESSETH

WHEREAS, Deaconess Hospital Holdings, LLC, a Delaware limited liability company (the "Company"), was formed on February 25, 2005 and is governed by a Limited Liability Company Agreement dated February 25, 2005 (the "LLC Agreement").

WHEREAS, pursuant to the terms, and subject to the conditions, of that certain Contribution and Sale Agreement dated as of March 16, 2005, among DHCC; the Company, Triad Hospitals, Inc. ("Triad") and Triad Sub (the "Contribution Agreement"), DHCC has agreed to contribute and cause its affiliates to contribute certain assets relating to Deaconess Hospital and certain other assets to the Company as a capital contribution to the Company, and to sell to Triad Sub (and Triad Sub has agreed to acquire) an 80% membership interest in the Company; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Contribution Agreement, including Triad Sub's acquisition of an 80% membership interest in the Company, the Members desire to amend and restate the LLC Agreement in its entirety; and

WHEREAS, the Members desire to enhance and improve the delivery of cost effective, quality health care services in the greater Oklahoma City, Oklahoma metropolitan service area, to provide health care services to the indigent, and to offer more services to an increased population more efficiently and cost effectively.

NOW THEREFORE, in consideration of the mutual promises, covenants and undertakings hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LLC Agreement is hereby amended and restated in its entirety to read as follows:

I. DEFINITIONS. As used herein, including Exhibit A attached hereto, the following terms have the following meanings:

1.1 "Act" means the Delaware Limited Liability Company Act, Delaware Code Annotated Section 18-101 et seq., as amended from time to time.

1.2 "Additional Capital Contribution" has the meaning set forth in Section 4.2 hereof.

1.3 "Additional Member" means a Person who is admitted into the Company as a Member pursuant to the terms of Section 13.3 hereof.

1.4 "Affiliate" means, with respect to any Member, (i) any Person that directly or indirectly controls, is controlled by, or is under common control with, such Member, (ii) any Person of which such Member owns fifty percent (50%) or more of the outstanding voting securities, (iii) any Person of which such Member is an officer, director or general, partner, or (iv) any child, grandchild (whether through marriage, adoption or otherwise), sibling (whether through adoption or otherwise), parent or spouse of a Member. As used in this definition of "Affiliate," the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through ownership of voting securities, by contract or otherwise.

1.5 "Affiliated Referring Providers" shall have the meaning set forth in Section 10.3 hereof.

1.6 "Agreement" means this Amended and Restated Limited Liability Company Agreement of Deaconess Hospital Holdings, LLC, as from time to time amended pursuant to Section 17.10 hereof.

1.7 "Approval of the Board" or "Approved by the Board" means the vote, consent or approval of not less than a majority of a quorum of Category A Directors and not less than a majority of a quorum, of the Category B Directors (with the amount constituting a quorum in each such category to be determined from time to time by the directors therein). That is, all action taken by the Board of Directors shall be accomplished through "block voting"- i.e., all actions of the Board will require the vote, consent or approval of a majority of a quorum of both the Category A Directors (with the amount constituting a quorum of the Category A Directors

being determined solely by the Category A Directors) and the Category B Directors (with the amount constituting a quorum of the Category B Directors being determined solely by the Category B Directors) pursuant to Section 12.3. Such vote, consent or approval by both the Category A Directors and Category B Directors shall constitute the action of the Board of Directors.

1.8 “Approval of the Members” or “Approved by the Members” means the vote, consent or written approval of the Members that hold at least eighty five percent (85%) of the Units issued and outstanding at the time the proposed Company action is being considered for approval. Such vote, consent or approval shall constitute the action of the Members.

1.9 “Bankruptcy” means, as to any Member, the Member’s taking or acquiescing to the taking of any action seeking relief under, or advantage of, any applicable debtor relief, liquidation, receivership, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar law affecting the rights or remedies of creditors generally, as in effect from time to time. For the purpose of this definition, the term “acquiescing” shall include, without limitation, the failure to file within the time specified by law, an answer or opposition to any proceeding against such Member under any such law and a failure to file, within thirty (30) days after its entry, a petition, answer or motion to vacate or to discharge any order, judgment or decree providing for any relief under any such law.

1.10 “Board of Directors” has the meaning set forth in Section 12.1 hereof.

1.11 “Board of Trustees” has the meaning set forth in Section 12.4 hereof.

1.12 “Board Representatives” shall have the meaning set forth in Section 17.1 hereof.

1.13 “Capital Account” shall have the meaning set forth in Section 4.1 thereof.

1.14 “Capital Contribution” means, as to any Member, the amount of cash or the Agreed Value (as defined in Exhibit A attached hereto) of tangible or intangible property contributed to the Company by the Member (net of any liabilities secured by such property that the Company is considered to assume under or take subject to Section 752 of the Code), which amount is set forth opposite such Member’s name on the attached Exhibit B under the heading “Capital Contribution.”

1.15 “Category A Directors” means the members of the Board of Directors elected or appointed from time to time by the DHCC Member.

1.16 “Category B Directors” means the members of the Board of Directors elected or appointed from time to time by the Triad Member.

1.17 “Certificate” means the Certificate of Formation of the Company, as amended from time to time.

1.18 “Code” means the Internal Revenue Code of 1986, as Amended, or any successor thereto.

1.19 "Company" means Deaconess Hospital Holdings, LLC, a Delaware limited liability company.

1.20 "Competing Business" means any business which offers services in competition with or similar to those offered by the Hospital that is located within any of the zip codes specified on Exhibit C attached hereto, including without limitation any acute care hospital, specialty hospital, rehabilitation facility, diagnostic imaging center, inpatient or outpatient psychiatric facility, ambulatory or other type of surgery center, nursing home, skilled nursing facility, home health or hospice agency, or physician clinic or physician medical practice.

1.21 "Consumer Price Index" means the Consumer Price Index for All Urban Consumers, All Items (1982-84=100), published by the United States Bureau of Labor Statistics. In the event that such Index is discontinued or is so changed as not to reflect substantially the same information as it does in 2005, then the index to be used for these computations shall be that index then published by the United States Bureau of Labor Statistics which most clearly reflects the increase or decrease in consumer prices for the periods in question.

1.22 "Contributing Member" shall have the meaning set forth in Section 4.2 hereof.

1.23 "Contribution Agreement" means that certain Contribution and Sale Agreement dated as of March 16, 2005, by and among DHCC, the Company, Triad and Triad Sub.

1.24 "DHCC Affiliate" means any Affiliate of the DHCC Member (other than a natural person) or DHCC Parent.

1.25 "DHCC Member" means DHCC or any DHCC Affiliate who is a Member from time to time.

1.26 "DHCC Parent" Deaconess Foundation, an Oklahoma not-for-profit corporation.

1.27 "Distributable Cash" shall be defined for the applicable period of time as (i) the sum of (a) all cash receipts of the Company from all sources (other than Capital Contributions and proceeds from loans to the Company) during such period and (b) any redaction in Reserves established by the Board of Directors in prior periods as set forth below, less (ii) the sum of (aa) all cash disbursements of the Company during such period of time, including without limitation, disbursements by the Company on behalf of or amounts withheld with respect to, Members of the Company in the capacity of Members, if any, debt service (including the payment of principal, premium and interest), capital expenditures and redemptions of Units in the Company pursuant to Section 736 of the Code, (bb) provision for the payment of all outstanding and unpaid current or past due cash obligations of the Company, and (cc) Reserves.

1.28 "Hospital" means Deaconess Hospital, a general acute care hospital located in Oklahoma City, Oklahoma.

1.29 "JCAHO" has the meaning set forth in Section 12.4 hereof.

1.30 "Liability" shall have the meaning set forth in Section 17.1 hereof.

1.31 "Liquidator" means the Person who liquidates the Company under Article XVI hereof.

1.32 "Management Agreement" means the Management Services Agreement, of even date herewith, between the Manager or an Affiliate thereof and the Company.

1.33 "Manager" means the manager of the company, which shall be Triad Corporate Services, Limited Partnership, a Delaware limited partnership, or an Affiliate thereof.

1.34 "Material Dispute" means the failure of the Category A Directors and the Category B Directors to vote in a similar manner with respect to any of the following items at two (2) consecutive meetings of the Board of Directors:

(i) Approval of the annual operating and capital budgets of the Company and any changes or amendments thereto;

(ii) Approval of any addition, modification or termination of hospital services;

(iii) Incurring additional indebtedness in excess of ten percent (10%) of the Company's total assets (other than debt which is specifically approved in connection with approved operating and capital budgets of the Company); and

(iv) Approving Additional Capital Contributions (other than Additional Capital Contributions which are specifically approved in connection with approved operating or capital budgets of the Company).

1.35 "Member" means the Triad Member or any Triad Affiliate who becomes a Member and the DHCC Member or any DHCC Affiliate who becomes a Member, and any Substituted Member or Additional Member, but excluding any Person who ceases to be a member of the Company pursuant to this Agreement. "Members" means all of the Persons who are members of the Company as defined in this Section 1.36.

1.36 "Noncontributing Member" shall have the meaning set forth in Section 4.2 hereof.

1.37 "Offeror" has the meaning set forth in Section 14.1 hereof.

1.38 "Person" means any individual, partnership, corporation, trust, limited liability company or other entity.

1.39 "Reserves" shall mean the amount of cash established by the Board of Directors on a quarterly basis to be held in reserve and not distributed as a reserve for reasonably anticipated cash expenses, including any material losses, liabilities, damages or costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) associated with any material contingent liability that the Board of Directors reasonably believes the Company has suffered or is substantially likely to, suffer or incur. In addition, "Reserves" shall include amounts reasonably necessary to satisfy the anticipated capital needs Of the Company, including Without limitation those set forth in the capital budget of the Company as well as those set forth in Section 10.4 hereof. In the event the Board of Directors is unable to agree upon the Reserve Amount for any quarter, such amount shall equal the amount of the Company's cash

expenditures for the previous four (4) month period plus the amount of capital expenditures set forth in the budget for the applicable period of time.

1.40 "Right of First Refusal" has the meaning set forth in Section 14.1 hereof

1.41 "Selling Member" has the same meaning set forth in Section 14.1 hereof.

1.42 "Sharing Percentage" means, as to a Member, the percentage obtained by dividing the number of Units owned by such Member by the total number of Units owned by all Members. The Members hereby agree that their Sharing Percentages shall constitute their "interests in the Company profits" for purposes of determining their respective shares of the Company's "excess nonrecourse liabilities" (within the meaning of Section 1.752-3(a)(3) of the Regulations).

1.43 "Substituted Member" means any Person admitted to the Company as a Member pursuant to Section 13.2 hereof.

1.44 "Syndication Expense" means all expenditures classified as syndication expenses pursuant to Treasury Regulations Section 1.709-2(b). Syndication Expenses shall be taken into account under this Agreement at the time they would be taken into account under the Company's method of accounting if they were deductible expenses.

1.45 "Treasury Regulations" or "Regulations" means the regulations promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to sections of the Treasury Regulations or the Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute proposed, temporary or final regulations.

1.46 "Triad Affiliate" means any Affiliate of a Triad Member (other than a natural person) or Triad Parent.

1.47 "Triad Member" means Triad Sub and any Triad Affiliate or Affiliates who are Members from time to time.

1.48 "Triad Parent" means Triad Hospitals, Inc., a Delaware corporation, and any successor in interest.

1.49 "Units" shall mean a unit of undivided membership interest in the Company. Such interest includes any and all rights to which such Member may be entitled as provided in this Agreement, together with all obligations of such Member to comply with the terms and provisions of this Agreement. All of a Member's Units shall constitute such Member's entire interest in the Company.

II. ORGANIZATION.

2.1 Formation. The Company has been formed pursuant to the Act, by the filing of the Certificate with the Secretary of State of the State of Delaware on February 25, 2005. Except as stated in the Act or the Certificate, this Agreement shall govern the rights and liabilities of the

Members. Each Member's Capital Contribution and Sharing Percentage as of the date hereof are set forth on Exhibit B hereto.

2.2 Name. The name of the Company is "Deaconess Hospital Holdings, LLC" and the business of the Company shall be conducted under that name or such other, name or names as may be Approved by the Board from time to time.

2.3 Principal Office. The principal office of the Company shall be located at 5501 North Portland, Oklahoma City, Oklahoma 73112, or at such other place or places in the State of Oklahoma as the Board of Directors may from time to time determine.

2.4 Term. The Company began on the date the Certificate was filed with the Secretary of State of the State of Delaware as provided in Section 2.1 hereof, and shall continue until the date on which the Company is dissolved pursuant to Article XV hereof and thereafter, to the extent provided for by applicable law, until wound up and terminated pursuant to Article XVI hereof.

2.5 Registered Agent and Office. The registered agent of the Company shall be Corporation Service Company and the registered office of the Company shall be located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The registered office or the registered agent, or both, may be changed by the Manager from time to time upon filing the statement required by the Act. The Company shall maintain at its registered office such records, if any, as may be specified by the Act.

2.6 No State Law Partnership. The Members intend that the Company will not be a partnership, limited partnership or joint venture, and that no Member will be a partner or joint venturer of any other Member, for any purposes other than federal and state tax purposes, and this Agreement shall not be construed to suggest otherwise.

2.7 Appointment of Manager. The day-to-day operation of the business of the Company shall be managed by the Manager in accordance with the terms of this Agreement and the Management Agreement, subject to the ultimate authority and control of the Board of Directors as provided herein, The, initial Manager shall be Triad Corporate Services, Limited Partnership, a Delaware limited partnership.

2.8 Operation Through Subsidiaries. The parties agree and acknowledge that the business of the Company may be conducted through one or more subsidiaries, including without limitation Deaconess Health System, LLC and Deaconess Physician Services, LLC. Any such subsidiary shall be operated in accordance with the terms of this Agreement and no actions may be taken through a subsidiary of the Company that could not otherwise be taken by the Company.

III. PURPOSES AND POWERS, NATURE OF THE COMPANY'S BUSINESS,

3.1 Purposes. The purposes of the Company are (i) to increase the ability and commitment of the Hospital to provide health care services in the greater Oklahoma City, Oklahoma metropolitan service area (including charitable care and community health services); (ii) to provide efficient and cost-effective rendering of health care services for the benefit of health care consumers in the greater Oklahoma City, Oklahoma metropolitan service area; (iii) to provide quality medical care at competitive charges; (iv) to own, manage, operate, lease or take any other

action in connection with operating the Hospital and other health care related services and businesses; (v) to acquire (through asset acquisition, stock acquisition, lease or otherwise) and develop other property, both real and personal, in connection with providing health care related services, including, without limitation, general acute care hospitals, specialty care hospitals, diagnostic imaging centers, ambulatory surgery centers, nursing homes, clinics, home health care agencies, psychiatric facilities and other health care providers; and (vi) generally to engage in such other business and activities and to do any and all other acts and things that the Board of Directors deems necessary, appropriate or advisable from time to time in furtherance of the purposes of the Company as set forth in this Section 3.1.

3.2 Nature of the Business.

(a) In furtherance of the purposes of the Company described in section 3.1, the Board of Directors and the Manager shall conduct the business and operations of the Company in such a manner as to satisfy the charitable purposes generally required of hospitals under Section 501(c)(3) of the Code and community benefits standards set forth in Revenue Ruling 69-545, including, without limitation (i) accepting all Medicare and Medicaid patients; (ii) accepting all patients in an emergency condition in the emergency room without regard to source of payment or the ability of such emergency patients to pay; (iii) maintaining an open medical staff; (iv) providing public health programs of educational benefit to the community; (v) generally promoting the health, “wellness and welfare of the community by providing quality health care at a reasonable cost; and (vi) continuing the indigent care policies of DHCC in the manner described in Section 12.5 of this Agreement (collectively, the “Standards”):

(b) The Members hereby acknowledge and agree that the operations of the Company shall not be conducted in a manner solely designed to maximize profits. In the event there is a conflict between the operation of the Company in accordance with the Standards and any duty to maximize profits, the Board of Directors and the Manager shall satisfy the Standards without regard to the consequences for maximizing profitability of the Company.

(c) The Company shall operate its business in such a manner so as not to jeopardize the tax-exempt status of DHCC Member or any of its Affiliates, to the extent applicable, as organizations described in Section 501(e)(3) of the Code. In the event that any law or regulation now existing or enacted or promulgated after the effective date of this Agreement is interpreted by judicial decision, by regulatory agency or by the opinion of the DHCC Member’s legal counsel in such a manner as to indicate that the continued participation of the DHCC Member or any of its Affiliates in the Company may jeopardize the tax-exempt status of the DHCC Member or any of its Affiliates or result in the imposition of unrelated business income tax (“UBIT”), the Members shall discuss in good faith amending this Agreement as necessary to comply with such, law or regulation. To the maximum extent possible, any such amendment shall preserve the underlying economic, financial and governance arrangements between the Members. Notwithstanding any other provision to the, contrary, each Member may elect to enter into (or not enter into) any such amendment in its sole and absolute discretion. In the event that the parties cannot agree to amend this Agreement so that the DHCC Member’s participation in the Company as a member thereof no longer jeopardizes the tax-exempt status of the DHCC Member or its Affiliates or results in the imposition of UBIT, the DHCC Member shall have the option to sell its Units in the Company to the Triad Member for a purchase price equal to the

Appraised Value of the Units. The DHCC Member may exercise this option by giving written notice of such exercise to the Triad Member only if the Members cannot agree on the execution and delivery of such amendments to this Agreement as the DHCC Member believes are necessary to permit it participate in the Company without jeopardizing the tax-exempt status of the DHCC Member or any of its Affiliates or resulting in UBIT.

3.3 Powers. Subject to the limitations contained in this Agreement and in the Act, the Company purposes and nature of the business as defined in Sections 3.1 and 3.2 (collectively, the "Company Purposes") may be accomplished by the Manager or the Board of Directors taking any action permitted under this Agreement that is customary or reasonably related to accomplishing such Company Purposes.

3.4 Conflict of Interest Policy. The Board of Directors and the Manager shall cause the Company to adopt and maintain as its policies and practices concerning conflicts of interest the existing policies and practices of DHCC and its Affiliates (attached as Exhibit 13) (or new policies or practices adopted by the Board of Directors).

3.5 Mission. The Members understand that the Hospital and related facilities contributed to the Company by the DHCC Member and its Affiliates pursuant to the Contribution Agreement have been operated pursuant to Christian principles of the Free Methodist Church. In this regard, the Company will support reasonable efforts to maintain these principles including, without limitation, the maintenance of a chaplaincy program in cooperation with the local Annual Conference of the Free Methodist Church. The Company will continue the operations of the Hospital and related facilities contributed to the Company by the DHCC Member and its Affiliates pursuant to the Contribution Agreement in accordance with historical Free Methodist traditions and missions. Triad Member agrees to cause the Category B Directors to vote in a manner consistent with the obligations contained in this Section.

IV. CAPITAL CONTRIBUTIONS, LOANS, CAPITAL ACCOUNTS.

4.1 Capital Contributions. The interests of the Members shall be divided into Units. Each of the Members and other Persons who may, from time to time, become Members has contributed to the capital of the Company the amount listed on Exhibit B attached hereto, as the same may be amended from time to time pursuant to Section 17.10 to reflect the admission of new Members, transfers and other appropriate revisions to the information set forth therein. Each of the Members has been issued the number of Units listed on Exhibit B.

4.2 Additional Capital Contributions. If funds are required for any expenditure of the Company necessary for the operation of the Company and/or any expansion of the Company as Approved by the Board, the Company shall seek such funds in the following order of priority: (i) cash generated by the operations of the Company; (ii) loans from Triad Sub or any Triad Affiliate to the extent available and on terms mutually agreeable; and (iii) commercial loans from third parties on terms mutually agreeable. If the Company has made commercially reasonable efforts to obtain the needed funds as set forth above and has been unable to do so, the Manager, upon the Approval of the Board, shall have the right to request that the Members make additional capital contributions ("Additional Capital Contributions") (pro rata in accordance with each Member's Sharing Percentage) to the Company. If the Manager, as Approved by the Board,

makes such a request, no Member shall be required to make such Additional Capital Contribution, provided that if any Member elects not to make a portion or all of the Additional Capital Contribution (a "Noncontributing Member"), the other Members (the "Contributing Members") shall have the right, but not the obligation, to contribute to the Company the amount of cash that the Noncontributing Member or Members failed to contribute. They Members shall have thirty (30) days after the Manager's request in which elect to Make or not make such Additional Capital Contributions. Effective as the end of such thirty (30) day period, the Members' Sharing Percentages shall be adjusted as follows: Each Member's Sharing Percentage thereafter shall be equal to a fraction (converted to a percentage), the numerator of which is the amount of such Member's Capital Account and the denominator of which is the aggregate amount of all Members' Capital Accounts. The number of Units held by each Member shall be adjusted automatically to reflect any change in the Members' Sharing Percentages under this Section 4.2. No person other than a Member or Manager of the Company may enforce any provision of this Agreement relating to the payment of additional capital.

4.3 Capital Accounts. A Capital Account shall be established and maintained for each Member for the full term of this Agreement in accordance with the capital ;account maintenance rules of Section 1.704-1(b)(2)(iv) of the Regulations. Each Member shall have only one Capital Account, regardless of the number or classes of Units or other interests in the Company owned by such Member and regardless of the time or manner in which such Units or other interests were acquired by such Member. Pursuant to the basic capital account maintenance rules of Section 1.704-1(b)(2)(iv) of the Regulations, the balance of each Member's Capital Account shall be:

- (a) Increased by the amount of money contributed by such Member (or such Member's predecessor in interest) to the capital of the Company pursuant to this Article IV and decreased by the amount of money distributed to such Member (or such Member's predecessor in interest) pursuant to Articles VI and XVI hereof;
- (b) Increased by the fair market value of each property (determined without regard to Section 7701(g) of the Code) contributed by such Member (or such Member's predecessor in interest) to the capital of the Company pursuant to this Article IV (net of all liabilities secured by such property that the Company is considered to assume or take subject to under Section 752 of the Code) and decreased by the fair market value of each property (determined without regard to Section 7701(g) of the Code) distributed to such Member (or such Member's predecessor in interest) by the Company pursuant to Article VI or XVI hereof (net of all liabilities secured by such property that such Member is considered to assume or take subject to under Section 752 of the Code);
- (c) Increased by the amount of each item of Company profit allocated to such Member (or such Member's predecessor in interest) pursuant to Section 3.1 of Exhibit A hereto;
- (d) Decreased by the amount of each item of Company loss allocated to such Member (or such Member's predecessor in interest) pursuant to Section 3.1 of Exhibit A hereto; and
- (e) Otherwise adjusted as follows:

(i) Effective immediately prior to any "Revaluation Event" (as defined in Exhibit A hereto), the balances of all Members' Capital Accounts shall be adjusted to reflect the manner in which, items of profit or loss, as computed for book purposes, equal to the "Unrealized Book Gain Or Loss" (as defined in Exhibit hereto) then existing with respect to each Company property (to the extent not previously reflected in the Members' Capital Accounts) would be allocated among the Members pursuant to Section 3.1 of Exhibit A hereto if there were a taxable disposition of such property immediately prior to such Revaluation Event, for its fair market value (as determined by the Manager taking Section 7701(g) of the Code into account);

(ii) With respect to items of Company profit and loss, the balances of all the Members' Capital Accounts shall be adjusted solely for allocations of such items, as computed for book purposes, under Section 3.1 of Exhibit A hereto and shall not be adjusted for allocations of correlative Tax Items under Section 3.2 of Exhibit A hereto;

(iii) Immediately before giving effect under Section 4.3(b) hereof to any adjustment attributable to the distribution of property to a Member, the balances of all the Members' Capital Accounts first shall be adjusted to reflect the manner in which items of profit or loss, as computed for book purposes, equal to the Unrealized Book Gain Or Less existing with respect to the distributed property (to the extent not previously reflected in the Members' Capital Accounts) would be allocated among the Members pursuant to Section 3.1 of Exhibit A hereto if there were a taxable disposition of such property on the date of such distribution by the Company for its fair market value at the time of such distribution (as agreed to in writing by the Members) taking Section 7701(g) of the Code into account (i.e., such value shall not be agreed to be less than the amount of Nonrecourse Liabilities to which such property is subject); and.

(iv) Upon the transfer of all or part of any Unit or other interest in the Company, the Capital Account of the transferor Member, to the extent attributable to the transferred interest, shall carry over to the transferee Member; provided, however, if the transfer causes the termination of the Company for federal income tax purposes under Section 708(b)(1)(B) of the Code, the Capital Account that carries over to the transferee Member shall be subject to adjustment in accordance with Section 4.3(e)(i) hereof in connection with the resulting constructive liquidation of the Company for federal income tax purpose.

4.4 Additional Provisions Regarding Capital Amounts.

(a) If, with the prior Approval of the Board, a Member pays any Company indebtedness or forgives any Company indebtedness owing to such Member, such payment or forgiveness shall be treated as a cash contribution by that Member to the capital of the Company, and the Capital Account of such Member shall be increased by the amount so paid by such Member. No Member may, without the prior Approval of the Board, increase its Capital Account by paying any Company indebtedness or by forgiving any Company indebtedness owing to such Member.

(b) Except as otherwise provided herein, no Member may Contribute capital to, or withdraw capital from, the Company. To the extent any monies which any Member is entitled to receive pursuant to the Agreement would constitute a return of capital, each of the Members consents to the withdrawal of such capital.

(c) A loan by a Member to the Company shall not be considered a contribution of money to the capital of the Company, and the balance of such Member's Capital Account shall not be increased by the amount so loaned. No repayment of principal or interest on any such loan, reimbursement made to a Member with respect to advances or other payments made by such Member on behalf of the Company or payments of fees to a Member which are made by the Company shall be considered a return of capital or in any manner affect the balance of such Member's Capital Account.

(d) No Member with a deficit balance in its Capital Account shall have any obligation to the Company or any other Member to restore such deficit balance. In addition, no venturer or partner in any Member shall have any liability to the Company or any other Member for any deficit balance in such venturer's or partner's capital account in the Member in which it is a partner or venturer. Furthermore, a deficit Capital Account balance of a Member (or a capital account of a partner or venturer in a Member) shall not be deemed to be a liability of such Member (or of such venturer or partner in such Member) or a Company asset or property. The provisions of this Section 4.4(d) shall not affect any Member's obligation to make Capital Contributions to the Company that are required to be made by such Member pursuant to this Agreement.

(e) Except as otherwise provided herein, no interest shall be paid on any capital contributed to the Company or the balance in any Member's Capital Account.

(f) All of the provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with the Regulations. If the Board of Directors determines that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or any of the Members) are computed in order to comply with the Regulations, the Board of Directors, may make such modifications, provided that such modifications are not likely to have a material affect on the amounts distributable to any Member from the Company. The Board of Directors shall also make appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Section 1.704-1(b) of the Regulations.

4.5 Loans. The Company may borrow money from, among others, any Member such terms and conditions as shall be agreed to by the Board of Directors and such Member; provided, however, such terms and conditions shall be no less favorable to the Company than the terms and conditions that could be obtained by the Company in an arm's length transaction from an independent third-party. If any Member makes any loan or loans to the Company, the amount of any such loan shall not be treated as a contribution to the capital of the Company, but shall, be a debt due from the Company. Any Member's loan to the Company shall, as determined by the Board of Directors, be repayable out of the Company's excess cash, prior to any distribution of Distributable Cash. None of the Members nor any of their Affiliates shall be obligated to loan money to the Company.

V. ALLOCATIONS OF INCOME AND LOSSES.

All items of income or loss of the Company shall be allocated to the Members accordance with the provisions of Exhibit A attached hereto, which is hereby incorporated by reference for all purposes of this Agreement or as otherwise provided in Ws Agreement.

VI. DISTRIBUTIONS.

6.1 Distribution of Distributable Cash. Except as may be otherwise provided Section 163 hereof, or as may otherwise be prohibited or required by applicable law, the Board of Directors shall cause the Company to distribute Distributable Cash to the extent available to the Members from time to time in its discretion, pro rata in accordance with their respective Sharing Percentages. The policy of the Company shall be to distribute Distributable Cash on a quarterly basis to the extent the Board of Directors deems such distributions advisable.

6.2 Compensation or Reimbursement to the Manager. Authorized amounts payable as compensation or reimbursement to the Manager or to any Person other than in its capacity as a Member, such as for services rendered, goods purchased or money borrowed, shall not be treated as a distribution for purposes of Section 6.1 hereof.

6.3 Amount's Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment of taxes of Members or distribution to the Members shall be treated as amounts distributed to the Members pursuant to this Article VI for all purposes under this Agreement.

6.4 Distributions in Kind. No Member shall have the right to demand or receive distributions of property other than cash. Except as provided in Article XVI hereof, distributions in kind of Company property shall be made only with the consent of the Board of Directors and only at a value agreed to by the Board of Directors. Prior to any such distribution kind, the difference between such agreed value and the book value of such property shall be credited or charged, as the case may be, to the Members (and assignees) Capital Accounts in proportion to their Sharing Percentages. Upon the distribution of such Property, such agreed value shall be charged to the Capital Accounts of the Members (or assignees) receiving such distribution.

6.5 Restrictions on Distributions. The foregoing provisions of this Article VI to the contrary notwithstanding, (a) no distribution of Distributable Cash shall be declared by the Board of Directors or paid by the Company unless, after giving effect to the distribution, the Company will be able to pay its debts as they become due in the normal course of business and the Company's total assets are greater than the sum of the Company's total liabilities, excluding liabilities for which the recourse of creditors is limited to specified property of the Company, except that the fair value of property that is subject to a liability for which the recourse of creditors is limited shall be included in the assets of the Company only to the extent that the fair value of the property exceeds that liability; and (b) no distribution shall be made if, and for so long as, such distribution would, violate any contract agreement to which the Company is then a party or any law, rule, regulation, order or directive of any governmental authority then applicable to the Company.

VII. BANK ACCOUNTS, BOOKS OF ACCOUNT, TAX COMPLAINT AND FISCAL YEAR.

7.1 Bank Accounts; Investments. Unless otherwise provided by the Board of Directors, the Manager may (i) establish one or more bank accounts; as provided in Section 8.1(f) hereof into which all Company funds shall be deposited or (ii) deposit Company funds in a central account established in the name of the Manager or a Triad Affiliate to the extent consistent with the terms and conditions of a separate written agreement between the Company and the Manager or a Triad Affiliate “Cash Management Agreement”), provided that detailed separate entries are made on the books and records of the Company and on the books and records of the Manager or such Triad Affiliate with respect to amounts received from the Company and deposited in such central account for the account of the Company. Except as otherwise provided in any applicable Cash Management Agreement, funds not immediately necessary in the Company’s business may be invested short-term debt obligations (including those issued by or guaranteed by federal or state governments and their agencies and certificates of deposit of commercial banks, savings banks, or savings and loan associations) and “money market” mutual funds or similar investments as determined by the Manager.

7.2 Books and Records. The Company whether through the Manager or otherwise shall keep books of account and records relative to the Company’s business. The books shall be prepared in accordance with generally accepted” accounting principles using the accrual method of accounting. The accrual method of accounting shall also be used by the Company for income tax purposes. The Company shall also maintain books and records as required by Section 4.3 hereof and Exhibit A hereof. The Company shall also maintain its books and records in a manner such that the reports required to be prepared by Section 12.5 may be prepared. The Company’s books and records shall at all times be maintained at the principal business office of the Company (and to the extent required by the Act, at the registered office of the Company) and shall be available for inspection by the Members or their duly authorized representatives during regular business hours. The books and records shall be preserved for four (4) years after the term of the Company ends.

7.3 Determination of Profit and Loss; Financial Statements All items of Company income, expense, gain, loss, deduction and credit shall be determined with respect to, and allocated in accordance with, this Agreement for each Member for each Company fiscal year. Within one hundred eighty (180) days after the end of each Company fiscal year, the Manager shall cause to be prepared, at the Company’s expense, audited financial statements of the Company for the preceding fiscal year, including without limitation, a balance sheet, profit and loss statement, statement of cash flows and statement of the balances in the Members’ Capital Accounts, prepared accordance with the terms of this Agreement and generally accepted accounting principles consistently applied with prior periods. The Category A Directors may from time to time unilaterally waive the requirement of audited financial statements, each such waiver to be effective for one audit cycle only. The Manager shall also cause to be prepared, at Company expense, within ninety (90) days after the end of each Company fiscal year, unaudited financial statements meeting the preceding specifications. These financial statements shall be available for inspection and copying during ordinary business hours at the reasonable request of any Member, and will be furnished to any other Member upon written request therefor. Any Member may obtain, at such Member’s expense, such other reports on the Company’s operations and condition as; such Member may reasonably request.

7.4 Tax Returns and Information. The Members intend for the Company to be treated as a partnership for tax purposes, but not for any other purposes. The Company shall prepare or cause to be prepared all federal, state and local income and other tax returns which the Company is required to file and shall furnish such returns to the Members, together with a copy of each Member's Form K-1 and any other information which any Member may reasonably request relating to such returns, within the time required by law (including any applicable extension periods available under the Code).

7.5 Tax Audits. Triad Sub shall be the "tax matters partner" of the Company under Section 6231(a)(7) of the Code. Triad Sub shall inform the Members of all matters which may come to its attention in its capacity as tax matters partner by giving the Members notice thereof within ten (10) days after becoming so informed. Triad Sub shall not take any action contemplated by Sections 6222 through 6232 of the Code unless Triad Sub has first given the Members notice. This provision is not intended to authorize Triad Sub to take any action which is left to the determination of, the individual Member under Sections 6222 through 6232 of the Code.

7.6 Fiscal Year. The Company's fiscal year shall be the calendar year.

VIII. RIGHTS, OBLIGATIONS AND INDEMNIFICATION THE MANAGER.

8.1 Rights of the Manager. Except as otherwise set forth in the Act, the Certificate or this Agreement, the Board of Directors shall have overall oversight and ultimate authority over the affairs of the Company. Subject to this general principle, and subject to the limitations imposed upon the Manager in this Agreement (including, without limitation, Sections 8.3 and 8.4 hereof) and in the Management Agreement and to the fiduciary obligations and limitations imposed upon it at law (to the extent not modified herein or in the Certificate) and by general principles of equity, the Manager shall manage the day-to-day operations of the Company and act on behalf of the Company pursuant to and in accordance with the terms of this Agreement and the Management Agreement. The Manager may take the following actions if, as, and when it deems any such action to be necessary, appropriate or advisable, at the sole cost and expense of the Company, subject however in all respects to the limitations imposed on the Manager in this Agreement (including, without limitation, Sections 8.3 and 8.4 hereof) and the terms of the Management Agreement:

(a) Acquire and enter into any contract of insurance on behalf of the Company which the Manager deems necessary and proper for the protection of the Company, for the conservation of the Company's assets, or for any purpose convenient or beneficial to the Company;

(b) Employ from time to time on behalf of the Company, individuals (including employees of the Manager, the Members or any of their Affiliates) on such terms and for such compensation as the Manager shall determine (but not in an amount which would be considered unreasonable or that would be considered an "excess benefit transaction" as defined in Section 4958 of the Internal Revenue Code and the regulations thereunder based upon the scope of an individual employee's duties and responsibilities);

(c) Make decisions as to accounting principles and elections, whether for book tax purposes (and such decisions may be different for each purpose but if for book purposes such decisions

must be consistent with generally accepted accounting principles or if for tax purposes such decisions must be consistent with Internal Revenue Service laws or regulations);

(d) Set up or modify record keeping, billing and accounts payable accounting systems;

(e) Alienate, mortgage, pledge or otherwise encumber, sell, exchange, lease or purchase real and/or personal property in fulfillment of the Company Purposes, in each case in the ordinary course of business to the extent not inconsistent with Section 8.3 hereof,

(f) Open checking and savings accounts, in banks or similar financial institutions, in the name of the Company, and deposit cash in such accounts and withdraw cash from such accounts as required for the Company Purposes in the ordinary course of business;

(g) Adjust, arbitrate, compromise, sue or defend, abandon or otherwise deal with and settle any and all claims in favor of or against the Company, as the Manager shall, in its reasonable discretion, deem proper;

(h) Enter into, make, perform and carry out all types of contracts, leases and other agreements, and amend, extend or modify any contract; lease or agreement at any time entered into by the Company, provided that each such contract, lease or agreement is (i) the result of an arm's length transaction,

(ii) representative of fair market value, and (iii) in the ordinary course of business;

(i) Execute, on behalf of and in the name of the Company, any and all contracts, leases, agreements, instruments, notes, certificates, titles or other documents to which the Company will be a party; and

(j) Do all acts reasonably necessary, to carry out the business for which the Company is formed (as described in Sections 3.1 and 3.2) as delegated by the Board of Directors under this Agreement and the Management Agreement.

8.2 Rights to Rely on the Manager. No Person or governmental body dealing with the Company shall be required to, inquire into, or to obtain any other documentation as to, the authority of the Manager to take any action permitted under Section 8.1 hereof. Furthermore, any Person or governmental body dealing with the Company may rely upon a certificate signed by the Manager as to the following:

(a) The identity of the Manager or any Member;

(b) The existence or nonexistence of any fact or facts that constitute a condition precedent to acts by the Manager or which are in any other manner germane to the Affairs of the Company;

(c) The Persons who are authorized to execute and deliver any instrument document of the Company; or

(d) Any act or failure to act by the Company on any other matter whatsoever involving the Company or any Member.

8.3 Specific Limitations on the Manager.

- (a) Notwithstanding anything to the contrary in the Management Agreement, this Agreement, the Act or the Certificate, each of the following actions shall require Approval of the Board:
- (i) Approving the, annual operating and capital budgets of the Company and any changes or amendments thereto;
 - (ii) Hiring or terminating the Company's or the Hospital's Chief Executive Officer;
 - (iii) Establishing or changing the mission, values, purposes or philosophy according to which the Company shall operate;
 - (iv) Approving the annual strategic and business plans of the Company, and any changes or amendments thereto;
 - (v) Approving any addition, modification or termination of Hospital services;
 - (vi) Approving any change of the Hospital's name;
 - (vii) Evaluating the amount of indigent care provided by the Company, as provided in Section 12.5 of this Agreement;
 - (viii) Approving any waiver of the covenants not to compete set forth in the Contribution Agreement or this Agreement; provided, however, that such action shall be approved solely upon the majority vote of the class of directors chosen by the Member that is not requesting such waiver or allegedly violating such provision;
 - (ix) Admitting any additional Members or issuing additional Units, except in accordance with the provisions of Article XIII hereof;
 - (x) Recognizing the transfer of a Member's interest in the Company, unless such transfer is in compliance with the provisions of Article XIII hereof;
 - (xi) Engaging in any merger, consolidation, share exchange or reorganization of the Company, or sale of all or substantially all of the assets of the Company,
 - (xii) Acquiring or disposing of any health care related facility and its related assets in a single transaction or series of related transactions;
 - (xiii) Entering into any new line of business, except in accordance with the terms of Article X;
 - (xiv) Entering into a contract to incur an obligation to repay borrowed money;
 - (xv) Approving Additional Capital Contributions;

(xvi) Changing the general Character of the business anticipated to be conducted by the Company on the date hereof (it being understood and agreed that such business is the ownership and operation of health care related facilities and the delivery or health care services);

(xvii) Electing to distribute or not distribute the Distributable Cash;

(xviii) Entering into or modifying any agreement, arrangement or business dealings between the Company and the Triad Member or any Triad Affiliate; provided, however, that such action shall only require the approval of the Category A Directors by majority vote;

(xix) Adjusting, arbitrating, compromising, or settling any material claims in favor of or against the Company, which, claims are not covered by the Company's insurance policies; or

(xx) Adjusting, arbitrating, compromising, or settling any claims in favor of or against the Company by a Member or an Affiliate of a Member.

(b) Notwithstanding anything to the contrary in this Agreement or the Act, without the Approval of the Members, the Manager shall have no right to do any of the following acts, each of which is considered outside the ordinary course of the Company's business:

(i) To amend this Agreement or the Certificate, except as provided in Section, 17.10 hereof;

(ii) To dissolve or liquidate the Company at will;

(iii) To do any act in contravention of this Agreement;

(iv) To change or reorganize the Company into any other legal form; or

(v) To knowingly perform any act that would subject any Member to liability as a general partner in any jurisdiction.

8.4 Management Obligations of the Manager. Subject to the terms and conditions of the Management Agreement, the Manager shall devote such time to the Company as may be necessary to fulfill the Company Purposes, and manage and supervise the Company business and affairs. Nothing in this Agreement shall preclude the Manager, at the expense of the Company, from contracting with or employing any Affiliate of a Member or a third party to provide management or other services to the Company.

8.5 Compensation of the Manager. As its sole compensation and consideration for the performance of its duties and responsibilities as Manager, the Manager shall be entitled to receive a monthly management fee as set forth in the Management Agreement.

8.6 Independent Activities. Except as provided in Section 10.1, hereof and in the Management Agreement, the Manager and any of its Affiliates may engage in or possess interests in other business ventures of every nature and description, independently, and with others, whether such activities are competitive with the Company or otherwise without having or including any obligation to offer any interest in such activities to the Company or any Member. Except as provided in Section 10.1 hereof and in the Contribution Agreement, DHCC Member

and any of its Affiliates, may engage in or possess interests in other business ventures of every nature and description, independently, and with others, whether such activities are competitive with the Company or otherwise without having or incurring any obligation to offer any interest in such activities to the Company or any Member.

8.7 Termination of Chief Executive Officer. Notwithstanding anything to the contrary in this Agreement, the Category A Directors (by majority vote) shall have (i) the sole and exclusive right to terminate the Chief Executive Officer of the Company or Hospital due to the Chief Executive Officer's failure to ensure that the Company is fulfilling the Standards and Section 3.2(b) hereof, and (u) the unilateral, but not exclusive, right to terminate, the Chief Executive Officer of the Company or Hospital for any other reason. The Category B Directors (by majority vote) shall have the unilateral, but not exclusive, right to terminate the Chief Executive Officer of the Company or Hospital for any reason other than the Chief Executive Officer's ensuring that the Company is fulfilling the Standards and Section 32(b) hereof.

IX. RIGHTS AND STATUS OF MEMBERS.

9.1 General. Except to the extent expressly otherwise required by the Act or provided in this Agreement, the Members shall not take part in the management or control of the Company business, such powers being vested exclusively in the Board of Directors and the Manager as provided herein.

9.2 Limitation of Liability. No Member shall have any personal liability whatever, solely by reason of its status as a Member of the Company, whether to the Company, the Manager, another Member or any creditor of the Company, for the debts of the Company or any of its losses beyond the amount of the Member's obligation to contribute its Capital Contribution to the Company.

X. SPECIAL COVENANTS OF THE MEMBERS.

10.1 Covenant Not to Compete.

(a) In consideration of the premises and as a material inducement for the Triad Member and the DHCC Member to enter into this Agreement and consummate the transactions contemplated hereby and by the Contribution Agreement, each Member and their respective Affiliates agrees that while such Member is a member of the Company and for a period of three (3) years thereafter, it will not (other than through the Company), directly or indirectly, in any capacity, own, manage, operate, control or maintain or continue any interest whatsoever with any Competing Business except in accordance with Section 10.1(b).

(b) The Member or its Affiliate desiring to directly or indirectly, in any capacity, own, manage, operate, control or maintain or continue any interest whatsoever with any Competing Business shall provide the Company sixty (60) days prior written notice describing the proposed activity or service (including its location), and including a proposed plan of implementation and financing and any other information requested by the Board of Directors. In the event that the Board of Directors, after considering the proposed activity or service, does not vote within the sixty (60) day notice period to pursue the opportunity (and the Member which presents the opportunity or its representatives on the Board of Directors shall not have been the cause of the

Company not pursuing the opportunity, for example, by voting “against approval’ of the opportunity, abstaining from voting or not voting), neither Member nor any of their respective Affiliates may pursue the opportunity. Notwithstanding the foregoing, if the Board of Directors fails to approve the acquisition of Integris Baptist Medical Center or Mercy Hospital, either Member (or their Affiliates) may pursue such opportunity.

(c) Notwithstanding Section 10.1(a), DHCC and its Affiliates (i) may own stock in any publicly held corporation listed on a national securities exchange or whose stock is regularly traded in the over the counter market as long as such holding at no time exceeds five percent (5%) of the total outstanding stock of such corporation; (ii) may continue to own and operate the businesses, described on Schedule 10.1(c); and (iii) shall not be precluded from participating in activities that promote health care services for residents of the Communities historically served by DHCC or its Affiliates, one or more clinics or facilities at which free (or discounted based on the patient’s income, or ability to pay) health care goods or services, are provided, or one or more homes or other facilities devoted primarily to the care of expectant mothers or adoption-related services.

10.2 Limitation. In the event of an actual or threatened breach by any Member of Section 10.1 hereof, the Company acting through the non-breaching Member shall be entitled to an injunction in any appropriate court in Oklahoma County, Oklahoma, or elsewhere, restraining the actual or threatened breach by such Member. If a court shall hold that the duration and/or scope (geographic or otherwise) of the covenant contained in Section 10.1 hereof is unreasonable or otherwise unenforceable, then, to the extent permitted by law, the court may prescribe a duration and/or scope (geographic or otherwise) that is reasonable and judicially enforceable. The parties agree to accept such determination, subject to their rights of appeal, which the parties hereto agree shall be substituted in place of any and every offensive part of Section 10.1, and as so modified, Section 10.1 of this Agreement shall be as fully enforceable as if set forth herein by the parties in, the modified form. Nothing herein stated shall be construed as prohibiting any party hereto from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages. In the event of any breach of Section 10.1 by a Member and in addition to an injunction, the Company shall also be entitled to recover the net amount of fees and other compensation earned by a Member as a result of any such breach, plus any other damages a court of competent jurisdiction may find appropriate. The time period set forth in Section 10.1 shall be tolled and suspended for a period of time equal to the aggregate quantity of time during which a Member violates such prohibitions in any respect.

10.3 No Requirement to Refer. No provision of this Agreement, or the relationship between the parties created by this Agreement, is intended by the parties hereto to include an agreement or requirement that any physician who is affiliated with any of the Triad Members or any of the DHCC Members (collectively referred to as the “Affiliated Referring Providers”) utilize the services or otherwise direct patients to facilities owned or operated by the Company or its Affiliates or as an inducement to the Affiliated Referring Providers to make any such referral. Nothing in this Agreement shall be construed as prohibiting Affiliated Referring Providers from obtaining or maintaining medical staff membership at, or admitting patients to, health care facilities other than those health care facilities owned by the Company. The parties hereto agree that the benefits under this Agreement do not require, are not payment for, and are not in any way contingent upon, the admissions, referral or other arrangement for the provision of any items

or service reimbursed under Medicare, Medicaid or any other state, or federal health care program.

10.4 Capital Expenditures. The Members, agree that the Company shall fund a minimum of \$25,000,000 in capital expenditures related to the Hospital and its facilities during the five (5) year period following the date hereof to complete certain projects including, without limitation, those set forth on Schedule 10.4. In addition to the minimum \$25,000,000 in capital expenditures, the Company will also renovate the Hospital's kitchen during the five (5) year period following the date hereof. The Members agree and acknowledge that in order to provide a source of funds for such renovations, the Company will not distribute as much Distributable Cash as it might otherwise. Capital expenditures will be determined by the Board of Directors of the Company. As used herein, "capital expenditures" shall include expenditures for new equipment, equipment replacement, facility renovations, new facilities, medical office space, development of new services, information systems (other than initial conversion costs) and other agreed upon expenditures. As used herein, "capital expenditures" shall include equipment leased pursuant to operating or capital leases.

XI. MEETINGS AND MEANS OF VOTING.

11.1 Meetings of the Members. Meetings of the Members may be called by the Manager and shall be promptly called upon the written request of any one or more Members Who own in the aggregate fifteen percent (15%) or more of the aggregate Units in the Company. The notice, of a meeting shall state the nature of the business to be transacted at such meeting, and actions taken at any such meeting shall be limited to those matters specified in the notice of the meeting. Notice of any meeting shall be given to all Members not less than ten (10), and not more than thirty (30), days prior to the date of the meeting. Members may vote in person or by proxy at such meeting.

Except as otherwise expressly provided in this Agreement (including, without limitation, all instances where Approval of the Members is required) or required by the express provisions of the Act, the requisite vote of the Members shall be the Approval of the Members which shall control all decisions for which the vote of the Members is required hereunder. Each Member's voting rights shall be the same as that Member's number of Units at the time of the vote. The presence of any Member at a meeting shall constitute a waiver of notice of the meeting with respect to such Member unless, such Member attends the meeting for the sole purpose of objecting to the holding of such meeting. The Members may, at their election, participate in any regular or special meeting by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other. A Member's participation in a meeting pursuant to the preceding sentence shall constitute presence in person at such meeting for all purposes of this Agreement.

11.2 Vote By Proxy. Any Member may authorize any Person to act on the Member's behalf by proxy on all matters in which a Member is entitled to participate, whether by waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member authorizing such proxy or such Member's attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months after the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it.

11.3 Conduct of Meeting. Each meeting of Members shall be conducted by the Chairman of the Board of Directors or by a Person appointed by the Board of Directors. The meeting shall be conducted pursuant to such rules as may be adopted by the Board of Directors or the Person appointed by the Board of Directors for the conduct of the meeting.

11.4 Action Without a Meeting. Notwithstanding anything to the contrary in this Agreement, any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing setting forth the action so taken is Approved by the Members, which consent may be executed in multiple Counterparts and by facsimile. In the event any action is taken pursuant to this Section 11.4, it shall not be necessary to comply with any notice or timing requirements set forth in Sections 11.1 or 11.2 hereof. Prompt written notice of the taking of action without a meeting shall be given to the Members who have not consented in writing to such action.

11.5 Closing of Transfer Record; Record Date. For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members, any reconvening thereof, or to act by consent, the Manager may provide that the transfer record shall be closed for at least ten (10) days immediately preceding such meeting (or such shorter time as may be reasonable in light of the period of the notice) or the first solicitation of consents in writing. If the transfer record is not closed and if no record date is fixed for determining the Members entitled to notice of or to vote at a meeting of Members or by Consent, the date on which the notice of the meeting is mailed, or the first written consent is received by the Manager, shall be the record date for such determination.

XII. BOARD OF DIRECTORS.

12.1 Board of Directors. Effective for all purposes on the date of this Agreement, the Members shall form a board of directors of the Company (the "Board of Directors") to have overall oversight and ultimate authority over the affairs of the Company, to consider those matters pertaining to the business of the Company for which Approval of the Board is required, and to provide oversight of the activities of the Manager and the Board of Trustees. The Board of Directors shall consist of ten (10) members, with five (5) Category A Directors and five (5) Category B Directors. Each individual selected to serve on the Board of Directors shall serve for a term of one (1) to three (3) years, at the discretion of the Member which has the right to elect or appoint such individual, and thereafter until his successor is elected or appointed, unless he sooner resigns or is removed. A member of the Board of Directors may be removed at any time without cause by only that Member which had the right to vote for his initial election or appointment. The unexpired term of a removed director shall be filled by individual appointed by the Member which had the right to vote on the removed director's initial appointment to the Board of Directors. The Category A Directors shall elect annually the Chairman of the Board of Directors. The Chairman of the Board of Directors shall preside over all the meetings of the Board of Directors.

12.2 Manner of Exercise of Board of Directors' Authority. All responsibilities of the Board of Directors under this Agreement shall be exercised by the Board of Directors as a body, and no member of the Board of Directors, acting alone, shall have the authority to act on behalf of the Board of Directors. In no event shall the Board of Directors be deemed a manager under the Act

or have the authority to act on behalf of, or to bind in any way, the Company. The actions of the Board of Directors shall be carried out by the Manager as provided for in this Agreement and the Management Agreement

12.3 Meetings of the Board of Directors. The Board of Directors shall hold regular meetings on at least a quarterly basis. In addition, each member of the Board of Directors shall be available at all reasonable times to consult with other members of the Board of Directors on matters relating to the duties of the Board of Directors. Meetings of the Board of Directors shall be held at the call of the Manager, the Chairman of the Board of Directors, or any three members of the Board of Directors requesting such meeting through such Chairman, upon not less than ten (10) business days written or telephonic notice to the members of the Board of Directors, such notice specifying all matters to come before the Board of Directors for action at such meeting. The presence of any member of the Board of Directors at a meeting shall constitute a waiver of notice of the meeting with respect to such member unless such member attends the meeting for the sole purpose of objecting to the holding of such meeting. The members of the Board of Directors may, at their election, participate in any regular or special meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. A member's participation in a meeting pursuant to the preceding sentence shall constitute presence in person at such meeting for all purposes of this Agreement. Except as otherwise herein provided, the Category A Directors and the Category B Directors shall each as a Class determine the number thereof which shall constitute a quorum of the members in such category (but in any event no less than two (2) directors in each category) and shall so notify the members in the other category of such number. Except as otherwise herein provided, no action taken by either category of members of the Board of Directors at any meeting shall be valid unless a quorum for such category is present. Members may vote in person or by proxy at such meeting.

12.4 Board of Trustees. Effective for all purposes on the date of this Agreement, the Board of Directors shall form a board of trustees for the Hospital (the "Board of Trustees"). The Board of Directors shall have the authority to appoint additional or replacement Trustees to the Board of Trustees. The Board of Trustees shall be comprised of at least twelve (12) members including at least six (6) physicians on the Hospital medical staff and six (6) local community members. The Hospital's Chief Executive Officer shall be an ex officio (non-voting) Member of the Board of Trustees. Each individual selected to serve on the Board of Trustees shall serve for a term of one (1) year and thereafter until his successor is elected or appointed, unless he sooner resigns or is removed. The Board of Trustees shall meet on a regular basis and have the following responsibilities: (a) adopting a vision, mission and values statement; (b) participating in development and review of operating and capital budgets, and strategic and facility planning (the Board of Directors reserving ultimate authority for budgets and planning); (c) participating in periodic evaluations of the Chief Executive Officer of the Hospital; (d) approving any significant change in Hospital services; (e) granting medical staff privileges and, when necessary, taking disciplinary action consistent with the Hospital and Medical Staff Bylaws (with the advice of counsel); (f) assuring medical staff compliance with JCAHO requirements (with the advice of counsel); (g) supporting physician recruitment efforts; (h) fostering community relations and identifying service and educational opportunities; (i) overseeing the Hospital's quality assurance, risk management and utilization review programs, and submitting at least biannually to the Board of Directors a written report on the effectiveness and performance of such programs

(which shall be reviewed by the Board of Directors, with input from the Category A Directors and the Manager); and (j) performing such other activities and duties as may be directed or delegated to it by the Board of Directors.

12.5 Charity Care.

(a) The Board of Directors shall adopt and maintain as its policy concerning charity care the policy of DHCC attached as Exhibit E (or a new policy adopted by the Board of Directors that is intended to provide a similar or greater benefit to the community). The Company shall cause its facilities, including without limitation the Hospital, to accept and to continue to participate in the Medicare and Medicaid programs. The Company shall cause the Hospital to maintain a 24-hour emergency department that complies with applicable federal and state laws with respect to the evaluation and treatment of patients who present or are determined to have an emergency medical condition, or who, in the judgment of a staff physician, have an immediate emergency need. No emergency patient shall be turned away from the Hospital because of age, race, gender, insurance status, inability to pay or any other non-clinical factor that is not relevant to the provision of medical services. This covenant shall be subject in all respects to changes in governmental policy. The Category A Directors shall have the unilateral right to cause the Company to initiate and authorize new or additional charity care services within the scope of the charity care policy then in effect in order to maintain charity care at a level consistent with historical levels.

(b) Within three (3) months after the end of each fiscal year of the Company, the Hospital's Chief Executive Officer or his or her designee shall determine and calculate the aggregate charity care provided by the Company during the preceding fiscal year of the Company. The Hospital's Chief Executive Officer or his or her designee shall make an annual report to the Board of Directors regarding charity care provided for the preceding fiscal year. Such annual report shall include an analysis of the levels of charity care and availability of health care services at the Company's facilities with recommendations, if any, related to the foregoing and other matters related to charity care requested by the Board of Directors. The Board of Directors shall review the annual report, which shall include an assessment of the adequacy of charity care provided based on community needs, and the Category A Directors shall have the authority, without the approval of the Category B Directors or the Manager, to take such action as they deem appropriate to cause the Hospital to provide charity care services as set forth in the existing charity care policies and to respond to community needs within the scope of the Company's activities and services in order to satisfy the Standards. Any action taken by the Board of Directors with respect to the annual report shall be recorded in the minutes of the meeting of the Board of Directors.

12.6 Board of Directors Deadlock or Dispute. It is the intention of the Board of Directors to make a good faith effort to settle any dispute, controversy, claim or other matter in question arising under or related to the Company or this Agreement, including all issues of fact and law that constitute a Material Dispute. In settling any Material Dispute, each of the Category A Directors and the Category B Directors (each a category of Directors) shall act in accordance with the following procedures:

(a) First, each category of Directors shall negotiate in good faith with the other category of Directors to try to settle any Material Dispute for a period of forty-five (45) days. If applicable to the nature of the Material Dispute, the Directors shall give priority to the fulfillment by the Company of the Standards and Section 3.2(b) hereof. The Board of Directors shall meet a minimum of three times during such period (in person to the extent practicable) to attempt to resolve the Material Dispute.

(b) In the event that by the end of the 45-day period referred to in Section 12.6(a), the Material Dispute is not settled pursuant to the procedures set forth in Section 12.6(a), the Chairman of the Board of the DHCC Parent and the Chief Executive Officer of Triad Parent shall meet (in person to the extent practicable) to attempt to resolve the Material Dispute. If the Material Dispute is still not resolved after such meeting(s), either category of Directors may invoke the Material Dispute resolution procedures set forth in this Section 12.6(b) by sending written notice to the other invoking the procedures of this Section 12.6(b). For a period of thirty (30) days after the receipt by the other category of Directors of such written notice, both categories of Directors shall then try in good faith to settle the Material Dispute by mutually agreeing on, engaging in and meeting with an individual that will serve as a mediator for the purpose of resolving the Material Dispute. If applicable to the nature of the Material Dispute, the mediator shall give priority to the fulfillment by the Company of the Standards and Section 3.2(b) hereof. The Members agree to participate in the mediation of the Material Dispute to its conclusion. The mediation shall be terminated by: (i) the execution of a settlement agreement or similar statement by the parties, (ii) a declaration of the mediator that mediation is terminated, or (iii) a written declaration by the parties to the effect that the mediation process is terminated at the conclusion of five (5) full days. The mediator shall be disqualified as a witness, expert or counsel for any party with respect to the Material Dispute and any related matters. The entire mediation process is confidential, and such conduct, statements, promises, offers, views and opinions shall not be discoverable, or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation. The Company shall pay the reasonable fees and related expenses of the facilitator or mediator.

(c) In the event, that by the end of the 30-day period described in Section 12.6(b), the Material Dispute is not settled pursuant to the procedures set forth in Section 12.6(b), either category of Directors may resort to binding arbitration for the purpose of settling the Material Dispute. The binding arbitration shall be conducted by a single neutral arbitrator in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA"). The arbitrator shall be selected by the parties and shall have at least five years experience in, arbitrating commercial disputes. If the parties are unable to agree on the selection of the arbitrator within 30 days of the date that notice of arbitration demand is given, the arbitrator shall be selected by the AAA in accordance with Section R-11 of the Rules. Any arbitration shall be conducted in accordance with the procedural and evidentiary rules of the Rules and shall be conducted in Oklahoma City, Oklahoma, or such other venue as the parties agree, and any judgment on the award rendered in such arbitration shall be entered in any state or federal court having jurisdiction. The prevailing party in any such arbitration proceeding as determined by the arbitrator shall be entitled to recover its reasonable attorneys' fees and costs. Nothing herein shall prohibit a party from seeking equitable relief in a court of law to maintain the status quo while an arbitration is pending hereunder. The parties agree that the arbitrator

shall give priority to the fulfillment by the Company of the Standards and Section 3.2(b) and shall not have the right to award punitive damages. No action or inaction by either category of Directors under any of the provisions of this Section 12.6 shall constitute any basis for granting or denying any relief sought by either category of Directors in any such arbitration.

(d) Notwithstanding the foregoing, in the event the Board of Directors should be deadlocked with respect to the approval of an annual capital budget or an annual operating budget, the Manager shall have the right, power and authority to make expenditures on behalf of the Company for budgeted items in amounts up to the following: (a) with respect to each item of operating expense other than takes and insurance, an amount equal to the amount set forth in the most recent annual operating budget that has received the Approval of the Board, increased by the percentage increase, if any, in the Consumer Price Index for the period beginning on the date upon which such most recent annual operating budget received the Approval of the Board and ending on the first day of the fiscal year in which such expenditure is, to be made; (b) with respect to each item relating to taxes and insurance, an amount equal to the amount of the actual expense incurred by the Company in respect of such item; and (c) with respect to each item of capital improvement or capital expenditure, an amount equal to the amount deemed reasonably necessary by the Manager to preserve the safety of the Hospital, its patients and other occupants, to avoid the suspension of any services provided by the Hospital or to preserve the accreditation of the Hospital and its services. Notwithstanding the foregoing, if any emergency involving Manifest danger to life or property exists with respect to which expenditures are necessary for the preservation or safety of the Hospital, for the safety of the patients and other occupants of the Hospital, or to avoid the suspension of any necessary service to the Hospital, such expenditures may be made by the Manager without the prior Approval of the Board. Nothing in this Section 12.6(d) shall authorize or empower the Manager to make an additional capital call in contravention of Section 42 or to obligate the Members to contribute additional capital to the Company.

XIII. TRANSFER OF RIGHTS AND ADDITIONAL MEMBERS.

13.1 Transfers by Members. Except as otherwise set forth in this Section 13.1, a Member may not sell, assign (by operation of law or otherwise), transfer, pledge or hypothecate all or any part of its interest in the Company (either directly or indirectly through the transfer of the power to control, or to direct or cause the direction of the management and policies of, such Member) without the Approval of the Board. If a Member receives the Approval of the Board, it may sell its interest in the Company if the following conditions are satisfied:

(a) The sale, transfer or assignment is with respect to one or more Units;

(b) The Member and its transferee execute, acknowledge and deliver to the Manager such instruments of transfer and assignment with respect to such transaction as are in form and substance satisfactory to the Manager;

(c) Unless waived in writing by the Manager, the Member delivers to the Manager an opinion of counsel satisfactory to the Manager covering such securities and tax laws and other aspects of the proposed transfer as the Manager may reasonably request;

- (d) The Member has furnished to the transferee a written statement showing the name and taxpayer identification number of the Company in such form and together with such other information as maybe required under Section 6050K of the Code and the Regulations thereunder; and
- (e) The Member pays the Company a transfer fee that is sufficient to pay all reasonable expenses of the Company (which shall include any and all expenses of the Manager) in connection with such transaction.

Notwithstanding the, foregoing restriction, the following shall not be deemed to violate the restrictions contained iii this Section 13.1;

- (w) transfers pursuant to Section 14.1;
- (x) the transfer by a Member to one of its Affiliates, including without limitation the DHCC Member's anticipated transfer of its Units to a DHCC Affiliate following the execution of this Agreement;
- (y) the transfer to any Person of the power to control, directly or indirectly, or to direct or cause, directly or indirectly, the direction of the management and policies of, Triad Parent or DHCC Parent, whether through the ownership of voting securities, by contract or otherwise; and
- (z) the pledge or hypothecation by a Member of its interest in the Company to a financial institution as collateral for loans or other indebtedness.

Any Member who thereafter sells, assigns or otherwise transfers all or any portion of its interest in the Company shall promptly notify the Manager of such transfer and shall furnish to the Manager the name and address of the transferee and such other information as may be required under Section 6050K of the Code and the Regulations thereunder.

13.2 Substituted Member. No Person taking or acquiring, by whatever means, the interest of any Member in the Company, except as provided in Section 13.1 hereof, shall be admitted as a Substituted Member without the Approval of the Board, which consent may be unreasonably withheld, and unless such Person:

- (a) Elects to become a Substituted Member by delivering notice of such election to the Company;
- (b) Executes, acknowledges and delivers to the Company such other instruments as the Manager may deem necessary or advisable to effect the admission of such Person as a Substituted Member, including, without limitation, the written acceptance and adoption by such Person of the provisions of this Agreement; and
- (c) Pays a transfer fee to the Company in an amount sufficient to cover all reasonable expenses connected with the admission of such Person as a Substituted Member.

13.3 Additional Member. The Company may not issue Units to any Person who will be a new Member without the Approval of the Board.

13.4 Basis Adjustment. Upon the transfer of all or part of an interest in the Company, the Manager may, in its reasonable discretion, cause the Company to elect, pursuant to Section 754 of the Code or the corresponding provisions of subsequent law, to adjust the basis of the Company properties as provided by Sections 734 and 743 of the Code.

13.5 Invalid Transfer. No transfer of an interest in the Company that is in violation of this Article XIII shall be valid or effective, and the Company shall not recognize any improper transfer for the purposes of making allocations, payments of profits, return of capital contributions or other distributions with respect to such Company interest; or part thereof. The Company may enforce the provisions of this Article XIII, either directly or indirectly or through its agents by entering an appropriate stop transfer order on its books or otherwise refusing to register or transfer or permit the registration or transfer on its books of any proposed transfers not in accordance with this Article XIII.

13.6 Distributions and Allocations in Respect of a Transferred Unit. If any Member sells, assigns or transfers any part of its interest in the Company during any accounting period in compliance with the provisions of this Article XIII, Company income, gain, deductions and losses attributable to such interest for the respective period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the applicable accounting period in accordance with Section 706(d) of the Code. All Company distributions on or before the effective date of such transfer shall be made to the transferor, and all such Company distributions thereafter shall be made to the transferee. Solely for purposes of making Company tax allocations and distributions, the Company shall recognize a transfer on the day following the day of transfer. Neither the Company nor the Manager shall incur any liability for making Company allocations and distributions in accordance with the provisions of this Section 13.6, whether or not the Manager or the Company has knowledge of any transfer of any interest in the Company or part thereof where the transferee is not admitted as a Substituted Member.

13.7 Additional Requirements of Admission to Company. The Manager shall not admit any Person as a Member if such admission would have the effect of causing the Company to be re-classified for federal income tax purposes as an association (taxable as a corporation under the Code), or which would violate any Medicare or other health care law, rule or regulation, or which would violate applicable exemptions from securities registration and securities disclosure provisions under federal and state securities laws.

13.8 Amendment to Exhibit B. The Manager shall amend Exhibit B attached to this Agreement from time to time to reflect the admission of any Substituted Members or Additional Members, or the termination of any Member's interest in the Company.

XIV. RIGHT TO LIQUIDATE OR PURCHASE COMPANY INTERESTS.

14.1 Right of First Refusal. If any Member (the "Selling Member") receives or obtains an offer from a third-party (the "Offeror") to acquire in any manner all or any part of its interest in the Company, including, without limitation, through an offer to acquire in any manner all or any part of the voting securities of such Member (collectively, the "Interest"), which offer the Member intends to accept, the Member shall promptly notify the other Members in writing of the

Offer received, including the name of the Offeror, the number of whole or partial Units or other securities offered to be purchased, the proposed purchase price and the other terms and conditions of the offer. Such notice shall include a copy of the offer which shall (i) be in writing; (ii) set forth with specificity all of the material terms and conditions of the offer; (iii) be made by a person that is financially capable of completing such offer; and (iv) be consummated no later than one hundred (120) days after the date on which such offer is received (the "Offer"). In addition to the Tag-Along Right as described below, the other Member(s) shall have the right (the "Right of First Refusal") for a period of sixty (60) days from the day it receives notice of such offer to purchase the Interest subject to the Offer on the same terms and conditions contained in the Offer, provided that for the purposes of this Agreement, any provisions in the Offer requiring payment of non-cash or non-promissory note consideration, any security therefore and any ancillary agreements shall be null, void and of no effect. The other Member(s) may exercise such Right of First Refusal by notifying the Selling Member prior to the end of the sixty (60) day period of its intent to exercise such right. If the other Member(s) fails to exercise the Right of First Refusal or indicates in writing that it will not exercise the Right of First Refusal within the period provided, or if the other Member(s) exercises the Right of First Refusal but fails to effect the purchase within the prescribed period, the Selling Member may, subject to Section 14.2 hereof, convey or dispose of the Interest, but only at the price, terms and conditions, and to the Offeror. If terms and conditions more favorable to the proposed purchaser than, or in any material manner different from, those offered to the other Member(s) should be agreed to by the Selling Member, the other Member(s) shall again have the right to purchase the Selling Member's interest in the Company which is subject to the more favorable or different purchase terms in accordance with this Section 14.1. The other Member(s) may assign the rights in this Section 14.1 to the Company, in which event the Member's interest may be liquidated (rather than purchased) by the Company. The Member(s) and the Company shall not be liable or accountable to any Selling Member which attempts to transfer its interest in the Company for any loss, damage, expense, cost or liability resulting from the Member's exercise or failure to exercise the Right of First Refusal under this Section 14.1, delay in notifying the Selling Member of its intention not to exercise the Right of First Refusal, or its enforcement of the requirements of this Section 14.1 in the event that it elects not to exercise the Right of First Refusal. A Member's failure to exercise the Right of First Refusal or to indicate in writing that it is electing not to exercise the Right of First Refusal shall not be deemed a consent of the Member to allow any third party transferee to become a Substituted Member, such consent being controlled by the provisions of Section 13.2 hereof.

14.2 Tag-Along Rights. If at any time a Selling Member which holds a Sharing Percentage greater than fifty percent (50%) gives the notice required by Section 14.1 hereof in connection with an offer to acquire in any manner all or any part of such Selling Member's interest, in the Company, and the other Member(s) does not exercise its Right of First Refusal (or assign such right to the Company) with respect to such offer, the non-Selling Member shall have (in addition to its Right of First Refusal under Section 14.1 hereof) the right (the "Tag-Along Right") to require, as a condition to any sale or disposition to the Offeror, that the Offeror purchase from the non-Selling Member, at the same price and on the same terms and conditions as specified in the notice given pursuant to Section 14.1 hereof, the number of Units owned by the non-Selling Member multiplied by a fraction, the numerator of which is the number of Units proposed to be sold by the Selling Member and the denominator of which is the total number of Units owned by the Selling Member. Such non-Selling Member shall have the Tag-Along Right for a period of

sixty (60) days from the day it receives the notice required by Section 14.1 hereof, and in the event that a Member shall elect to exercise such Tag-Along Right, such Member shall communicate such election in writing to the Selling Member within such time period.

14.3 Option Based on Sharing Percentage. Each Member shall have the right to, acquire the other Member's interest pursuant to the terms of the Option to Purchase (Call) attached hereto as Exhibit F.

14.4 DHCC Member Put Option Upon Triad Parent Change in Control.

(a) In the event, that Triad Parent undergoes a Change in Control (as defined in Section 14 4(b)), the DHCC Member shall have the option to sell to Triad Member, and Triad Member shall have the obligation to purchase, all, but not less than all, of the Units held by DHCC Member in exchange for payment in cash of a purchase price equal to the Appraised Value of the Units; provided, however, that the purchase price for such Units during the first two (2) years following the date hereof shall not be less than the price determined by the Asset Valuation (\$10,000 per Unit) as defined in the Contribution Agreement. Triad Member shall give the Company and DHCC Member written notice of the Change in Control (the "Change in Control Notice) as soon as practicable, but in no event later than thirty (30) days after the event constituting the Change in Control has occurred. Triad Member's failure to give the Change in Control Notice shall not affect DHCC Member's rights granted herein.

(b) For purposes of the Agreement, a "Change in Control" means any of the following: (i) a merger or consolidation of Triad Parent into or with, or any transfer or conveyance of Triad Parent securities to, any other Person or Persons who are not Affiliates of Triad Parent in a single transaction or a series of related transactions, in which the stockholders of Triad Parent immediately prior to such transaction or first of such series of transactions, directly or indirectly, possess less than fifty percent (50%) of the voting power of Triad Parent's or any successor entity's issued and outstanding capital stock immediately after such transaction or series of such transactions; (ii) a single transaction or series of related transactions pursuant to which a Person or Persons who are not Affiliates of Triad Parent acquire all or substantially all of Triad Parent's assets, determined on a consolidated basis; or (iii) the approval by the holders of capital stock of Triad Parent of any plan or proposal for the liquidation or dissolution of Triad Parent.

(c) DHCC Member shall have sixty (60) days after its receipt of the Change in Control Notice to give written notice to Triad Member and the Company of its election to exercise the option to sell all, but not less than all, of its Units to Triad Member (the "Election Notice") If DHCC Member fails to give an Election Notice within the applicable sixty (60) day time limit, the option to sell shall lapse. The closing of the purchase and sale of DHCC Member's Units to Triad Member shall be held at a mutually acceptable place on a mutually acceptable date not more than one hundred twenty (120) days after the date on which the Election Notice is received by Triad Member. Triad Member shall make payment to DHCC Member for the Units being purchased by delivering immediately available funds to an account designated by DHCC Member in the full amount of the purchase price applicable to the Units. DHCC Member shall transfer to Triad Member all, but not less than all, of the Units being sold, free and clear of all claims, liabilities, options, pledges or other encumbrances of any kind (other than those arising under the Agreement and applicable law).

14.5 Appraised Value.

(a) The Appraised Value of the Units shall be the product determined by multiplying (i) the Appraised Fair Market Value of the Company (hereinafter defined), times (ii) DHCC Member's Sharing Percentage. For purposes of this Agreement, the term "Appraised Fair Market Value of the Company" shall mean the fair market value of the Company, as determined below.

(b) Triad Member and DHCC Member shall negotiate in good faith with one another following the Election Notice to determine the Appraised Fair Market Value of the Company, Triad Member and DHCC Member agree to use their best efforts to negotiate an agreed upon Appraised Fair Market Value of the Company. If Triad Member and DHCC Member reach an agreement as to the Appraised Fair Market Value of the Company, then the Appraised Fair Market Value of the Company shall be the amount determined by Triad, Member and DHCC Member.

(c) If Triad Member and DHCC Member are unable to agree upon the Appraised Fair Market Value of a Company within thirty (30) days following the date Triad Member receives an Election Notice, then either party may notify the other party that it is initiating the Appraisal Process, described below (or such other appraisal process upon which the parties may mutually agree in writing within ten (10) days of the date on which either party has initiated the appraisal process (the "Alternate Appraisal Process")). If either Triad Member or DHCC Member shall have initiated the Appraisal Process (and the parties shall not have agreed in writing to an Alternate Appraisal Process within ten (10) days), then Triad Member and DHCC Member shall each engage a Qualified Appraiser (collectively, the "Initial Appraisers", and individually, an "Initial Appraiser") within twenty (20) days after the date upon which the party received notice that the other party's intent to initiate the Appraisal Process (the "Initiation Date). Triad Member and DHCC Member also shall engage jointly one additional Qualified Appraiser that is mutually acceptable to the parties (the "Third Appraiser", the Initial Appraisers and the Third Appraiser are referred to collectively as the "Appraisers"). If the parties cannot agree upon the identity of the Third Appraiser within twenty (20) days after the Initiation Date, the parties shall direct the Initial Appraisers to select and engage the Third Appraiser on behalf of the parties. Each of Triad Member and DHCC Member shall pay the fees and expenses of its respective Appraiser, and the fees and expenses of the Third Appraiser shall be shared equally by Triad Member and DHCC Member. For purposes of the Agreement, the term "Qualified Appraiser" shall mean an independent, third party, nationally recognized investment bank or MAI-certified appraiser who (i) is experienced in the valuation of health care entities comparable to the Company and (ii) has, within the twenty-four (24) month period preceding the date of the Election Notice, delivered appraisals and/or fairness opinions, on a going concern basis, in connection with at least three (3) other transactions involving the sales of hospitals. The Appraisers so selected shall each then conduct an appraisal to determine the Appraised Fair Market Value of the Company (i) on a going concern basis, (ii) using valuation techniques then customary and accepted in the industry, (iii) using performance information respecting the Facilities that is acceptable to Triad Member and DHCC Member and that has been supplied to each of the Appraisers, (iv) viewing the enterprise of the Company as a whole, (v) taking into account the future prospects of the Facilities, and (vi) assuming that the Company were to be sold on a stand-alone basis (and not as a part of a portfolio sale). Each Appraiser's determination of the Appraised Fair Market Value of the Company (individually, a "Valuation" and collectively, the "Valuations") shall be

expressed as a single value rather than a range of values, Each party shall cause the Initial Appraiser engaged by it to submit such Initial Appraiser's sealed Valuation to the other party within sixty (60) days of the Initiation Date, and both parties shall use their reasonable best efforts to cause the Third Appraiser to submit its sealed Valuation to both parties within such period. Once Triad Member and DHCC Member have received from all three Appraisers their respective Valuations, the Appraised Fair Market Value of the Company shall be determined based upon the Valuations as follows:

- (i) if the three Valuations are within five percent (5%) of another (i.e., if each of the highest Valuation and the middle Valuation is no greater than 1.05 times the lowest Valuation), the Appraised Fair Market Value of the Company shall be the average of all three Valuations;
- (ii) if subsection (i) above is inapplicable and two Valuations are within five percent (5%) of one another (i.e., if the higher of such two Valuations is no greater than 1.05 times the lower of such two Valuations), the Appraised Fair Market Value of the Company shall be the average of such two Valuations;
- (iii) if subsections (i) and (ii) above are inapplicable and the three Valuations are within ten percent (10%) of one another (i.e., if each of the highest Valuation and the middle Valuation is no greater than 1.10 times the lowest Valuation); the Appraised Fair Market Value of the Company shall be the average of all three Valuations;
- (iv) if subsections (i) through (iii) above are inapplicable and two Valuations are within ten percent (10%) of one another if the higher of such two Valuations is no greater than 1.10 times the lower of such two Valuations), the Appraised Fair Market Value of the Company shall be the average of such two Valuations;
- (v) if subsections (i) through (iv) above are inapplicable and the three Valuation are within twenty percent (20%) of one another (i.e., if each of the highest Valuation and the middle Valuation is no greater than 1.20 times the lowest Valuation), the Appraised Fair Market Value of the Company shall be the average of all three Valuations;
- (vi) if subsections (i) through (v) above are inapplicable and two Valuations are within twenty percent (20%) of one another (i.e., if the higher of such two Valuations is no greater than 1.20 times the lower of such two Valuations), the Appraised Fair Market Value of the Company shall be the average of such two Valuations; and
- (vii) if subsections (i) through (vi) above are inapplicable, the Appraised Fair Market Value of the Company shall be the average of all three Valuations.

V. DISSOLUTION.

15.1 Causes. Each Member expressly waives any right which it might otherwise have to dissolve the Company except as set forth in this Article XV. The Company shall be dissolved upon the first to occur of the following:

- (a) The Approval by the Members of an instrument dissolving the Company,

(b) The dissolution of the Company by judicial decree;

(c) The Approval of the Board of the dissolution of the Company after having determined that a rule, ordinance, regulation, statute or government pronouncement has or may be enacted that would make any material aspect of this Agreement or the activities conducted by the Company unlawful or eliminate or substantially reduce, either directly or indirectly, the benefits that would accrue to the Members with respect to continuing the Company's business operations; provided, however, that the Members agree to first use their best efforts to restructure the Company in such a manner that Will avoid the unlawful or adverse effect and, to the extent practicable, will preserve the existing financial and business relationships among them;

(d) The failure of the Company to satisfy the Standards as set forth in Section 3.2; or

(e) The termination or non-renewal of the Management Agreement.

Nothing contained in this section 15.1 is intended to grant to any Member the right to dissolve the Company at will (by retirement, resignation, withdrawal or otherwise), or to exonerate any Member from liability to the Company and the remaining Members if it dissolves the Company at will. Any dissolution at will of the Company shall be in contravention of this Agreement for purposes of the Act. Dissolution of the Company under Section 15.1(c) shall not constitute a dissolution at will.

XVI WINDING UP ANT) TERMINATION.

16.1 General. If the Company is dissolved and is not reconstituted, the Manager (or the event that the Manager has withdrawn as Manager, a Liquidator or liquidating committee, selected by those Members who own at least eighty percent (80%) of the aggregate Members' Sharing Percentages) shall commence to wind up the affairs of the Company and to liquidate and sell the Company's assets. The party or parties actually conducting such liquidation in accordance with the foregoing sentence, whether the Manager, a liquidator or a liquidating committee, is herein referred to as the "Liquidator." The Liquidator (if other than the Manager) shall have sufficient business expertise and competence to conduct the winding up and termination of the Company and, in the course thereof, to cause the Company to perform any contracts which the Company has or thereafter enters into. The Liquidator shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Company property under such liquidation, having due regard far the activity and condition of the relevant market and general financial and economic conditions. The Liquidator (if other than the Manager) appointed as provided herein shall be entitled to receive such reasonable compensation for its services as shall be agreed upon by the Liquidator and those Members who own at least eighty percent (80%) of the aggregate Members' Sharing Percentages. If the Manager serves as the Liquidator, the Manager shall not be entitled to receive any fee for carrying out the duties of the Liquidator. The Liquidator (if other than the Manager) may resign at anytime by giving fifteen (15) days prior written notice and may be removed at any time, with or without cause, by written notice of Members who own at least eighty percent (80%) of the aggregate Members' Sharing Percentages. Upon the death, dissolution, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all the rights, powers and duties of the original Liquidator) will, within thirty (30) days thereafter, be appointed by those Members who

own at least eighty percent (80%) of the aggregate Members' Sharing Percentages, evidenced by written appointment and acceptance. The right to appoint a successor or substitute Liquidator in the manner provided herein shall be recurring, and continuing for so long as the functions and services of the Liquidator are authorized to continue under the provisions hereof, and every reference herein to the Liquidator will be deemed to refer also to any such successor or substitute Liquidator appointed in the manner herein provided. The Liquidator shall have and may exercise, without further authorization or consent of any of the parties hereto or their legal representatives or successors in interest, all of the powers conferred upon the Manager under the terms of this Agreement to the extent necessary or desirable in the good faith judgment of the Liquidator to perform its duties and, functions. The Liquidator (if other than the Manager) shall not be liable to the Members except to the extent provided in the Act and shall, while acting in such capacity on behalf of the Company, be entitled to the indemnification rights set forth in Section 17.1 hereof.

16.2 Court Appointment of Liquidator. If the Manager does not serve as the Liquidator and, within ninety (90) days, following the date of dissolution or other time provided in Section 16.1 hereof, a Liquidator or successor Liquidator has not been appointed in the manner provided therein, any interested party shall have the right to make application to any United States Federal District Judge (in his individual and not judicial capacity) for the Western District of Oklahoma for appointment of a Liquidator or successor Liquidator, and the Judge, acting as an individual and not in his judicial capacity, shall be fully authorized and empowered to appoint and designate a Liquidator or successor Liquidator who shall have all the powers, duties, rights and authority of the Liquidator herein provided.

16.3 Liquidation. The Liquidator shall give all notices to creditors of the Company and shall make all publications required by the Act. In the course of winding up and terminating the business and affairs of the Company, the assets of the Company (other than cash) shall be sold or distributed in kind to the Members, in the reasonable discretion of the Liquidator, its liabilities and obligations to creditors, including any Members who made loans to the Company as provided in Section 4.5 hereof, and all expenses incurred in its liquidation shall be paid, and all resulting items of Company income, gain, loss or deduction shall be credited or charged to the Capital Accounts of the Members in accordance with Article V hereof. The fair market value of any assets of the Company distributed in kind to the Members shall be determined by an independent appraiser chosen by the Board of Directors. Any distribution in kind need not be made on a pro rata basis so long as the value of the assets and cash (if any) distributed to each Member is in compliance with this Article. All Company assets (except to the extent reserves have been established pursuant to Section 16.4 hereof) shall be distributed among all Members having positive Capital Account balances (as determined after giving effect to all adjustments attributable to allocations of items of profit and loss realized by the Company during the Fiscal Year in question (including items of profit and loss realized on the liquidation) and all adjustments attributable to contributions and distributions of money and property effected prior to such distribution), pro rata in accordance with such positive Capital Account balances. This distribution shall be made no later than the end of the fiscal year during which the Company is liquidated (or, if later, ninety (90) days after the date on which the Company is liquidated). Upon the completion of the liquidation of the Company and the distribution of all the Company assets, the Company shall terminate and the Liquidator shall have the authority to execute and record all documents required to effectuate the dissolution and termination of the Company. In

the discretion of the Liquidator, a pro rata portion of the distributions that would otherwise be made to the Members may instead be distributed to a trust established for the benefit of the Members for the purposes of liquidating Company property, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the, Company. The assets of any such trust shall be distributed to the Members from time to time, in the reasonable discretion of the Liquidator, in the same proportions as the amount distributed to such, trust by the Company would otherwise have been, distributed to the Members pursuant to this Agreement.

16.4 Creation of Reserves. After making payment or provision for payment of all debts and liabilities of the Company and all expenses of liquidation, the Liquidator may set up such cash reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company.

16.5 Final Statement. Within a reasonable, time following the completion of the liquidation, the Liquidator shall supply to each of the Members a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation; each Member's pro rata portion of distributions under Section 16,3 hereof, and the amount retained as reserves by the Liquidator under Section hereof.

XVII. MISCELLANEOUS.

17.1 Standard of Care of Board of Directors; Indemnification.

(a) The members of the Board of Directors (the "Board Representatives") shall not be liable, responsible or accountable in damages to any Member or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith and in a manner reasonably believed by them to be in the best interests of the Company and, in the case of a criminal proceeding, had no reasonable cause to believe that the conduct was unlawful.

(b) To the fullest extent permitted by the Act, the Company shall indemnify each Board Representative against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by the Board Representative in connection with defending any threatened, pending or completed action; suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which the Board Representative is, or is threatened to be made, a party because they are or were a Board Representative, provided that (i) the Board Representative acted in good faith and in a manner reasonably believed by the Board Representative to be in the best interest of the Company; (ii) in the case of a criminal proceeding, the Board Representative had no reasonable cause to believe the conduct was unlawful; (iii) in connection with a proceeding brought by or in the right of the Company, the Board Representative was not adjudged liable to the Company, and (iv) the Board Representative was not adjudged liable in a proceeding charging improper personal benefit.

(c) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a Board

Representative who is a party to a proceeding in advance of final disposition of such proceeding if (i) the Board Representative furnishes the Company a written affirmation of its, his or her good faith belief that it, he or she has met the standard of conduct described in Section 17.1(b) hereof; (ii) the Board Representative furnishes the Company a written undertaking, executed personally or on the Board Representatives behalf, to repay the advance if it is ultimately determined that the Board Representative did not meet the standard of conduct and the Board reasonably believes such Board Representative would have the ability to repay such advance, and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of Section 17.1(b) hereof.

(d) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 17.1 shall not be deemed exclusive of any other rights to which these seeking indemnification or advancement may be entitled under any agreement, action of Members or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to an entity or person who has ceased to be a Board Representative, and shall inure to the benefit of the successors, assigns, heirs, executors and administrators of such an entity or person.

(e) Any repeal or modification of this Section 17.1 by the Members shall not adversely affect any right or protection of the Board Representatives under this Section 17.1 with respect to any act or omission occurring prior, to the time of such repeal or modification.

17.2 Notices. All notices given pursuant to this Agreement shall be in writing and shall be deemed effective when personally delivered or when placed in the United States mail, registered or certified with return receipt requested, or when sent by prepaid telegram or facsimile followed by confirmatory letter. For purposes of notice, the addresses of the Members shall be as stated under their names on the attached Exhibit B; provided, however, that each Member shall have the right to change its address with notice hereunder to any other location by the giving of thirty (30) days notice to the Manager in the manner set forth above.

17.3 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive federal laws of the United States and the laws of the State of Delaware; provided, however, that the conflicts of law principles of the State of Delaware shall not apply to the extent that they would operate to apply the laws Of another state.

17.4 Waiver of Trial by Jury. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR, IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FORM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

17.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Members, and their respective heirs, legal representatives, successors and permitted assigns; provided, however, that nothing contained herein shall negate or diminish the restrictions set forth in Articles XIII or XIV hereof.

17.6 Construction. Every Covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not, strictly for or against any Member. The failure by any party to specifically enforce any term or provision hereof or any rights of such party hereunder shall not be construed as the waiver by that party of its rights hereunder. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

17.7 Time. Time is of the essence with respect to this Agreement.

17.8 Waiver of Partition. Notwithstanding any statute or principle of law to the contrary, each Member hereby Agrees that, during the term of the Company, it shall have no right (and hereby waives any right that it might otherwise have had) to cause any Company property to be partitioned and/or distributed in kind.

17.9 Entire Agreement. This Agreement contains the entire agreement among the Members relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated.

17.10 Amendments. Except as otherwise expressly provided in this Section 18.10, amendments or modifications may be made to this Agreement only by setting forth such amendments or modifications in each document Approved by the Members, and any alleged amendment or modification herein which is not so documented and approved shall not be effective as to any Member; provided, however, that Sections 3.1, 3.2, 3.4, 3.5, 4.2, 6.1, 8.3, 10.1, 10.2, 12.1, 12.5, 12.6, 14.2 and 15.1 shall not be amended without the consent of the DHCC Members. The Manager may, without the approvals set forth in this Section 17.10, amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required connection therewith to reflect:

(a) a change in the location of the principal place of business of the Company not inconsistent with the provisions of Section 2.3, or a change in the registered office or the registered agent of the Company;

(b) admission of a Member into the Company or termination of any Member's interest in the Company in accordance with this Agreement;

(c) qualification of the Company as a limited liability company under the laws of any state or that is necessary or advisable in the opinion of the Manager to ensure that the Company will not be treated as an association taxable as a corporation for federal income tax purposes, provided, in either case, such action shall not adversely affect any Member, or

(d) a change that is required or contemplated by this Agreement;

However, no amendment or modification which disproportionately affect the interest of any Member in the governance, capital, Profits or Losses of; or distributions or allocations with respect to, the Company shall be effective as to any Member unless the same has been set forth in a document duly executed by such Member.

17.11 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Members as expressed herein, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

17.12 Gender and Number. Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender and vice versa,

17.13 Exhibits. Each Exhibit to this Agreement is incorporated herein for all purposes.

17.14 Additional Documents. Each Member, upon the request of the Manager, agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

17.15 Headings. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any section.

17.16 Counterpart. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute but one document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Members have entered into this Agreement as of the date first written above.

DEACONESS HEALTH CARE CORPORATION

By: /s/ Eric L. Baird

Name: Eric L. Baird

Title: Chairman

DEACONESS HOLDINGS, LLC

By: /s/ James B. Shannon

Name: James B. Shannon

Title: Vice President

EXHIBIT A
TO
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
DEACONESS HOSPITAL HOLDINGS, LLC

Allocations of Profit and Loss
and Other Tax Matters

ARTICLE 1

Section 1.1 Definitions. The following definitions shall be applicable in this Exhibit A and as used in the Agreement:

(a) Adjusted Capital Account Deficit.

“Adjusted Capital Account Deficit” shall mean with respect to any Member, the deficit balance, if any, in such Member’s Section 704 Capital Account as of the end of any relevant fiscal year, after giving effect to the following adjustments:

(i) credit to such Section 704 Capital Account any amount that such Member is obligated to restore to the Company under Section 1.704-1(b)(2)(ii)(c) of the Regulations, as any addition thereto pursuant to the next to last sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations;

(ii) debit to such Section 704 Capital Account the items described in Sections 1.(b)(2)(ii)(d)(4), (5) and (6) of the Regulations:

This definition is intended to comply with the provisions of Sections 1.704-1(b)(2)(ii)(d) and 1.704-2 of the Regulations and shall be interpreted consistently with those provisions

(b) Adjusted Net Income or Loss.

“Adjusted Net Income Or Loss” for any fiscal year (or portion thereof) shall mean the excess (or deficit) of (x) the Gross Income for such period (not including Gross Income (if any) allocated during such period pursuant to Sections 3.1(a), 3.1(b) and 3.1(c) and Section 3.4 hereof) over (y) the Deductible Expenses for such period (not including Deductible Expenses (if any) allocated during such period pursuant to Sections 3.1(d) and 3.1(e) hereof) with the following modifications:

(i) Any item of Company profit that is exempt from federal income tax and not otherwise taken into account in computing Adjusted Net Income Or Loss pursuant to this Section 1.1(b) shall be treated as additional Gross Income and, if not otherwise allocated pursuant to Section

3.1(a), 3.1(b) or 3.1(c) hereof, added to the amount otherwise calculated as Adjusted Net Income Or Loss under Section 1.1(b); and

(ii) Any Company expenditure that is described in Section 705(a)(2)(B) of the Code (relating to Company expenditures that are not deductible for federal income tax purposes in computing taxable income and not properly chargeable to capital), or treated as so described pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations, and not otherwise taken into account in computing Adjusted Net Income Or Loss pursuant to this Section 1.1(b) shall be treated as an additional Deductible Expense and, if not otherwise allocated pursuant to Section 3.1(d) or 3.1(e) hereof; subtracted from the amount Otherwise calculated as Adjusted Net Income Or Loss under this Section 1.1(b),

(c) Agreed Value.

“Agreed Value” of any property contributed to the capital of the Company shall mean the fair Market value of such property at the time of contribution determined without regard to the amount of liabilities to which such property is subject (as agreed to in writing by the Members without regard to Section 7701(g) of the Code),

(d) Book Basis.

The initial “Book Basis” of any Company property shall be equal to the Company’s initial adjusted tax basis in such property; provided, however, that the initial “Book Basis” of any Company property contributed to the capital of the Company shall be equal to the Agreed Value of such property. Effective immediately after giving effect to the allocations of profit and loss, as computed for book purposes, for each Fiscal Year under Section 3.1 hereof, the Book Basis of each Company property shall be adjusted downward by the amount of Book Depreciation allowable to the Company for such Fiscal Year with respect to such property. In addition, effective immediately prior to any Revaluation Event, the Book Basis of each Company property shall be further adjusted upward or downward, as necessary, so as to equal the fair market value of such property at the time of such Revaluation Event (as agreed to in writing by the Members taking Section 7701(g) of the Code into account (i.e., such value shall not be agreed to be less than the amount of Nonrecourse Liabilities to which such property is subject)).

(e) Book Depreciation.

The amount of “Book Depreciation” allowable to the Company for any Fiscal Year with respect to any Company property shall be equal to the product of (1) the amount of Tax Depreciation allowable to the Company, for such year with respect to such property, multiplied by (2) a fraction, the numerator of which is the property’s Book Basis as of the beginning of such year (or the date of acquisition if the Property is acquired during such year) and the denominator of which is the property’s adjusted tax basis as of the beginning of such` year (or the date of acquisition if the property is acquired during such year). If the denominator of the fraction described in clause (2) above is equal to zero, the amount of “Book Depreciation” allowable to the Company for any Fiscal Year with respect to the Company property in question shall be determined under any reasonable method selected by the Manager.

(f) Book Gain Or Loss.

“Book Gain Or Loss” realized by the Company in connection with the disposition of any Company property shall mean the excess (or deficit) of (1) the amount realized by the Company in connection with such disposition (as determined under Section 1001 of the Code) over (2) the Book Basis of such property at the time of the disposition.

(g) Book/Tax Disparity Property.

“Book/Tax Disparity Property” shall mean any Company property that has a Book Basis which is different from its adjusted tax basis to the Company. Thus, any property that is contributed to the capital of the Company by a Member shall be a “Book/Tax Disparity Property” if its Agreed Value is not equal to the Company’s initial tax basis in the property. In addition, once the Book Basis of a Company property is adjusted in connection with a Revaluation Event to an amount other than its adjusted tax basis to the Company, the property shall thereafter be a “Book/Tax Disparity Property.”

(h) Capital Transaction.

“Capital Transaction” shall mean (1) any transaction pursuant to which the Company borrows funds, all or part; of the Company’s properties are sold, condemned, exchanged, abandoned or otherwise disposed of, insurance proceeds or other damages are recovered by the Company or (2) any other transaction which, in accordance with generally accepted accounting principles; is considered capital in nature (including, without limitation, any transaction that is entered into in connection with, or results in, the Liquidation of the Company).

(i) Company Minimum Gain.

“Company Minimum Gain” shall mean the amount of Company “minimum gain” that is computed strictly in accordance with the principles of Section 1304-2(d)(1) of the Regulations, A Member’s share of such “Company Minimum Gain” shall be calculated in accordance with the provisions of Section 1.704-1(g) of the Regulations.

(j) Deductible Expenses.

“Deductible Expenses” for any Fiscal Year (or portion thereof) shall mean all items, as calculated for book purposes, which are allowable as deductions to the Company for such period under Federal income tax accounting principles (including Book Depreciation, but excluding any expense or deduction attributable to a Capital Transaction).

(k) Economic Risk Of Loss.

“Economic Risk Of Loss” borne by any Member for any Company liability shall mean the aggregate amount of economic risk of loss that such Member and all Related Persons to such Member are treated as bearing with respect to such liability pursuant to Section 1.752-2 of the Regulations.

(1) Gross Income.

“Gross Income” for any Fiscal Year (or portion thereof) shall mean the gross income derived by the Company from all sources (other than from capital contributions and loans to the Company and other than from a Capital Transaction) during such period, as calculated for book purposes in accordance with Federal income tax accounting principles.

(m) Liquidation.

“Liquidation” of a Member’s Units or other interest in, the Company shall mean and be deemed to occur upon the earlier of (1) the date upon which the Company is terminated under Section 708(b)(1) of the Code, (2) the date upon which the Company ceases to be a going concern (even though it may continue in existence for the limited purpose of winding up its affairs, paying its debts and distributing any remaining Company properties to the Members) or (3) the date upon which there is a liquidation of the Member’s Units or other interest in the Company (but the Company is not terminated) under Section 1.761-1(d) of the Regulations. “Liquidation” of the Company shall mean and be deemed to occur upon the earlier of (a) the date upon which the Company is terminated under Section 708(b)(1) of the Code or (b) the date upon which the Company ceases to be a going concern (even though it may continue in existence for the limited purpose of winding up its affairs, paying its debts and distributing any remaining Company properties to the Members).

(n) Member Nonrecourse Debt Minimum Gain.

“Member Nonrecourse Debt Minimum Gain” shall mean an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result, if such Member Nonrecourse Debt were treated as , Nonrecourse Liability, determined in accordance with Section 1.704-2(i) of the Regulations.

(o) Member Nonrecourse Debt.

“Member Nonrecourse Debt” shall mean any Company liability that is treated as a “partner nonrecourse debt” under Section 1.704-2(b)(4) of the Regulations.

(p) Member Nonrecourse Deductions.

“Member Nonrecourse Deductions” shall mean any and all items of Book Depreciation and other Deductible Expenses that are treated as “partner nonrecourse deductions” under Section 1.704-20 of the Regulations

(q) Nonrecourse Deductions.

“Nonrecourse Deductions” shall mean any and all items of Book Depreciation and other Deductible Expenses that are treated as “nonrecourse deductions” under Section 1.704-2(c) of the Regulations.

(r) Nonrecourse Liability.

“Nonrecourse” Liability” shall mean any Company liability treated as a “nonrecourse liability” under Section 1.704-2(b)(3) of the Regulations. Subject to the foregoing sentence, “Nonrecourse

Liability” shall mean any Company liability (or portion thereof) for which no Member bears the Economic Risk Of Loss.

(s) Recourse Debt.

“Recourse Debt” shall mean any Company liability (or portion thereof) that is neither a Nonrecourse Liability nor a Member Nonrecourse Debt.

(t) Related Person.

“Related Person” shall mean, as to any Member, any person who is related to such Member (within the meaning of Section 1.752-4(b) of the Regulations).

(u) Revaluation Event.

“Revaluation Event” shall mean any of the following occurrences: (1) the contribution of money or other property (other than a de minimis amount) by a new or existing Member to the capital of the Company as consideration for the issuance of additional Units or other interest in the Company; (2) the distribution of money or other property (other than a de minimis amount) by the Company to a retiring or continuing Member as consideration for Units or other interest in the Company; or (3) the termination of the Company for federal income tax purposes under Section 708(b)(1)(B) of the Code; provided, however, under no circumstances shall the issuance of Units pursuant to Section 13.3 of the Agreement constitute a Revaluation Event; and provided further, that the occurrence of an event described in clause (1) or (2) above shall not constitute Revaluation Event if the Board of Directors reasonably determines that it is not necessary to adjust the Book Bases of the Company’s assets or the Members’ Capital Accounts in connection with the occurrence of any such event.

(v) Section 704 Capital Account.

“Section 704 Capital Account” shall have the meaning assigned to such term in Article 2 of this Exhibit A.

(w) Tax Depreciation.

“Tax Depreciation” for any Fiscal Year shall mean the amount of depreciation, cost recovery or other amortization deductions allowable to the Company for Federal income tax purposes for such year.

(x) Tax Items.

“Tax Items” shall mean, with respect to any property, all items of profit and less (including Tax Depreciation) recognized by or allowable to the Company with respect to such property, as computed for Federal income tax purposes.

(y) Unrealized Book Gain Or Loss.

“Unrealized Book Gain Or Loss” with respect to any Company property shall mean the excess (or deficit) of (1) the fair market value of such property (as agreed to in writing by the Members taking Section 7701(g) of the Code into account (i.e., such value shall not be agreed to be less than the amount of Nonrecourse Liabilities to which such property is subject)), over (2) the Book Basis of each property.

ARTICLE 2

SECTION 704 CAPITAL ACCOUNTS

A “Section 704 Capital Account” (herein so called) shall be determined and maintained for each Member throughout the full term of the Agreement in accordance with Article IV of the Agreement.

ARTICLE 3

ALLOCATIONS OF PROFIT D LOSS

Section 3.1 Allocation of Book Items.

Subject to the provisions of Sections 3.3 and 3.4 of this Exhibit A, all items of profit and loss realized by the Company during each fiscal year shall be allocated among the Members (after giving effect to all adjustments attributable to all contributions and distributions of money and property effected during such year) in the manner prescribed in this Section 3.1.

(a) Pursuant to Section 1.704-2(f) of the Regulations (relating to minimum gain chargebacks), if there is a net decrease in Company Minimum Gain for such year (or if there was a net decrease in Company Minimum Gain for a prior fiscal year and the Company did not have sufficient amounts of Gross Income and Book Gain during prior years to allocate among the Members under this Section 3.1(a)), then items of Gross Income and Book Gain shall be allocated, before any other allocation is made pursuant to the succeeding provisions of this Section 3.1 for such year, to each Member in an amount equal to such Member’s share of the net decrease in such Company Minimum Gain.

(b) Pursuant to Section 1.704-2(i)(4) of the Regulations (relating to minimum gain chargebacks), if there is a net decrease in Member Nonrecourse Debt Minimum Gain with respect to a Member Nonrecourse Debt for such year (or if there was a net decrease in such Member Nonrecourse Debt Minimum Gain for a prior fiscal year and the Company did not have sufficient amounts of Gross’ Income and Book Gain during prior years to allocate among the Members under this Section 3.1(b)), then items of Gross Income and nook Gain shall be allocated, before any other allocation is made pursuant to the succeeding provisions of this Section 3.1 for such year, to each Member with a share of such Member Nonrecourse Debt Minimum Gain as of the first day of such year in an amount equal to` such Member’s share of the net decrease in such Member Nonrecourse Debt Minimum Gain.

(c) Pursuant to Section 1.704-1(b)(2)(ii)(d) of the Regulations (relating to “qualified income offsets”), if a transaction described in Section 1.704(b)(2)(ii)(d) (4), (5) and (6) of the Regulations occurs unexpectedly, items of Company income and gain shall be allocated, before any other

allocation is made pursuant to the succeeding provisions of this Section 3.1 for such year, among each Member with an Adjusted Capital Account Deficit in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 3.1(c) shall be made only if, and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 3 have been tentatively made as if this Section 3.1(c) were not in this Exhibit A.

(d) All Member Nonrecourse Deductions, attributable to a Member Nonrecourse Debt shall be allocated among the Members bearing the Economic Risk Of Loss for such debt; provided, however, that if more than one Member bears the Economic Risk Of Loss for such debt, the Member Nonrecourse Deductions attributable to such debt shall be allocated to and among such Members, pro rata in the same proportion that their Economic Risks Of Loss bear to one another.

(e) All Nonrecourse Deductions shall be allocated among the Members, pro rata in accordance with their respective Sharing Percentages.

(f) Any Adjusted Net Income realized by the Company for such year and, except as provided in Section 3.1(h) hereof, any Book Gain derived from a Capital Transaction occurring during such year and not allocated pursuant to Sections 3.1(a), 3.1(b), 3.1(c), 3.1(d), and 3.1(e) and Section 3.4 hereof, shall be allocated among the Members, as necessary, so as to cause the balances in their respective Section 704 Capital Accounts to be in the same ratio to one another as are their Sharing Percentages, with all remaining amounts of Adjusted Net Income and Book Loss to be allocated to the Members, pro rata in accordance with their respective Sharing Percentages.

(g) Any Adjusted Net Loss realized by the Company for such year and, except as provided in Section 3.1(h) hereof, any Book Loss derived from a Capital Transaction occurring during such year and not allocated pursuant to Sections 3.1(a), 3.1(b), 3.1(c), 3.1(d), and 3.1(e) and Section 3.4 hereof shall be allocated among the Members, as necessary, so as to cause the balances in their respective Section 704 Capital Accounts to be in the same ratio to one another as are their Sharing Percentages, with all remaining amounts of Adjusted Net Loss and Book Loss to be allocated to the Members pro rata in accordance with their respective Sharing Percentages.

(h) Book Gain Or Loss derived from a Capital Transaction that is entered into in connection with, or results in, the Liquidation of the Company shall be allocated among the Members as follows in the following order of priority (after giving effect to all adjustments attributable to allocations of items of Company profit and loss made pursuant to the preceding provisions of this Section 3.1 and Section 3.4 for such year and after giving effect to all adjustments attributable to contributions and distributions of money and property effected prior to such determination).

(i) Book Gain remaining after the allocations provided for in Sections 3.1(a), 3.1(b) and 3.1(c) hereof shall be allocated as follows and in the following order of priority:

(A) First: Book Gain equal to the deficit balance (if any) in each Member's Capital Account shall be allocated to such Member.

(B) Second: An amount of Book Gain shall be allocated next among the Members to the least extent necessary to cause their positive Section 704 Capital Account balances to equal their respective Sharing Percentages.

(C) Third: All remaining amounts of Book Gain shall be allocated among the Members pro rata in accordance with their respective Sharing Percentages.

(ii) Book Loss (if any) shall be allocated as follows and in the following order of priority:

(A) First: Book Loss shall be allocated to the Members to the least extent necessary to cause the positive balances in their Section 704 Capital Accounts to be in the same proportion to one another as are their respective Sharing Percentages.

(B) Second: All remaining amounts of Book Loss shall be allocated among the Members pro rata in accordance with their respective Sharing Percentages.

(i) For purposes of determining the nature (as ordinary or capital) of any Company profit allocated among the Members for Federal income tax purposes pursuant to this Section 3.1, the portion of such profit required to be recognized as ordinary income pursuant to Sections 1245 and/or 1250 of the Code shall be deemed to be allocated among the Members in the same proportion that they were allocated and they claimed the Book Depreciation deductions, or basis reductions, directly or indirectly giving rise to such treatment under Sections 1245 and/or 1250 of the Code.

(j) The parties intend that the foregoing allocation provisions of this Section 3.1 shall produce Section 704 Capital Account balances of the Members that will permit liquidating distributions that are made in accordance with final Capital Account balances under Section 16.3 of the Agreement to be made to the Members, pro rata in accordance with their respective Sharing Percentages. To the extent that the allocation provisions of this Section 3.1 would fail to cause the Members' final Capital Account balances to be in such ratio, (i) such provisions shall be amended by the Members if and to the extent necessary to produce such result and (ii) taxable income and taxable loss of the Company for prior open years (or items of Gross income and Deductible Expenses of the Company for such years) shall be reallocated among the Members to the extent it is not possible to achieve such result with allocations of items of income (including Gross Income) and Deductible Expenses for the current year and future years. This Section 3.1(j) shall control notwithstanding any reallocation or adjustment of taxable income, taxable loss, or items thereof by the Internal Revenue Service or any other taxing authority.

Section 3.2 Allocation of Tax Items.

(a) Except as otherwise provided in the succeeding provisions of this Section 3.2, each Tax Item shall be allocated among the Members in the same manner as each correlative item of profit or loss, as calculated for book purposes, is allocated pursuant to the provisions of Section 3.1 and Section 3.4 hereof.

(b) The Members hereby acknowledge that all Tax Items in respect of any Book/Tax Disparity Property owned by the Company are required to be allocated among the Members in

the same manner as under Section 704(c) of the Code (as specified in Sections 1.704-1(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(g) of the Regulations) and that the principles of Section 704(c) of the Code require that such Tax Items must be shared among the Members so as to take account of the variation between, the adjusted tax basis and Book Basis of each such Book/Tax Disparity Property. Thus, notwithstanding anything in Sections 3.1 or 3.2(a) to the contrary, the Members' distributive shares of Tax Items in respect of each Book/Tax Disparity Property shall be separately determined and allocated among the Members in accordance with the principles of Section 704(c) of the Code. For purposes of making tax allocations pursuant to Section 704(c) of the Code (including allocations pursuant to Section 1.704-1(b)(2)(iv)(f) if a Revaluation Event occurs) the Manager shall determine the method or methods to be used by the Company.

Section 3.3 Allocations, Of Profit And Loss And Distributions In Respect Of Interests Transferred.

(a) If any Unit or other interest in the Company is transferred, or is increased or decreased by reason of the admission of a new Member or otherwise, during any Fiscal Year, each item of Adjusted Net Income Or Loss, Book Gain Or Loss and other Company profit and loss for such year shall be divided and allocated among the Members in question by taking account of their varying interests in the Company during such year on a daily, monthly or other basis, as determined by the Manager using any permissible method under Section 706 of the Code and the Regulations thereunder,

(b) Distributions of Company in respect of a Unit or other interest in the Company shall be made only to the persons or entities who, according to the Company's books and records, are the holders of record of the Units or other interests in the Company in respect of which such distributions are made on the actual date of distribution. Neither the Company nor the Manager shall incur any liability for making distributions in accordance with the provisions of the preceding sentence, whether or not the Company or the Manager has knowledge or notice of any transfer or purported transfer of ownership of any Unit or other interest in the Company.

(c) Notwithstanding any provision above to the contrary, Book Gain Or Loss (and taxable gain or loss to the extent permitted by the Code and Regulations) realized in connection with a sale or other disposition of any Company properties shall be allocated solely among the parties owning Units or other interests in the Company as of the date such sale or other disposition occurs.

EXHIBIT B
TO
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
DEACONESS HOSPITAL HOLDINGS, LLC

NAME OF MEMBER	CAPITAL CONTRIBUTION	UNITS
Deaconess Health Care Corporation c/o Butterfield Manorial Foundation 5300 N. Meridian Avenue Oklahoma City, OK 73112	\$ _____	20%
Deaconess Holdings, LLC 5800 Tennyson Parkway Plano, Texas 75024	\$ _____	80%

EXHIBIT C
TO
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
DEACONESS HOSPITAL HOLDINGS, LLC
Competing Business Zip Codes

Medicare Inpatient Origin by Zip Code
 Selected Facility 370032 Deaconess Hospital-Oklahoma City
 Ranked on 2003 Market Share (Desc)

ZIP Code	ZIP City Name	County	State	Market Patients	Facility Patents	2003 Market Share%	% of Total	Cumul %
73112	Oklahoma City	Oklahoma	OK	2,119	686	32.4%	11.0%	11.0%
73008	Bethany	Oklahoma	OK	1,317	544	41.3%	8.7%	19.7%
73107	Oklahoma City	Oklahoma	OK	1,215	357	29.4%	5.7%	25.4%
73127	Oklahoma City	Oklahoma	OK	1,053	335	31.8%	5.4%	30.8%
73099	Yukon	Canadian	OK	1,623	327	20.1%	5.2%	36.0%
73120	Oklahoma City	Oklahoma	OK	2,118	311	14.7%	5.0%	41.0%
73132	Oklahoma City	Oklahoma	OX	1,130	263	23.3%	422%	45.2%
73122	Oklahoma City	Oklahoma	OK	658	248	37.7%	4.0%	49.2%
73162	Oklahoma City	Oklahoma	OK	1,142	234	20.5%	3.8%	53.0%
73116	Oklahoma City	Oklahoma	OK	610	169	27.7%	2.7%	55.7%
Primary Service Area				12,985	3,474	26.8%	55.7%	

[GRAPHIC]

EXHIBIT D
TO
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
DEACONESS HOSPITAL HOLDINGS, LLC
DHCC Conflict of Interest Policy

DEACONESS HEALTH CARE CORPORATION

Oklahoma City, Oklahoma

DEACONESS HOSPITAL

Facility

FUNCTIONAL AREA:	GOVERNING BODY
TOPIC:	CONFLICT OF INTEREST
POLICY DATE:	FEBRUARY 24, 1997
POLICY NUMBER:	GB-001
APPROVED BY:	ADMINISTRATION, BOARD OF DIRECTORS
EFFECTIVE DATE:	FEBRUARY 24, 1997
PRIOR REVISIONS:	POLICY GB-001, DATED JANUARY 1, 1997

POLICY

Any officer or director of Deaconess Health Care Corporation, or any subsidiary, has a duty to disclose any actual or possible conflicts of interest.

PURPOSE

The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit and charitable corporations.

PROCESS

Section 1. Definitions.

A. Interested Person.

Any director, principal officer, or member of a committee with board delegated powers who has a direct or indirect financial interest, as defined below, is an interested person. If a person is an interested person with respect to any entity in the health care system of which the Corporation is a part, he or she is an interested person with respect to all entities in the health care system.

B. Financial Interest.

A person has a financial interest if the person has, directly or indirectly, through business, investment or family, the following:

- (1) an ownership or investment in interest in any; entity with which the Corporation has a transaction Or arrangement, or
- (2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- (3) a potential ownership or investment interest in, or compensation arrangement, With, any entity or individual with Which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

Section 2. Procedures.

A. Duty to Disclose.

In connection with any actual or possible conflicts of interest, an interested person must disclose the existence and nature of his or her financial interest to the directors and members of committees with board delegated powers considering the proposed transaction or arrangement.

B. Determining Whether a Conflict of Interest Exists.

After disclosure of the financial interest, the interested person shall leave the board or committee meeting while the financial interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

C. Procedures for Addressing the Conflict of Interest.

- (1) The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (2) After exercising due diligence, the board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- (3) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
- (4) Violation of the Conflicts of Interest Policy:

- a. If the board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the Member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has, in fact, failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 3. Records of Proceedings. The minutes of the board and all committees with board-delegated powers shall contain:

- A. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was, present, and, the board's or committee's decision as to whether a conflict of interest in fact existed.
- B. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction Or arrangement, and a record of any votes taken in connection therewith.

Section 4. Compensation Committees

- A. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- B. Physicians who receive compensation, directly or indirectly, from the Corporation, whether as employees or independent contractors, are precluded from membership on any committee whose jurisdiction includes compensation matters.

Section 5. Annual Statements. Each director, principal officer and member of a committee with board delegated powers shall annually sign a statement which affirms that such person:

- A. Has received a copy of the conflicts of interest policy.
- B. Has read and understands the policy,
- C. Has agreed to comply with the policy, and
- D. Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

Section 6. Periodic Reviews. To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

A. Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.

B. Whether acquisitions of physician practices and other provider services result in inurement or impermissible private benefit.

C. Whether partnership and joint venture arrangements and arrangements with management service organizations and physician hospital organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

Section 7. Use of Outside Experts. In conducting the periodic reviews provided for in Section 7, the Corporation may, but need not, use outside advisors. If outside experts are used their use shall not relieve the board of its responsibility for ensuring that periodic reviews are conducted.

APPROVED:

Paul Dougherty; FACHE Administrator

PCD:aw

EXHIBIT E
TO
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
DEACONESS HOSPITAL HOLDINGS, LLC
DHCC Charity Care Policies

DEACONESS HOSPITAL

PROCEDURE
NUMBER: C01003
ATTACHMENTS: N
PAGE: 1 OF 2
DATE: 10/19/00
EFFECTIVE DATE: 11/01/00
CATEGORY: COLLECTIONS

PROCEDURE

DEPARTMENT: PATIENT FINANCIAL SERVICES (PT ACCTS 9350)

SUBJECT: CHARITY CARE PLAN

DEFINITION: DEACONESS HOSPITAL PATIENTS ARE ENTITLED TO CHARITY CARE GIVEN, TO FORGIVE AMOUNTS OWED ON THE CHARGES FOR THE SERVICES THAT WERE PROVIDED TO THE PATIENT.

PURPOSE: DEACONESS HOSPITAL IS A NON-PROFIT HOSPITAL FUNCTIONING IN THE DEACONESS TRADITION OF COMPASSIONATE, HIGH QUALITY CARE IN A CHRISTIAN ENVIRONMENT. THIS POLICY ENABLES US TO FORGIVE DEBTS OWED BY OUR PATIENTS, PER OUR ESTABLISHED GUIDELINES:

EQUIPMENT:

PERFORMANCE SPECIFICATIONS:

RESOURCE:

PROCEDURE:

1. FEDERAL AND/OR STATE ASSISTANCE IS AVAILABLE TO THOSE WHO MEET THE QUALIFICATIONS. BEFORE CHARITY CARE IS CONSIDERED, ALL AVAILABLE AVENUES OF FEDERAL AND/OR STATE ASSISTANCE AND THIRD PARTY PAYORS MUST BE EXHAUSTED.
2. CHARITY IS ADMINISTERED BY FILLING OUT THE PROPER FORMS. THESE ARE OBTAINED FROM THE PATIENT FINANCIAL SERVICES OFFICE. THIS REQUEST MUST BE MADE PRIOR TO THE ACCOUNT BEING TURNED TO COLLECTIONS.
3. ALL PATIENTS REQUESTING CHARITY CARE DETERMINATION ALSO BE REQUIRED TO COMPLETE A MEDICAL ASSISTANCE APPLICATION FOR THE PERIOD OF HOSPITALIZATION. ANY PATIENTS REQUESTING A CHARITY CARE DETERMINATION LATER THAN NINETY (90) DAYS AFTER DISCHARGE WILL BE EXEMPT FROM THIS REQUIREMENT.
4. ANY AMOUNTS NOT COVERED BY FEDERAL AND/OR. STATE ASSISTANCE PROGRAMS OR THIRD-PARTY PAYORS WILL BE ELIGIBLE FOR CHARITY CARE.

5. ELIGIBILITY WILL BE BASED UPON THE SIZE OF THE FAMILY UNIT OF THE PATIENT AND THE TOTAL FAMILY INCOME FOR THE PRECEDING TWELVE (12) MONTHS.

CONTINUED ON NEXT PAGE

DEACONESS HOSPITAL

PROCEDURE
NUMBER: C01003
ATTACHMENTS: N
PAGE: 2 OF 2
DATE: 10/19/00
EFFECTIVE DATE: 11/01/00
CATEGORY: COLLECTIONS

PROCEDURE

DEPARTMENT: PATIENT FINANCIAL SERVICES (PT ACCTS 9350)

PROCEDURES

6. THE CURRENT COMMUNITY SERVICES ADMINISTRATION POVERTY INCOME GUIDELINES WILL BE USED IN DETERMINING ELIGIBILITY FOR CHARITY CARE.

7. ANY AMOUNT THAT THE PATIENT WOULD BE RESPONSIBLE FOR AFTER DISCOUNT WOULD BE ELIGIBLE TO BE PAID OFF WITH A TIME PAYMENT CONTRACT WITH ZERO FINANCE CHARGE.

8. ANY DENIED ACCOUNTS THAT HAVE A TIME PAYMENT CONTRACT WILL HAVE FINANCE CHARGES ADDED.

9. DEACONESS HOSPITAL ALSO RESERVES THE RIGHT TO DENY CHARITY CARE TO ANY INDIVIDUAL OR FAMILY WHICH DOES NOT PROVIDE THE REQUIRED INFORMATION.

End of Procedure

PREVIOUSLY REVISED:

PREPARED BY: Vicki Lacy

APPROVED BY: Larry Stephens

Pursuant to the financial assistance program, described in PROCEDURE NUMBER: CO1003, Deaconess provided uncompensated care to approximately 102 families totaling \$951,733 during fiscal year 2004.

EXHIBIT F
TO
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
DEACONESS HOSPITAL HOLDINGS, LLC
OPTION TO PURCHASE (CALL)
See attached.

OPTION TO PURCHASE (CALL)

THIS OPTION TO PURCHASE (CALL) (the "Agreement"), is entered into as of Article 1, 2005, by and between DEACONESS HEALTH CARE CORPORATION, an Oklahoma not-for-profit corporation ("DHCC"), and DEACONESS HOLDINGS, LLC, a Delaware limited liability company ("Triad Sub").

DHCC and Triad Sub have entered into an Amended and Restated Limited Liability Company Agreement dated as of April 1, 2005 (the "LLC Agreement"), setting forth, their respective rights and obligations with respect to the governance and operation of Deaconess Hospital Holdings, LLC (the "Company").

The Company was formed for purposes of owning, controlling and operating Deaconess Hospital and certain related health care assets (collectively, the "Hospital"). As a condition to the willingness of Triad Sub to enter into the LLC Agreement, Triad Sub required that DHCC enter into this Agreement.

All capitalized terms used herein and not otherwise defined herein are as deed in the LLC Agreement.

IT IS THEREFORE, AGREED AS FOLLOWS:

1. **GRANT OF OPTION TO PURCHASE.** DHCC hereby grants to Triad Sub the irrevocable right, at its option, during the Option Period (as hereinafter defined), to purchase on the Purchase Date (as hereinafter defined), all, but not less than all, of the Units in the Company held by DHCC and its affiliates in exchange for payment in cash of the Purchase Price (as hereinafter defined). The Option Period shall be any period during which the Sharing Percentage of DHCC and its affiliates in the Company is less than twenty percent (20%).

2. **DETERMINATION OF PURCHASE PRICE.** The Purchase Price (herein so called) shall be the product determined by multiplying (i) the Appraised Fair Market Value of the Company (hereinafter defined), times (ii) DHCC's Sharing Percentage; provided, however, that during the first two (2) years following the Closing Date, the Purchase Price shall not be less than the price determined in the Assets Valuation (\$10,000 per Unit). For purposes of this Agreement, the term "Appraised Fair Market Value of the Company" shall Mean the fair market value of the Company, as determined in accordance with Section 4 of this Agreement.

3. **EXERCISE OF OPTION TO PURCHASE.** In the event that Triad Sub exercises its option to purchase all, but not less than all, of the Units in the Company held by DHCC and its affiliates, Triad Sub shall give written notice to DHCC of such election (the "Exercise Notice"). The closing of such sale (the "Call Closing") shall take place on a mutually acceptable date and time (the "Purchase Date") (which date shall not be earlier than ninety (90) days and not later than one hundred twenty (120) days after the date on which the Exercise Notice is delivered). Notwithstanding the delivery by Triad Sub to DHCC of the Exercise Notice, for a period of ninety (90) days following the receipt of the Exercise Notice and provided the Option to Purchase between DHCC and Triad Sub dated the date hereof has not terminated, DHCC shall have the option (pursuant to the Option to Purchase) to purchase additional Units in the Company which would give DHCC and its affiliates a Sharing Percentage of at least twenty

percent (20%) and thereby eliminate the Exercise Notice (but not the ability of Triad Sub to send a subsequent Exercise Notice in the event the Sharing Percentage of DHCC and its affiliates in the Company thereafter falls below twenty percent (20%)).

4. APPRAISED FAIR MARKET VALUE.

(a) In the event that Triad Sub exercises its option to purchase all (but not less than all) of the Units in the Company held by DHCC and its affiliates, DHCC and Triad Sub shall negotiate in good faith with one another following the Exercise Notice to determine the Appraised Fair Market Value of the Company. DHCC and Triad Sub agree to use their best efforts to negotiate an agreed upon Appraised Fair Market Value of the Company. If DHCC and Triad Sub reach an agreement as to the Appraised Fair Market Value of the Company, then the Appraised Fair Market Value of the Company shall be the amount determined by DHCC and Triad Sub. Notwithstanding anything to the contrary in this Agreement, during the first two (2) years following the Closing Date, the Purchase Price shall not be less than the price determined in the Assets Valuation (\$10,000 per Unit).

(b) If DHCC and Triad Sub are unable to agree upon the Appraised Fair Market Value of the Company within thirty (30) days following the date of the Exercise Notice, either DHCC or Triad SO thereafter may notify the other party that it is initiating the appraisal process described below (or such other appraisal process upon which the parties may mutually agree in writing within ten (10) days of the date on which either party has initiated the appraisal process). If either DHCC or Triad Sub shall have initiated the appraisal process (and the parties shall not have agreed in writing to another appraisal process within ten (10) days), then DHCC and Triad shall each, engage a Qualified Appraiser (collectively, the "Initial Appraisers" and individually, an "Initial Appraiser") within twenty (20) days after the date "upon which the parties shall have initiated this appraisal process. DHCC and Triad Sub shall also jointly engage one additional Qualified Appraiser that is mutually acceptable to the parties (the "Third Appraiser"; the Initial Appraisers and the Third Appraiser are referred to collectively as the "Appraisers"). If the parties cannot agree upon the identity of the Third Appraiser within twenty (20) days after the date on which the parties shall have initiated this appraisal process the parties shall direct the Initial Appraisers to select and engage the Third Appraiser on behalf of the parties. Each of DHCC and Triad Sub shall pay the fees and expenses of its respective Appraiser, and the fees and expenses of the Third Appraiser shall be shared equally by DHCC and Triad Sub. For purposes of this Agreement, the term "Qualified Appraiser" shall mean an independent, third party, nationally recognized investment bank or MAI-certified appraiser who (i) is experienced in the valuation of healthcare entities comparable to the Company and (ii) has, within the twenty-four (24) month period preceding the date of the Exercise Notice, delivered appraisals and/or fairness opinions, on a going concern basis, in connection with at least three (3) other transactions involving the sales of hospitals.

(c) The Appraisers so selected shall each then conduct an appraisal to determine the Appraised Fair Market Value of the Company (i) on a going concern basis, (ii) using valuation techniques then customary and accepted in the industry, (iii) using performance information respecting the Hospital that is acceptable to DHCC and Triad Sub and that has been supplied to each of the Appraisers, (iv) viewing the enterprise of the Company as a whole, (v) taking into account the future of the prospects of the Hospital, and (vi) assuming that the Company were

sold to be on a stand-alone basis (and, not as a part of a portfolio sale). Each Appraiser's determination of the Appraised Fair Market Value of the Company (individually, a "Valuation" and collectively, the "Valuations") shall be expressed as a single value rather than a range of values. Each party shall cause the Initial Appraiser engaged by it to submit such Initial Appraiser's sealed Valuation to the other party within sixty (60) days of the initiation of this appraisal process, and both parties shall use their reasonable best efforts to cause, the Third Appraiser to submit its sealed Valuation to both parties within such period.

(d) Once all three Appraisers have submitted their respective Valuations, the, Appraised Fair Market Value of the Company shall be determined based upon the Valuations as follows:

(i) if the three Valuations are within 5% of another (i.e., if each of the highest Valuation and the middle Valuation is no greater than 1.05 times the lowest Valuation), the Appraised Fair Market Value of the Company shall be the average of all three Valuations;

(ii) if subsection (i) above is inapplicable and two Valuations are within 5% of one another (i.e., if the higher of such two Valuations is no greater than 1.05 times the lower of such two Valuations), the Appraised, Fair Market Value of the Company shall be the average of such two Valuations;

(iii) if subsections (i) and (ii) above are inapplicable and the three Valuations are within 10% of one another (i.e., if each of the highest Valuation and the middle Valuation is no greater than 1.10 times the lowest Valuation), the Appraised Fair Market Value of the Company shall be the average of all three Valuations;

(iv) if subsections (i) through (iii) above are inapplicable and two Valuations are within 10% of one another (i.e., if the higher of such two Valuations is no greater than 1.10 times the lower of such two Valuations), the Appraised Fair Market Value of the Company shall be the average of Such two Valuations;

(v) if subsections (i) through (iv) above are inapplicable and the three Valuation are within 20% of one another (i.e., if each of the highest Valuation and the middle Valuation is no greater than 1.20 times the lowest Valuation), the Appraised Fair Market Value of the Company shall be the average of all three Valuations;

(vi) if subsections (i) through (v) above are inapplicable and two Valuations are within 20% of one another (i.e., if the higher of such two Valuations is no greater than 1.20 times the lower of such two Valuations), the Appraised Fair Market Value of the Company shall be the average of such two Valuations; and

(vii) if subsections (i) through (vi) above are inapplicable, the Appraised Fair Market Value of the Company shall be the average of all three Valuations.

5. PAYMENT OF PURCHASE PRICE. At the Call Closing:

(a) Triad Sub shall make payment to DHCC for the Units being purchased by delivering immediately available funds to the order of DHCC the full amount of the Purchase Price.

(b) DHCC shall transfer to Triad Sub all, but not, less than all, of the Units being sold, free and clear of all claims, liabilities, options, pledges or other encumbrances of any kind (other than those arising under the LLC Agreement and applicable law).

6. TRANSFERABILITY. The parties agree and acknowledge that the LLC Agreement contains provisions relating to the ability of DHCC to transfer its Units.

7. FURTHER ASSURANCES. In the event of the exercise of the option to purchase under this Agreement, each of the parties shall execute and deliver all such further documents and instruments and take all such further actions as may be necessary in order to consummate the transactions contemplated hereby.

8. NOTICES. All notices requests, claims, demands and other communications hereunder shall be in writing (and shall be deemed to have been duly received if so given) and given by hand delivery, by telegram, telex or telefax, by overnight courier or by registered or certified mail (postage prepaid, return receipt requested) at the addresses set forth below:

If to DHCC:

Deaconess Health Care Corporation
c/o Butterfield Memorial Foundation
5300 N. Meridian Avenue
Oklahoma City, OK 73112
Attention: Chief Executive Officer

With a simultaneous copy to:

Waller Lansden Dortch & Davis, PLLC
Nashville City Center
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Attention: Paul D. Gilbert

And to:

McAfee & Taft
10th Floor, Two Leadership Square
211 North Robinson
Oklahoma City, OK 73102-7103
Attention: Michael E. Joseph

If to Triad Sub

Triad Hospitals, Inc,
5800 Tennyson Pkwy.
Plano, Texas 75024
Attention: President

With a simultaneous copy to:

Triad Hospitals, Inc.
5800 Tennyson Pkwy.
Plano, Texas 75024
Attention: General Counsel

or to such other address as either party may furnish to the other by written notice in accordance herewith.

9. LEGAL FEES AND COSTS. In the event either party elects to incur legal expenses to enforce or interpret any provision of this Agreement by judicial proceedings, the prevailing party in those proceedings shall be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs and necessary disbursements at all court levels, in addition to any other relief to which such party shall be entitled.

10. CHOICE OF LAW. This Agreement shall be construed, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws of the State of Oklahoma; provided, however, that the conflicts of law principles of the State of Oklahoma shall not apply to the extent that they would operate to apply the laws of another state.

11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns. DHCC may not assign this Agreement without the prior written consent of Triad Sub.

12. ENTIRE AGREEMENT. This Agreement together with the Contribution Agreement and the LLC Agreement constitute the entire agreement and understanding of the parties with respect to the subject matter hereof; and supersedes all prior and contemporaneous agreements and understandings, express or implied, written or oral, between the parties with respect thereto.

13. AMENDMENTS; WAIVERS. This Agreement may not be amended, supplemented or otherwise modified except upon the execution and delivery of a written agreement by the parties. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

14. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

15. HEADINGS. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DEACONESS HEALTH CARE CORPORATION

By:

Name:

Title:

DEACONESS HOLDINGS, LLC.

By:

Name:

Title:

SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
DEACONESS HOSPITAL HOLDINGS, LLC

This Second Amended and Restated Limited Liability Company Agreement of Deaconess Hospital Holdings, LLC, effective as of February 1, 2007 (this "Agreement") is entered into by Deaconess Holdings, LLC, a Delaware limited liability company, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Amended and Restated Limited Liability Company Agreement of the Company dated April 1, 2005.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Deaconess Hospital Holdings, LLC (the "Company").
2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. 18-101. et seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the Act and the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such

person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Rebecca Hurley	Senior Vice President and Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President
Joe Johnson	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

9. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute Member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

10. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

11. Liability of Member Managers or Officers. Neither the Member, any manager nor any officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

12. Indemnification. To the fullest extent permitted by the Act the Company shall indemnify and hold harmless each manager, officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons.

13. Certificate(s) for Interest. The interests in the Company shall be evidenced by certificate(s) (the "Certificates for Interest"). The Certificates for Interest shall be issued by the Company, shall constitute "securities" within the meaning of Article 8 of the Uniform Commercial Code

("Article 8") (as in effect from time to time in the State of Delaware and any other applicable jurisdiction) and shall be governed by Article 8.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective for all purposes as of the date first above written.

DEACONESS HOLDINGS, LLC

/s/ Rebecca Hurley

Rebecca Hurley

Senior Vice President

ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST

THIS ASSIGNMENT AND ASSUMPTION OF MEMBERSHIP INTEREST (this "Assignment") is made as of the 31 g day of March, 2005 by and between DEACONESS HEALTH CARE CORPORATION, an Oklahoma not-for-profit corporation ("DHCC"), and DEACONESS HOSPITAL HOLDINGS, LLC, a Delaware limited liability company ("DHH").

RECITALS:

- A. DHCC owns a one hundred percent (100%) limited liability company membership interest in Deaconess Physician Services, LLC, a Delaware limited liability company and a one hundred percent limited liability company interest in Deaconess Health System, LLC, a Delaware limited liability company.
- B. Pursuant to and in accordance with the provisions and conditions of that certain Contribution and Sale Agreement dated March 16, 2005, by and among DHCC, DHH, Triad Hospitals, Inc. and Deaconess Holdings, LLC (the "Contribution Agreement"), DHCC has agreed to transfer and deliver to DHH its one hundred percent (100%) limited liability company membership interest in Deaconess Physician Services, LLC and its one hundred percent limited liability company interest in Deaconess Health System, LLC (collectively, the "Interest").
- C. Any capitalized terms used but not otherwise defined in this Agreement shall have the same meanings herein as ascribed to such terms in the Contribution Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the forgoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an additional contribution to the capital of DHH, the parties agree as follows:

DHCC does hereby transfer and deliver to DHH the Interest. DHCC hereby binds DHCC and DHCC's successors and assigns to warrant and forever defend title in and to the Interest unto DHH, its successors and assigns, against any and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under DHCC.

By its execution hereof, DHH hereby consents to and accepts the foregoing assignment of the Interest, with all rights and obligations incident thereto, as the record holder of the Interest.

DHCC covenants and agrees that it will at any time and from time to time do, execute, acknowledge and deliver any and all other acts, deeds, assignments, transfers, conveyances, powers of attorney or other instruments that DHH reasonably deems necessary or proper to carry out the assignment and conveyance intended to be made hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to conflict of law as principles.

This Assignment shall be binding upon and inure to the benefit of DHCC and DHH, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first written above.

DEACONESS HEALTH CARE CORPORATION

By: /s/ Eric L. Baird

Name: Eric L. Baird

Title: Chairman

("DHCC")

DEACONESS HOSPITAL HOLDINGS, LLC

By: /s/ Eric L. Baird

Name: Eric L. Baird

Title: President

("DHH")

DEACONESS HOSPITAL HOLDINGS, LLC

CONTRIBUTION AGREEMENT

The undersigned, Deaconess Health Care Corporation (“Contributor”), hereby agrees to contribute to Deaconess Hospital Holdings, LLC, a Delaware limited liability company (the “Company”), \$100 in exchange for 100% of the membership interests in the Company (the “Interest”). Contributor understands that the Interest to be issued pursuant to this Contribution Agreement will be issued without registration under the Securities Act of 1933, as amended (the “Act”), in reliance upon the private offering exemption contained in Section 4(2) of the Act and that such reliance is based in part on Contributor’s representation set forth below. For the foregoing reasons and to induce the Company to issue and deliver the Interest to the undersigned, Contributor represents and warrants to the Company as follows:

- (a) Contributor has not offered or sold the Interest within the meaning of the Act;
- (b) Contributor is acquiring the Interest for its own account for investment, with no present intention of dividing its interest with others or of reselling or otherwise disposing of all or any portion thereof;
- (c) Contributor does not have in mind any sale of the Interest either currently or after the passage of a fixed or determinable period of time or upon the occurrence or non-occurrence of any predetermined event or circumstance;
- (d) Contributor has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness, or commitment providing for, or which is likely to compel, a disposition of the Interest;
- (e) Contributor is not aware of any circumstances presently in existence which are likely to prompt a disposition of the Interest in the future;
- (f) the Interest was offered to Contributor by the Company through direct communication between Contributor and the Company and not through any advertisement of any kind;
- (g) the Company has given Contributor access to (i) all information relating to its capital structure and its business operations and (ii) all additional information which Contributor has felt necessary to evaluate its contemplated purchase of the Interest. In this regard Contributor possesses the financial and business experience in the area in which the Company will be involved to make an informed decision to purchase the Interest;
- (h) Contributor has the financial means to bear the economic risk of the investment, which Contributor hereby agrees to make;
- (i) Contributor is not itself and none of Contributor’s initial capital contribution described herein and hereafter contributed to the Company arises from an “employee benefit plan” as such term is defined by Section 3(3) of the Employee Retirement Income Security Act of 1976, as amended (“ERISA”), whether or not subject to the provision of Title I of ERISA or whether or

not a “plan” as defined by Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended; and

(j) in the event of a disposition of any of Contributor’s Interest by sale, gift, transfer, pledge or otherwise, Contributor hereby agrees to give to the Company prior to such disposition written notice describing the proposed disposition. No such disposition shall be made except in accordance with the terms of the Company’s Limited Liability Company Agreement. No such disposition shall be made unless or until Contributor has furnished to the Company an opinion of counsel, satisfactory to the Company, to the effect that the proposed disposition does not require registration pursuant to the Act or any state securities laws.

This Contribution Agreement will also confirm Contributor’s understanding that certificates evidencing the Interest will not be issued.

Contributor understands that (i) the Interest will not be registered under the Act and applicable securities laws; (ii) the Interest must be held indefinitely unless the disposition thereof is registered under the Act and applicable securities laws or an exemption from such registration requirements is available; (iii) the Company is under no obligation and has made no commitment to provide any such registration or to take such steps as are necessary to permit the sale without registration, pursuant to Rule 144 under the Act or otherwise; (iv) if the Interest may be disposed of without such registration in reliance on Rule 144 under the Act, such disposition can be made only in limited amounts in accordance with the terms and conditions of such Rule; and (v) if the Rule 144 exemption is not available, compliance with another registration exemption will be required.

Contributor hereby indemnifies and agree to hold the Company and its representatives, managers, officers, employees, and agents harmless from and against any claims, damages, or liability in connection with any transfer of the Interest inconsistent with this Contribution Agreement.

DEACONESS HEALTH CARE CORPORATION

By: /s/ Eric L. Baird

Name: Eric L. Baird

Title: Chairman

The subscription of Deaconess Health Care Corporation is received and accepted this 16th day of March, 2005.

DEACONESS HOSPITAL HOLDINGS, LLC

By: /s/ Paul D. Gilbert

Paul D. Gilbert, Authorized Person

State of Delaware

Secretary of State

Division of Corporations

Delivered 03:51 PM 12/20/2006

FILED 03:51 PM 12/20/2006

SRV 061170153 — 4272332 FILE

CERTIFICATE OF FORMATION

OF

DESERT HOSPITAL HOLDINGS, LLC

Under Section 18-201 of the

Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Desert Hospital Holdings, LLC (the “Company”).

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of December 20, 2006.

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT

OF

DESERT HOSPITAL HOLDINGS, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this "LLC Agreement") as the sole member (the "Member") of Desert Hospital Holdings, LLC (the "Company"), a Delaware limited liability company formed on December 20, 2006 pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

The name of the Company shall be Desert Hospital, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and the Member's rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.
 2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
 3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
 4. Term. The term of the Company shall be perpetual.
 5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.
 6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.
 7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.
-

8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

9. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Rebecca Hurley	Senior Vice President, General Counsel & Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and CFO
Joe Johnson	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each director and officer of the Company and the Member and its partners, stockholders, officers, directors, managers,

employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the date of formation of the Company as referenced above.

SOLE MEMBER:

TENNYSON HOLDINGS, INC.

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/23/1998
981370486 — 2947802
CERTIFICATE OF FORMATION
OF
DETAR HOSPITAL, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Detar Hospital, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of September 23, 1998.

By: /s/John M. Franck II

Name: John M. Franck II

Title: Authorized Person

STATE OF DELAWARE

SECRETARY OF STATE DIVISION OF CORPORATIONS FILED 03:30 PM 05/07/1999

991183213 — 2947802

CERTIFICATE OF MERGER

OF

HDP VICTORIA, LLC

INTO

DETAR HOSPITAL, LLC

Pursuant to Section 18-209 of the

Delaware Limited Liability Company Act

The undersigned limited liability company DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Detar Hospital, LLC (“LLC 1”)	Delaware
HDP Victoria, LLC (“LLC 2”)	Delaware

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the “Merger Agreement”) has been approved and executed by each of the constituent entities in the merger.

THIRD: LLC 2 shall be merged with and into LLC 1, with LLC 1 being the surviving entity (the “Surviving Entity”) in the merger, and the name of the Surviving Entity shall be Detar Hospital, LLC.

FOURTH: The Certificate of Formation of LLC 1 at the effective date of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on May 7, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 6th day of May, 1999.

DETAR HOSPITAL, LLC

By: /s/Ronald Lee Grubbs, Jr.

Ronald Lee Grubbs, Jr.

Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 09/29/2000
001496921 — 2947802
CERTIFICATE OF MERGER
OF
LAREDO INTEREST, LLC
WITH AND INTO
DETAR HOSPITAL, LLC

Pursuant to
Section 18-209 of the Delaware Limited Liability Company Act

The undersigned limited liability companies DO HEREBY CERTIFY:

FIRST: The name and the state of organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Laredo Interest, LLC	Delaware
DeTar Hospital, LLC	Delaware

SECOND: An Agreement and Plan of Merger (the “Merger Agreement”) between the constituent entities to the merger (the “Merger”) has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of Section 18-209 of the Delaware Limited Liability Company Act.

THIRD: Laredo Interest, LLC will be merged with and into DeTar Hospital, LLC, with DeTar Hospital, LLC being the surviving entity in the Merger. The name of the surviving entity will be DeTar Hospital, LLC.

FOURTH: The executed Merger Agreement is on file at the principal place of business of DeTar Hospital, LLC. The address of DeTar Hospital, LLC is 13455 Noel Road, 20th Floor, Dallas, TX 75240.

FIFTH. A copy of the Merger Agreement will be furnished by DeTar Hospital, LLC, on request and without cost, to any member of the constituent entities.

SIXTH: The effective date of this Certificate of Merger is October 1, 2000.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 29th day of September 2000.

DETAR HOSPITAL, LLC LAREDO INTEREST, LLC

/s/ W. Stephen Love

W. Stephen Love

Sr. Vice President

/s/ W. Stephen Love

W. Stephen Love

Sr. Vice President

LIMITED LIABILITY COMPANY AGREEMENT

OF

DETAR HOSPITAL, LLC

This Limited Liability Company Agreement of Detar Hospital, LLC, effective as of September 23, 1998 (this "Agreement"), is entered into by Victoria Hospital Corporation, as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Detar Hospital, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement effective as of September 23, 1998 but executed as of the 14th day of October, 1998.

VICTORIA HOSPITAL CORPORATION

By: /s/John M. Franck II

Name: John M. Franck II

Title: Vice President

SCHEDULE A

Member and
Business Address
Victoria Hospital Corporation
c/o Columbia/HCA Healthcare
One Park Plaza
P.O. Box 550
Nashville, TN 37202-0550
Attn: John M. Franck II

Capital Contribution
The assets contributed to the Company as set forth in a
Bill of Sale and Assignment, effective as of the Effective
Time (as defined therein), among the Member, Victoria
Hospital, LLC and the Company.

Limited Liability
Company Interest
100 %

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
DETAR HOSPITAL, LLC

This Amended and Restated Limited Liability Company Agreement of Detar Hospital, LLC, is entered into by VHC Medical, LLC, as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of Detar Hospital, LLC, effective as of September 23, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be Detar Hospital, LLC (the "Company").
2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware.

The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs,	Jr. Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the 29th day of April, 1999.

VHC MEDICAL, LLC

By: /s/John M. Franck II

John M. Franck II

Vice President

SCHEDULE A

Member and
Business Address
VHC Medical, LLC
One Park Plaza
P.O. Box 550
Nashville, TN 37202-0550
Attn: John M. Franck II

Capital Contribution
The assets contributed to the Company as set forth in a
Bill of Sale and Assignment, effective as of the Effective
Time (as defined therein), among the Member, Victoria
Hospital, LLC and the Company.

Limited Liability
Company Interest
100%

ADDENDUM

Effective as of April 22, 1999 (the "Merger Date"), Victoria Hospital Corporation ("Victoria") merged with and into VHC Medical, LLC ("VHC"), whereupon VHC became the sole member of Detar Hospital, LLC, a Delaware limited liability company ("LLC"). Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Victoria as the sole member (the "Member") shall be deemed to be references to VHC as the Member.

IN WITNESS WHEREOF, VHC has executed this Addendum on the 22nd day of April, 1999.

VHC MEDICAL, LLC

By /s/John M. Franck II

John M. Franck II

Vice President

AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
TRI-SHELL 51 LLC

Under Section 18-208 of the
Delaware Limited Liability Company Act

This Amended and Restated Certificate of Formation of Tri-Shell 51 LLC (the "Company") has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to amend and restate the Certificate of Formation (the "Certificate of Formation") of the Company, which was filed on October 2, 2002 with the Secretary of State of Delaware.

The Certificate of Formation is hereby amended and restated in its entirety to read as follows:

"FIRST: The name of the Company is Dukes Health System, LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle."

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of August 26, 2004.

By: /s/Donald P. Fay
Donald P. Fay
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:51 AM 08/26/2004
FILED 10:51 AM 08/26/2004
SRV 040623813 — 3575662 FILE

LIMITED LIABILITY COMPANY AGREEMENT
OF
TRI-SHELL 51 LLC

This Limited Liability Company Agreement of Tri-Shell 51 LLC, effective as of October 2, 2002 (this "Agreement"), is entered into by Triad Hospitals, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Tri-Shell 51 LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing. The Member hereby ratifies, confirms and approves in all respects the actions taken in organizing the Company, including, without limitation, the preparation and filing with the Secretary of State of the State of Delaware of the Certificate of the Company and actions with respect to qualification of the Company to do business.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates Donald P. Fay, Hallie K. Ziesmer and any person the Member may designate from time to time as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President and Secretary
Robert P. Frutiger	Vice President
Michael Silhol	Vice President
Burke W. Whitman	Executive Vice President and Treasurer

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.
12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.
13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.
14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.
15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.
16. Amendment. This Agreement may be amended from time to time with the consent of the Member.
17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 2nd day of October 2002.

TRIAD HOSPITALS, INC.

By: /s/Donald P. Fay

Name: Donald P. Fay

Title: Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Hospitals, Inc.
13455 Noel Road, 20th Floor
Dallas, Texas 75240
Attn: Donald P. Fay

Capital Contribution
\$1.00

Limited Liability
Company Interest
100%

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
DUKES HEALTH SYSTEM, LLC

This Amended and Restated Limited Liability Company Agreement of Dukes Health System, LLC, effective as of August 31, 2004 (this "Agreement"), is entered into by Triad Hospitals, Inc., a Delaware corporation, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement effective as of October 2, 2002.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Dukes Health System, LLC (the "Company").
2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101. et. seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024. County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Member (the “Managing Member”). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company’s business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any of the officers of the Managing Member, or by any of the Officers of the Company. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of which shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an “Officer”) shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby appoints the Officers set forth on Exhibit B hereto.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company’s funds, cash, securities and other property and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are incident to the position of a treasurer of a

corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Wherever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated assignee or assignees. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a Certificate for Interest, each assignee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member, Managers or Officers. Neither the Member nor any manager or Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager, Officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) for Interest. The interests in the Company of the Members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"). The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective for all purposes as of the date first above written.

TRIAD HOSPITALS, INC.

By: /s/Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Hospitals, Inc.
5800 Tennyson Parkway
Plano, Texas 75024

Capital Contribution
\$1.00

Limited Liability
Company Interest
100%

EXHIBIT B

[List of Officers]

Name:	Title:
James D. Shelton	President
Donald P. Fay	Executive Vice President, General Counsel and Secretary
Daniel J. Moen	Executive Vice President
Burke W. Whitman	Executive Vice President
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Robert P. Frutiger	Vice President
Rebecca Hurley	Senior Vice President, Associate General Counsel and Assistant Secretary
James B. Shannon	Vice President
Rosland F. McLeod	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

EXHIBIT C

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between _____,
("Assignor") and _____ ("Assignee"), to be effective as of _____.

RECITALS

WHEREAS, assignor is the sole member in Dukes Health System, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, Assignor desires to transfer and assign its member interest in the Company (the "Member Interest") to Assignee, and Assignee desires to accept the Member Interest.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Rights, Title and Interests. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Member Interest in the Company.
 2. Assumption of Liabilities. As consideration for the transfer of the Member Interest pursuant to Section 1 above, Assignee hereby assumes all the liabilities and obligations of Assignor relating to the Member Interest, and accepts and agrees to be bound by the provisions of the Amended and Restated Limited Liability Company Agreement of the Company, dated effective as of August 31, 2004, as such may be amended, restated or supplemented from time to time.
 3. Deliveries. Each of Assignor and Assignee agrees, at any time and from time to time, upon the request of the other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.
 4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters provided for herein, and supercedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement.
 5. Amendments. Any amendment to or waiver of any provision of this Agreement shall be in writing and executed by both parties hereto and their respective successors and assigns.
 6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
-

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

8. Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

Assignor:

Assignee:

EXHIBIT D

Form of Certificate for Interest
CERTIFICATE FOR INTEREST
IN
DUKES HEALTH SYSTEM, LLC

No. _____ [Date]

Dukes Health System, LLC, a Delaware limited liability company (the "Company"), hereby certifies that (the "Holder") is the registered holder of 100% of the membership interests in the Company, which membership interests are represented by this Certificate. The rights and limitations of the membership interests evidenced hereby are set forth in the Amended and Restated Limited Liability Company Agreement of the Company dated effective as of August 31, 2004, as amended from time to time (the "LLC Agreement"), the terms of which are incorporated herein by reference. Defined terms not otherwise defined herein shall have the meanings assigned to them in the LLC Agreement. Copies of the LLC Agreement are on file in the principal offices of the Company at 5800 Tennyson Parkway, Plano, Texas 75024.

The Holder, by accepting this Certificate, is deemed to have agreed to comply with and be bound by the limitations of the membership interests evidenced hereby, as provided in the LLC Agreement.

The membership interests of the Holder in the Company are transferable only in accordance with the LLC Agreement. This Certificate must, in the event of a transfer of all or any portion of the membership interests in the Company, be surrendered to the Company for cancellation, whereupon a replacement Certificate(s) will be issued to the transferee, in accordance with the provisions of the LLC Agreement.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the undersigned has caused this Certificate for Interest to be executed on the date first above written

DUKES HEALTH SYSTEM, LLC

By _____

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:02 AM 12/28/2006
Filed 09:41 AM 12/28/2006
SRV 061193625 — 4275573 FILE

CERTIFICATE OF CONVERSION

CONVERTING
QHG OF GADSDEN, INC.
(an Alabama corporation)

INTO

GADSDEN REGIONAL MEDICAL CENTER, LLC
(a Delaware limited liability company)

Pursuant to Section 18-214 of the Delaware Limited Liability Act, this CERTIFICATE OF CONVERSION is executed on December 27, 2006, to be effective as of January 1, 2007 at 12:01 a.m., by QHG of Gadsden, Inc. ("Converting Entity"), an Alabama corporation, which is converting to Gadsden Regional Medical Center, LLC ("Converted Entity"), a Delaware limited liability company.

1. The Converting Entity was formed on October 7, 1993, under the laws of the State of Alabama.
2. The name of the Converting Entity immediately prior to filing this Certificate of Conversion is QHG of Gadsden, Inc.
3. The name of the limited liability company into which the corporation shall be converted is Gadsden Regional Medical Center, LLC (which name is the same as set forth in its Certificate of Formation to be filed with the Delaware Secretary of State in connection herewith).
4. The conversion contemplated herein shall be effective as of January 1, 2007 at 12:01 a.m.
5. The conversion of the Converting Entity and the limited liability company agreement of the Converted Entity have been approved in accordance with the provisions of Section 18-214 of the Delaware Limited Liability Company Act.

EXECUTED on December 27, 2006.

By: /s/Rebecca Hurley
Name: Rebecca Hurley
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:02 AM 12/28/2006
FILED 09:41 AM 12/28/2006
SRV 061193625 — 4275573 FILE

CERTIFICATE OF FORMATION
OF
GADSDEN REGIONAL MEDICAL CENTER, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Gadsden Regional Medical Center, LLC (the “Company”).

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

FOURTH: This Certificate of Formation has been prepared and executed as part of a conversion of QHG of Gadsden, Inc., an Alabama corporation, into the Company pursuant to ALA. CODE §10-15-3 and Section 18-214 of the Delaware Limited Liability Company Act, such conversion to be effective as of January 1, 2007 at 12:01 a.m.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation December 27, 2006, to be effective as of January 1, 2007 at 12:01 a.m.

By:/s/Rebecca Hurley
Name: Rebecca Hurley
Title: Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
GADSDEN REGIONAL MEDICAL CENTER, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this "Agreement") as the Sole member (the "Member") of Gadsden Regional Medical Center, LLC, a Delaware limited liability company (the "Company"), formed pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act"). The Company was formed effective as of January 1, 2007 ("Effective Date") as a result of a conversion a QHG of Gadsden, Inc., an Alabama corporation originally formed on October 7, 1993.

The name of the Company shall be Gadsden Regional Medical Center, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and the Member's rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.
 2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
 3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
 4. Term. The term of the Company shall be perpetual.
 5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.
 6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member; or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.
 7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.
-

8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

9 Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal;

James D. Shelton	President
Rebecca. Hurley	Senior Vice President, General Counsel Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and CFO
Joe Johnson	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each officer and manager of the Company and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

(Signature begins on next page)

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the Effective Date referenced above.

SOLE MEMBER:

GRMC HOLDING, LLC

By: /s/Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President

CERTIFICATE OF FORMATION
OF
GREENBRIER VMC, LLC

Pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act"), the undersigned authorized person, for the purpose of forming a limited liability company under the Act, hereby certifies the following:

FIRST: The name of the limited liability company is Greenbrier VMC, LLC.

SECOND: The address of the registered office and the name and the address of the registered agent for service of process required to be maintained by Section 18-104 of the Act are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

/s/ Rebecca Hurley
Rebecca Hurley, Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 06/29/2000
001333589 — 3249745

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/04/2001
010167025 — 3249745

Certificate of Amendment to Certificate of Formation
of
GREENBRIER VMC, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the “limited liability company”) is GREENBRIER VMC, LLC
2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company’s registered agent and registered office and by substituting in lieu thereof the following new statement:

“The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.”

Executed on

/s/ Michael L. Silhol

MICHAEL L. SILHOL, MANAGER

LIMITED LIABILITY COMPANY AGREEMENT
OF
GREENBRIER VMC, LLC

This Limited Liability Company Agreement of Greenbrier VMC, LLC, effective as of June 29, 2000 (this "Agreement"), is entered into by Triad Holdings III, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et. seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Greenbrier VMC, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for

the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company, and Donald P. Fay is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers [in the capacity set forth after their names], each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President and Chief Executive Officer
Michael J. Parsons	Executive Vice President and Chief Operating Officer
Burke W. Whitman	Executive Vice President and Chief Financial Officer
Donald P. Fay	Executive Vice President and Secretary
Michael L. Silhol	Vice President and Assistant Secretary

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware,

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 29th day of July, 2000

TRIAD HOLDINGS III, INC.

/s/ Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Holdings III, Inc. 13455 Noel Road, Suite 2000 Dallas,
Texas 75240 Attn: General Counsel

Capital Contribution
Funds necessary to allow the Company to consummate its
acquisition of Greenbrier Valley Medical Center pursuant to
Asset Purchase Agreement dated June 23, 2000

Limited Liability
Company Interest
100%

CERTIFICATE OF FORMATION
OF
GRMC HOLDINGS, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is GRMC Holdings, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of December 20, 2006.

/s/ Rebecca Hurley
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:51 PM 12/20/2006
FILED 03:51 PM 12/20/2006
SRV 061170309 — 4272335 FILE

LIMITED LIABILITY COMPANY AGREEMENT
OF
GRMC HOLDINGS, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this "LLC Agreement") as the sole member (the "Member") of GRMC Holdings, LLC (the "Company"), a Delaware limited liability company formed on December 20, 2006 pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

The name of the Company shall be GRMC Holdings, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and the Member's rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.
2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
4. Term. The term of the Company shall be perpetual.
5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.
6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.
7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.
8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

9. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Rebecca Hurley	Senior Vice President, General Counsel & Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and CFO
Joe Johnson	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each director and officer of the Company and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the date of formation of the Company as referenced above.

MEMBER:

TRIAD HOLDINGS V, LLC

/s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President

SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/03/1999
991044521 — 3000933

CERTIFICATE OF FORMATION
OF
HOBBS MEDCO, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Hobbs Medco, LLC (the "Company")

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS HEREOF, the undersigned has executed this Certificate of Formation as of February 3, 1999.

By: /s/John M. Franck II
Name: John M. Franck II
Title: Authorized Person

SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:45 PM 04/16/1999
991150771 — 3000933

CERTIFICATE OF MERGER

OF

HOBBS COMMUNITY HOSPITAL, INC.

INTO

HOBBS MEDCO, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company and corporation DO HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Hobbs Medco, LLC (the "LLC")	Delaware
Hobbs Community Hospital, Inc. (the "Company")	New Mexico

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities to the merger.

THIRD: The Company shall be merged with and into the LLC, with the LLC being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be Hobbs Medco, LLC.

FOURTH: The Certificate of Formation of the LLC at the effective time of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder or member, as the case may be, of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on April 16, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 15th day of April, 1999.

HOBBS MEDCO, LLC

By: /s/John M. Franck II
Name: John M. Franck II
Title: Manager

HOBBS COMMUNITY HOSPITAL, INC.

By: /s/R. Milton Johnson
Name: R. Milton Johnson
Title: Vice President

LIMITED LIABILITY COMPANY AGREEMENT
OF
HOBBS MEDCO, LLC

This Limited Liability Company Agreement of Hobbs Medco, LLC, effective as of February 3, 1999 (this "Agreement"), is entered into by Hobbs Community Hospital, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Hobbs Medco, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for

the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 15th day of April 1999.

HOBBS COMMUNITY HOSPITAL, INC.

By: /s/R. Milton Johnson
R. Milton Johnson
Vice President

SCHEDULE A

Member and
Business Address
Hobbs Community Hospital, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital
Contribution
\$1.00

Limited Liability
Company Interest
100%

ADDENDUM

Effective as of April 16, 1999 (the "Merger Date"), Hobbs Community Hospital, Inc. ("Hobbs Community") merged with and into Hobbs Medco, LLC, a limited liability company of which Hobbs Community was the sole member ("Hobbs Medco"), whereupon HCA, Inc., the sole shareholder of Hobbs Community ("HCA"), became the sole member of Hobbs Medco. Attached hereto is a copy of the Limited Liability Company Agreement of Hobbs Medco (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Hobbs Community as the sole member (the "Member") shall be deemed to be references to HCA as the Member.

IN WITNESS WHEREOF, HCA has executed this Addendum on the 16th day of April, 1999.

HCA, INC.

By /s/R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of April 21, 1999 (the "Merger Date"), HCA, Inc. ("HCA") merged with and into Hospital Corp., LLC ("Hospital Corp."), whereupon Hospital Corp. became the sole member of Hobbs Medco, LLC, a Delaware limited liability company ("LLC"). Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to HCA as the sole member (the "Member") shall be deemed to be references to Hospital Corp. as the Member.

IN WITNESS WHEREOF, Hospital Corp. has executed this Addendum on the 21st day of April, 1999.

HOSPITAL CORP., LLC

By /s/John M. Franck II
John M. Franck II
Vice President

ADDENDUM

Effective as of May 4, 1999 (the "Effective Date"), Hospital Corp., LLC ("Hospital Corp.") assigned, transferred and conveyed its 100% limited liability company interest in Hobbs Medco, LLC, a Delaware limited liability company ("LLC"), to Healthtrust, Inc. — The Hospital Company ("Healthtrust"), whereupon Healthtrust became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Hospital Corp. as the sole member (the "Member") shall be deemed to be references to Healthtrust as the Member.

IN WITNESS WHEREOF, Healthtrust has executed this Addendum on the 4th day of May, 1999.

HEALTHTRUST, INC. — THE HOSPITAL COMPANY

By /s/R. Milton Johnson
R. Milton Johnson
Manager

ADDENDUM

Effective as of May 11 , 1999 (the "Effective Date"), Healthtrust, Inc. — The Hospital Company ("Healthtrust") assigned, transferred and conveyed its 100% limited liability company interest in Hobbs Medco, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals, Inc. ("Triad Inc."), whereupon Triad Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Healthtrust as the sole member (the "Member") shall be deemed to be references to Triad Inc. as the Member.

IN WITNESS WHEREOF, Triad Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS, INC.

By: /s/R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Hospitals, Inc. ("Triad Inc.") assigned, transferred and conveyed its 100% limited liability company interest in Hobbs Medco, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals Holdings, Inc. ("Holdings Inc."), whereupon Holdings Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad Inc. as the sole member (the "Member") shall be deemed to be references to Holdings Inc. as the Member.

IN WITNESS WHEREOF, Holdings Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS HOLDINGS, INC.

By: /s/R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of 12:01 a.m. (Eastern Standard Time) on January 1, 2006 (the "Effective Date"), Triad Hospitals, Inc. ("Triad") assigned, transferred and conveyed its 100% limited liability company interest in Hobbs Medco, LLC, a Delaware limited liability company ("LLC"), to Tennyson Holdings, Inc. ("Holdings"), whereupon Holdings became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad as the sole member (the "Member") shall be deemed to be references to Holdings as the Member.

IN WITNESS WHEREOF, Holdings has executed this Addendum on the 1st day of January, 2006.

TENNYSON HOLDINGS, INC.

By: /s/Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President, General Counsel and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 10/24/2000
001537297 — 3306969

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is Las Cruces Medical Center, LLC.

Second: The address of its registered office in the State of Delaware is 2711
Centerville Road Suite 400 in the City of Wilmington.

The name of its Registered agent at such address is Corporation Service Company.

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution.) “The latest date on which the limited liability company is to dissolve is

Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of Las Cruces Medical Center, LLC this 23 day of October, 2000.

By: /s/Michael L. Silhol
Authorized Person

NAME: Michael L: Silhol

LIMITED LIABILITY COMPANY AGREEMENT
OF
LAS CRUCES MEDICAL CENTER, LLC

This Limited Liability Company Agreement of Las Cruces Medical Center, LLC, effective as of October 23, 2000 (this "Agreement"), is entered into by Triad Hospitals Holdings, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et. seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Las Cruces Medical Center, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company,

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for

the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Michael L. Silhol and Donald P. Fay are hereby designated authorized persons, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company, and to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers [in the capacity set forth after their names], each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President and Chief Executive Officer
Michael J. Parsons	Executive Vice President and Chief Operating Officer
Burke W. Whitman	Executive Vice President and Chief Financial Officer
Donald P. Fay	Executive Vice President and Secretary
Michael L. Silhol	Vice President and Assistant Secretary

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware,

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 23rd day of October, 2000.

TRIAD HOSPITALS HOLDINGS, INC.

By /s/Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Hospitals Holdings, Inc.
13455 Noel Road, Suite 2000
Dallas, Texas 75240
Attn: General Counsel

Capital Contribution
Funds necessary to allow the Company to
purchase land and equipment to commence
construction of and eventual operation of an
acute care hospital in Las Cruces, NM.

Limited Liability
Company Interest
100%

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
LAS CRUCES MEDICAL CENTER, LLC

This Amended and Restated Limited Liability Company Agreement of Las Cruces Medical Center, LLC, effective as of December 21, 2004 (this "Agreement"), is entered into by Triad Hospitals, Inc., a Delaware corporation, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of the Company, dated effective as of October 23, 2000.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Las Cruces Medical Center, LLC (the "Company").
2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101. et. seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Member and Capital Contribution. The name and the business address of the Member are set forth on Schedule A attached hereto and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company shall be listed in the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Member (the “Managing Member”). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company’s business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any of the officers of the Managing Member, or by any of the Officers of the Company. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of which shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an “Officer”) shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby appoints the Officers set forth on Exhibit B hereto; and each person who may previously have been designated as an agent or officer of the Company is hereby removed from such office or designation, except to the extent such person shall have been re-appointed to such office as shown on Exhibit B.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company’s funds, cash, securities and other property and shall keep full and accurate

accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquirer. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Whenever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated assignee or assignees. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a

Certificate for Interest, each assignee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member, Managers or Officers. Neither the Member nor any manager or Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. To the fullest extent permitted by the Act the Company shall indemnify and hold harmless each manager, Officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons.

15. Certificate(s) for Interest. The interests in the Company of the members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"). The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from

time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective for all purposes as of the date first above written.

TRIAD HOSPITALS, INC.

By: /s/Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Hospitals, Inc.
5800 Tennyson Parkway
Plano, Texas 75024

Limited Liability
Company Interest
100%

EXHIBIT B

[List of Officers]

<u>Name:</u>	<u>Title:</u>
James D. Shelton	President
Donald P. Fay	Executive Vice President, General Counsel and Secretary
Daniel J. Moen	Executive Vice President
Burke W. Whitman	Executive Vice President
Marsha D. Powers	Senior Vice President
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Rebecca Hurley	Senior Vice President, Associate General Counsel and Assistant Secretary
Robert P. Frutiger	Vice President
James B. Shannon	Vice President
Rosland F. McLeod	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

EXHIBIT C

Form of Assignment and Assumption Agreement
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between _____, ("Assignor") and _____ ("Assignee"), to be effective as of _____.

RECITALS

WHEREAS, Assignor is the sole member in Las Cruces Medical Center, LLC, a Delaware limited liability company (the "Company"); and
WHEREAS, Assignor desires to transfer and assign its member interest in the Company (the "Member Interest") to Assignee, and Assignee desires to accept the Member Interest.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Rights, Title and Interests. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Member Interest in the Company.
2. Assumption of Liabilities. As consideration for the transfer of the Member Interest pursuant to Section 1 above, Assignee hereby assumes all the liabilities and obligations of Assignor relating to the Member Interest, and accepts and agrees to be bound by the provisions of the Amended and Restated Limited Liability Company Agreement of the Company, dated effective as of December 21, 2004, as such may be amended, restated or supplemented from time to time.
3. Deliveries. Each of Assignor and Assignee agrees, at any time and from time to time, upon the request of the other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.
4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters provided for herein, and supercedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement.
5. Amendments. Any amendment to or waiver of any provision of this Agreement shall be in writing and executed by both parties hereto and their respective successors and assigns.
6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

8. Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

Assignor:

Assignee:

EXHIBIT D

Form of Certificate for Interest

CERTIFICATE FOR INTEREST

IN

LAS CRUCES MEDICAL CENTER, LLC

No. _____

[Date]

Las Cruces Medical Center, LLC, a Delaware limited liability company (the "Company"), hereby certifies that ____ (the "Holder") is the registered holder of 100% of the membership interests in the Company, which membership interests are represented by this Certificate. The rights and limitations of the membership interests evidenced hereby are set forth in the Amended and Restated Limited Liability Company Agreement of the Company dated effective as of December 21, 2004, as amended from time to time (the "LLC Agreement"), the terms of which are incorporated herein by reference. Defined terms not otherwise defined herein shall have the meanings assigned to them in the LLC Agreement. Copies of the LLC Agreement are on file in the principal offices of the Company at 5800 Tennyson Parkway, Plano, Texas 75024.

The Holder, by accepting this Certificate, is deemed to have agreed to comply with and be bound by the limitations of the membership interests evidenced hereby, as provided in the LLC Agreement.

The membership interests of the Holder in the Company are transferable only in accordance with the LLC Agreement. This Certificate must, in the event of a transfer of all or any portion of the membership interests in the Company, be surrendered to the Company for cancellation, whereupon a replacement Certificate(s) will be issued to the transferee, in accordance with the provisions of the LLC Agreement.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the undersigned has caused this Certificate for Interest to be executed on the date first above written

LAS CRUCES MEDICAL CENTER, LLC

By _____

ADDENDUM

Effective as of 12:01 a.m. (Eastern Standard Time) on January 1, 2006 (the "Effective Date"), Triad Hospitals, Inc. ("Triad") assigned, transferred and conveyed its 100% limited liability company interest in Las Cruces Medical Center, LLC, a Delaware limited liability company ("LLC"), to Tennyson Holdings, Inc. ("Holdings"), whereupon Holdings became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad as the sole member (the "Member") shall be deemed to be references to Holdings as the Member.

IN WITNESS WHEREOF, Holdings has executed this Addendum on the 1st day of January, 2006.

TENNYSON HOLDINGS, INC.

By: /s/Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President, General Counsel and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/09/1998
981430440 — 2964402

CERTIFICATE OF FORMATION

OF

LEA REGIONAL HOSPITAL, LLC

Under Section 18-201 of the Delaware' Limited Liability Company Act

FIRST: The name of the limited liability company is Lea Regional Hospital, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/ John M. Franck
Name: John M. Franck II
Title: Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
LEA REGIONAL HOSPITAL, LLC

This Limited Liability Company Agreement of Lea Regional Hospital, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Hobbs Community Hospital, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Lea Regional Hospital, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 30th day of December, 1998.

HOBBS COMMUNITY HOSPITAL, INC.

By: /s/ R. Milton Johnson
R. Milton Johnson
Vice President

SCHEDULE A

Member and Business Address
Hobbs Community Hospital, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital Contribution
The assets contributed to the Company
as set forth in a Bill of Sale and
Assignment, effective as of the Effective
Time (as defined therein), between the
Member and the Company.

Limited Liability
Company Interest
100%

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
LEA REGIONAL HOSPITAL, LLC

This Amended and Restated Limited Liability Company Agreement of Lea Regional Hospital, LLC, is entered into by Hobbs Medco, LLC, as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of Lea Regional Hospital, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member agrees as follows:

1. Name. The name of the limited liability company shall be Lea Regional Hospital, LLC (the "Company").
 2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
 3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
 5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.
- The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as

managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any-manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed “securities” within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the 29th day of April, 1999.

HOBBS MEDCO, LLC

By: /s/ John M. Franck
John M. Franck II
Vice President

SCHEDULE A

Member and Business Address
Hobbs Medco, LLC
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck H

Capital Contribution
The assets contributed to the Company as set forth in a Bill of
Sale and Assignment, effective as of the Effective Time (as
defined therein), between the Member and the Company.

Limited Liability
Company Interest
100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/03/1999
991044501 — 3000918

CERTIFICATE OF FORMATION
OF
LONGVIEW MERGER, LLC

Under Section 18-201 of the Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Longview Merger, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of February 3, 1999.

By: /s/ John M. Franck
Name: John M. Franck II
Title: Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:15 PM 04/22/1999
991159356 — 3000918

CERTIFICATE OF MERGER
OF
LONGVIEW REGIONAL HOSPITAL, INC.
INTO
LONGVIEW MERGER, LLC

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act

The undersigned limited liability company and corporation DO HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Longview Merger, LLC (the "LLC")	Delaware
Longview Regional Hospital, Inc.	(the Texas "Company")

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities to the merger.

THIRD: The Company shall be merged with and into the LLC, with the LLC being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be Longview Merger, LLC.

FOURTH: The Certificate of Formation of the LLC at the effective time of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder or member, as the case may be, of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on April 22, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 21st day of April, 1999.

LONGVIEW MERGER, LLC

By: /s/ John M. Franck
Name: John. Franck II
Title: Manager

LONGVIEW REGIONAL HOSPITAL, INC.

By: /s/ R. Milton Johnson
Name: R. Milton Johnson
Title: Vice President

LIMITED LIABILITY COMPANY AGREEMENT
OF
LONGVIEW MERGER, LLC

This Limited Liability Company Agreement of Longview Merger, LLC, effective as of February 3, 1999 (this "Agreement"), is entered into by Longview Regional Hospital, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Longview Merger, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 21st day of April 1999.

LONGVIEW REGIONAL HOSPITAL, INC.

By: /s/ R. Milton Johnson
R. Milton Johnson
Vice President

SCHEDULE A

Member and
Business Address
Longview Regional Hospital, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital
Contribution
\$1.00

Limited Liability
Company Interest
100%

ADDENDUM

Effective as of April 22, 1999 (the "Merger Date"), Longview Regional Hospital, Inc. ("Longview Inc.") merged with and into Longview Merger, LLC, a limited liability company of which Longview Inc. was the sole member ("Merger LLC"), whereupon Healthtrust, Inc. — The Hospital Company, the sole shareholder of Longview Inc. ("Healthtrust"), became the sole member of Merger, LLC. Attached hereto is a copy of the Limited Liability Company Agreement of Merger LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Longview Inc. as the sole member (the "Member") shall be deemed to be references to Healthtrust as the Member.

IN WITNESS WHEREOF, Healthtrust has executed this Addendum on the 22nd day of April, 1999.

HEALTHTRUST, INC. — THE HOSPITAL COMPANY

By /s/ R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Healthtrust, Inc. — The Hospital Company ("Healthtrust") assigned, transferred and conveyed its 100% limited liability company interest in Longview Merger, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals, Inc. ("Triad Inc."), whereupon Triad Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Healthtrust as the sole member (the "Member") shall be deemed to be references to Triad Inc. as the Member.

IN WITNESS WHEREOF, Triad Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS, INC.

By /s/ R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Hospitals, Inc. ("Triad Inc.") assigned, transferred and conveyed its 100% limited liability company interest in Longview Merger, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals Holdings, Inc. ("Holdings Inc."), whereupon Holdings Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad Inc. as the sole member (the "Member") shall be deemed to be references to Holdings Inc. as the Member.

IN WITNESS WHEREOF, Holdings Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS HOLDINGS, INC.

By /s/ R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of 12:01 a.m. (Eastern Standard Time) on January 1, 2006 (the "Effective Date"), Triad Hospitals, Inc. ("Triad") assigned, transferred and conveyed its 100% limited liability company interest in Longview Merger, LLC, a Delaware limited liability company ("LLC"), to Tennyson Holdings, Inc. ("Holdings"), whereupon Holdings became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad as the sole member (the "Member") shall be deemed to be references to Holdings as the Member.

IN WITNESS WHEREOF, Holdings has executed this Addendum on the 1st day of January, 2006.

TENNYSON HOLDINGS, INC.

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President, General Counsel and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/09/1998
9814300492 — 2964430
CERTIFICATE OF FORMATION
OF
LRH, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is LRH, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/John M. Franck II

Name: John M. Franck II

Title: Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 05/07/1999
991183164 — 2964430
CERTIFICATE OF MERGER
OF
HDP LONGVIEW REAL ESTATE, LLC
INTO
LRH, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
LRH, LLC (“LLC 1”)	Delaware
HDP Longview Real Estate, LLC (“LLC 2”)	Delaware

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the “Merger Agreement”) has been approved and executed by each of the constituent entities in the merger.

THIRD: LLC 2 shall be merged with and into LLC I, with LLC I being the surviving entity (the “Surviving Entity”) in the merger, and the name of the Surviving Entity shall be LRH, LLC.

FOURTH: The Certificate of Formation of LLC 1 at the effective date of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on May 7, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 6th day of May, 1999.

LRH, LLC

By: /s/Ronald Lee Grubbs, Jr.

Ronald Lee Grubbs, Jr.

Vice President

LIMITED LIABILITY COMPANY AGREEMENT
OF
LRH, LLC

This Limited Liability Company Agreement of LRH, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Longview Regional Hospital, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is LRH, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael 3. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any. manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent peimitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 30th day of December, 1998.

LONGVIEW REGIONAL HOSPITAL, INC.

By: /s/ R. Milton Johnson

R. Milton Johnson

Vice President

SCHEDULE A

Member and Business Address
Longview Regional Hospital, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital Contribution
The assets contributed to the Company as set forth
in a Bill of Sale and Assignment, effective as of the
Effective Time (as defined therein), between the
Member and the Company.

Limited Liability Company Interest
100%

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

LRH, LLC

This Amended and Restated Limited Liability Company Agreement of LRH, LLC, is entered into by Longview Merger, LLC, as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of LRH, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member agrees as follows:

1. Name. The name of the limited liability company shall be LRH, LLC (the "Company").
2. Purpose. The object and purpose and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as managers in the capacity set

forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Governing Law. This Agreement shall be governed by, -.-And construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the 29th day of April, 1999.

LONGVIEW MERGER, LLC

By: /s/John M. Franck II

John M. Franck II

Vice President

SCHEDULE A

Member and Business Address
Longview Regional Hospital, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital Contribution
The assets contributed to the Company as set forth
in a Bill of Sale and Assignment, effective as of the
Effective Time (as defined therein), between the
Member and the Company.

Limited Liability Company Interest
100%

ADDENDUM

Effective as of April 22, 1999 (the "Merger Date"), Longview Regional Hospital, Inc. ("Longview Regional") merged with and into Longview Merger, LLC ("Longview Merger"), whereupon Longview Merger became the sole member of LRH, LLC, a Delaware limited liability company ("LLC"). Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Longview Regional as the sole member (the "Member") shall be deemed to be references to Longview Merger as the Member.

IN WITNESS WHEREOF, Longview Merger has executed this Addendum on the 22nd day of April, 1999.

LONGVIEW MERGER, LLC

By /s/John M. Franck II

John M. Franck II

Vice President

THIRD AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF

TRIAD OF INDIANA, LLC

Under Section 18-208 of the
Delaware Limited Liability Company Act

This Third Amended and Restated Certificate of Formation of Triad of Indiana, LLC (the "Company") has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to again amend and restate the Amended and Restated Certificate of Formation (the "Certificate of Formation") of the Company, which was filed on November 26, 2002 with the Secretary of State of Delaware.

1. The original name of the Company was Crestwood Medical Center, LLC and its Original Certificate of Formation was filed October 30, 1998.
2. The name of the Company was subsequently changed to Tri-Shell 19 LLC pursuant to the Amended and Restated Certificate of Formation filed October 2, 2002.
3. The name of the Company was subsequently changed again to Triad of Indiana, LLC pursuant to the Second Amended and Restated Certificate of Formation filed November 26, 2002.
3. The Certificate of Formation is hereby again amended and restated in its entirety to read as follows:

"FIRST: The name of the Company is Lutheran Health Network of Indiana, LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, Comity of New Castle."

IN WITNESS WHEREOF, the undersigned has executed this Third Amended and Restated Certificate of Formation as of February 24, 2005.

By: /s/Donald P. Fay

Donald P. Fay

Authorized Person

State of Delaware

Secretary of State

Division of Corporations

Delivered 10:08 AM 02/24/2005

FILED 10:08 AM 02/24/2005

SRV 050153387 — 2964221 FILE

LIMITED LIABILITY COMPANY AGREEMENT
OF
CRESTWOOD MEDICAL CENTER, LLC

This Limited Liability Company Agreement of Crestwood Medical Center, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Triad Hospitals, Inc., as the sole member of the Company (the "Member").

WHEREAS, the Company was formed as a Delaware limited liability company on October 30, 1998 pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18101, et seq., as amended from time to time (the "Act"); and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Formation. The Company has been formed and established as a Delaware limited liability company by the filing of a Certificate of Formation, pursuant to the Act (the "Certificate") with the Secretary of State of the State of Delaware. The Member hereby ratifies, confirms and approves in all respects the actions taken in organizing the Company, including, without limitation, the preparation and filing with the Secretary of State of the State of Delaware of the Certificate (and any amendments and/or restatements thereof), any other certificates (and any amendments and/or restatements thereof) necessary with respect to qualification of the Company to do business.
 2. Name. The name of the limited liability company pursuant to an Amended Certificate is Crestwood Medical Center, LLC (the "Company").
 3. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental to the foregoing.
 4. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
 5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
 6. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and
-

records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

7. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates Donald P. Fay, Hallie K. Ziesmer and any person the Member may designate from time to time as an authorized person, within the meaning of the Act, to execute, deliver and file the Amended and Restated Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business, including, without limitation, amending the name of the Company to Tri-Shell 19 LLC. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President and Secretary
Robert P. Frutiger	Vice President
Michael Silhol	Vice President
Burke W. Whitman	Executive Vice President and Treasurer

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

8. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

11. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

12. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

13. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

14. Liability of Member, Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

15. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

16. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

17. Amendment. This Agreement may be amended from time to time with the consent of the Member.

18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 2nd day of October 2002.

TRIAD HOSPITALS, INC.

By: /s/Donald P. Fay

Donald P. Fay

Executive Vice President

SCHEDULE A

Member and Business Address
Triad Hospitals, Inc.
13455 Noel Road, 20th Floor
Dallas, Texas 75240
Attn: Donald P. Fay

Capital Contribution
\$1.00

Limited Liability Company Interest
100%

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TRIAD OF INDIANA, LLC

This Amended and Restated Limited Liability Company Agreement of Triad of Indiana, LLC, effective as of January 1, 2003 (this "Amended and Restated Agreement"), is entered into by Triad Holdings V, LLC as the sole member of the Company (the "Member").

WHEREAS, the Company was formed as a Delaware limited liability company on October 30, 1998 under the name Crestwood Medical Center, LLC pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et sm., as amended from time to time (the "Act");

WHEREAS, the Company amended its Certificate of Formation on October 2, 2002, changing the name of the Company from Crestwood Medical Center, LLC to Tri-Shell 19 LLC;

WHEREAS, pursuant to a Contribution Agreement effective as of January 1, 2003, Triad Hospitals, Inc., the former sole member of the Company, contributed its limited liability company interest in the Company to the Member on January 1, 2003; and

WHEREAS, the Member desires to enter into this Amended and Restated Agreement to change the name of the Company and to define formally and express the terms of the Company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Formation. The Company has been formed and established as a Delaware limited liability company by the filing of a Certificate of Formation, and an Amendment thereto (collectively, the "Certificates"), pursuant to the Act with the Secretary of State of the State of Delaware. The Member hereby ratifies, confirms and approves in all respects the actions taken in organizing the Company, including, without limitation, the preparation and filing with the Secretary of State of the State of Delaware of the Certificates (and any amendments and/or restatements thereof), any other certificates (and any amendments and/or restatements thereof) necessary with respect to qualification of the Company to do business.
2. Name. The name of the limited liability company is Triad of Indiana, LLC (the "Company").
3. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental to the foregoing.

4. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

6. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

7. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates Donald P. Fay, Hallie K. Ziesmer and any person the Member may designate from time to time as an authorized person, within the meaning of the Act, to execute, deliver and file the Amended and Restated Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business, including, without limitation, amending the name of the Company to Triad of Indiana, LLC. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President and Secretary
Robert P. Frutiger	Vice President
Michael Silhol	Vice President
Burke W. Whitman	Executive Vice President and Treasurer

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

8. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.
9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.
10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.
11. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Amended and Restated Agreement) prior to the dissolution and winding up of the Company.
12. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.
13. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Amended and Restated Agreement or a counterpart of this Amended and Restated Agreement and thereupon shall become the "Member" for purposes of this Amended and Restated Agreement.
14. Liability of Member, Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.
15. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.
16. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.
17. Amendment. This Amended and Restated Agreement may be amended from time to time with the consent of the Member.
18. Governing Law. This Amended and Restated Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the ___ day of December 2002.

TRIAD HOLDINGS V, LLC

By: /s/Donald P. Fay

Donald P. Fay

Executive Vice President

SECOND AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

LUTHERAN HEALTH NETWORK OF INDIANA, LLC

This Second Amended and Restated Limited Liability Company Agreement of Lutheran Health Network of Indiana, LLC, effective as of March 30, 2005 (this "Agreement"), is entered into by Triad Holdings V, LLC, a Delaware limited liability company, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Amended and Restated Limited Liability Company Agreement of the Company (then known as Triad of Indiana, LLC), effective as of January 1, 2003.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Lutheran Health Network of Indiana, LLC (the "Company").
2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101. et. seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

5. Member and Capital Contribution. The name and the business address of the Member are set forth on Schedule A attached hereto and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company shall be listed in the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Member (the "Managing Member"). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company's business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any of the officers of the Managing Member, or by any of the Officers of the Company. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of whom shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an "Officer") shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby appoints the Officers set forth on Exhibit B hereto; and each person who may previously have been designated as an agent or officer of the Company is hereby removed from such office or designation, except to the extent such person shall have been re-appointed to such office as shown on Exhibit B.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company's funds, cash, securities and other property and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquirer. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Whenever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated transferee. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a Certificate for Interest, each transferee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member, Managers or Officers. Neither the Member, any manager nor any Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. To the fullest extent permitted by the Act the Company shall indemnify and hold harmless each manager, Officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons.

15. Certificate(s) for Interest. The interests in the Company of the members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"); provided, however, that nothing contained herein shall be deemed to affect the validity of any Certificate for Interest that may be outstanding on the date of this Agreement. The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity

reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective for all purposes as of the date first above written.

TRIAD HOLDINGS V, LLC

By: /s/Donald P. Fay

Executive Vice President

SCHEDULE A

Member and Business Address
Triad Holdings V, LLC
5800 Tennyson Parkway
Plano, Texas 75024

Limited Liability Company Interest
100%

EXHIBIT B

[List of Officers]

Name:	Title:
James D. Shelton	President
Michael J. Parsons	Executive Vice President
Donald P. Fay	Executive Vice President, General Counsel and Secretary
Daniel J. Moen	Executive Vice President
Burke W. Whitman	Executive Vice President
William L. Anderson	Senior Vice President
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Rebecca Hurley	Senior Vice President, Associate General Counsel and Assistant Secretary
James B. Shannon	Vice President
Karen Flinn	Vice President
Robert P. Frutiger	Vice President
Rosland F. McLeod	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

EXHIBIT C

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between _____, ("Assignor") and _____, ("Assignee"), to be effective as of _____.

RECITALS

WHEREAS, Assignor is the sole member in Lutheran Health Network of Indiana, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, Assignor desires to transfer and assign its member interest in the Company (the "Member Interest") to Assignee, and Assignee desires to accept the Member Interest.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Rights, Title and Interests. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Member Interest in the Company.

2. Assumption of Liabilities. As consideration for the transfer of the Member Interest pursuant to Section 1 above, Assignee hereby assumes all the liabilities and obligations of Assignor relating to the Member Interest, and accepts and agrees to be bound by the provisions of the Second Amended and Restated Limited Liability Company Agreement of the Company, dated effective as of March 30, 2005, as such may be amended, restated or supplemented from time to time.

3. Deliveries. Each of Assignor and Assignee agrees, at any time and from time to time, upon the request of the other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.

4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters provided for herein, and supercedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement.

5. Amendments. Any amendment to or waiver of any provision of this Agreement shall be in writing and executed by both parties hereto and their respective successors and assigns.

6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

8. Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

Assignor:

Assignee:

EXHIBIT D

Form of Certificate for Interest

CERTIFICATE FOR INTEREST

IN

LUTHERAN HEALTH NETWORK OF INDIANA, LLC

No. _____ [Date]

Lutheran Health Network of Indiana, LLC, a Delaware limited liability company (the "Company"), hereby certifies that _____ (the "Holder") is the registered holder of 100% of the membership interests in the Company, which membership interests are represented by this Certificate. The rights and limitations of the membership interests evidenced hereby are set forth in the Second Amended and Restated Limited Liability Company Agreement of the Company dated effective as of March 30, 2005, as amended from time to time (the "LLC Agreement"), the terms of which are incorporated herein by reference. Defined terms not otherwise defined herein shall have the meanings assigned to them in the LLC Agreement. Copies of the LLC Agreement are on file in the principal offices of the Company at 5800 Tennyson Parkway, Plano, Texas 75024.

The Holder, by accepting this Certificate, is deemed to have agreed to comply with and be bound by the limitations of the membership interests evidenced hereby, as provided in the LLC Agreement.

The membership interests of the Holder in the Company are transferable only in accordance with the LLC Agreement. This Certificate must, in the event of a transfer of all or any portion of the membership interests in the Company, be surrendered to the Company for cancellation, whereupon a replacement Certificate(s) will be issued to the transferee, in accordance with the provisions of the LLC Agreement.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the undersigned has caused this Certificate for Interest to be executed on the date first above written

LUTHERAN HEALTH NETWORK OF INDIANA, LLC

By _____

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PM 09/12/1996
960264828 — 2662406

CERTIFICATE OF FORMATION
OF
MASSILLON HEALTH SYSTEM LLC

The undersigned, being the organizer of MASSILLON HEALTH SYSTEM LLC (the “Company”), does hereby state the following for purposes of forming a limited liability company in accordance with the Delaware Code:

ARTICLE 1. NAME The name of the Company shall be MASSILLON HEALTH SYSTEM LLC.

ARTICLE 2. REGISTERED OFFICE AND AGENT. The address of the registered office and the name and the address of the registered agent of the Company are Corporation Service Company, 1013 Centre Road, Wilmington, ‘New Castle County, Delaware 19805.

ARTICLE 3. AUTHORITY. The purpose for which the Company has been formed is to engage in any lawful act, activity or business not contrary to and for which a limited liability company may be formed under the Delaware Code. The Company shall have and exercise all powers, rights and privileges conferred by the laws of Delaware on limited liability companies under the Delaware Code.

ARTICLE 4. OPERATING AGREEMENT. The rights, duties and obligations of the members of the Company shall be governed by an Operating Agreement adopted by the members, as amended from time to time. In the event of any conflict between the provisions of this Certificate of Formation and the Operating Agreement, the provisions of this Certificate of Formation shall govern.

ARTICLE 5. BOARD OF MANAGERS Except as provided in the Operating Agreement, the Company shall be controlled and managed under the direction of a Board of Managers established in the Operating Agreement.

ARTICLE 6. AMENDMENT: Any provision of this Certificate of Formation may be amended as provided in the Operating Agreement.

QHG OF MASSILLON, INC.

By: /s/ Gayle Jenkins

Gayle Jenkins
Assistant Secretary

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION
OF
MASSILLON HEALTH SYSTEM LLC

MASSILLON HEALTH SYSTEM LLC, a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is MASSILLON HEALTH SYSTEM LLC.
2. The certificate of formation of the company is hereby amended by striking out Article 2 thereof and by substituting in lieu of said Article the following new Article:
“2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 9 East Loockerman Street, Dover, Delaware 19901.”

Executed on Jan 25, 2000.

/s/ Gayle Jenkins
Gayle Jenkins Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 05/10/2000
001237112-2662406

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/12/2001
010284303 — 2662406

Certificate of Amendment to Certificate of Formation
of
MASSILLON HEALTH SYSTEM LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is MASSILLON HEALTH SYSTEM LLC
2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company's registered agent and registered office and by substituting in lieu thereof the following new statement:

"The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808."

Executed on 5/12/01

/s/ Michael L. Silhol
MICHAEL L SILHOL, Authorized Person

BYLAWS OF THE ADVISORY BOARD
DOCTORS HOSPITAL OF STARK COUNTY
Massillon, Ohio

DEFINITIONS

1. "Company" means Massillon Health System LLC, a Delaware limited liability company which owns and operates Doctors Hospital of Stark County (the "Hospital") in Massillon, Ohio.
2. "Board of Managers" means the governing authority of the Company. Whenever the word "Board" is used in these Bylaws, it shall mean the Board of Managers, acting through the President of the Company (or his or her designee).
3. "Advisory Board" means the local advisory board of the Hospital.
4. "Chief Executive Officer" (CEO) means the individual appointed to act on behalf of the Company in the overall management of the Hospital. Whenever "CEO" is used in these bylaws, it shall mean the Chief Executive Officer (Administrator) of the Hospital, not the CEO of the Company.
5. "Medical Staff", or "Staff" means all duly licensed physicians, dentists and other licensed professionals who have been granted privileges by the Advisory Board to attend patients in the Hospital.
6. "Executive Committee" means the Executive Committee of the Advisory Board, unless specific reference is made to executive committee of the medical staff.
7. "Physician" means an individual who is fully licensed as a D.O. or M.D. in the State of Ohio.
8. "Clinical Privileges" or "Privileges" means the permission granted to a practitioner by the Advisory Board to render specific professional diagnostic, therapeutic, medical, dental, or surgical services.
9. "Medical Staff Year" means the period from July 1 through June 30 of the succeeding year.
10. "Ex Officio" means service as a member of a body by virtue of an office or position held and, unless otherwise expressly provided, means without voting rights.
11. "Special Notice" means written notification sent by certified or registered mail, return receipt requested.

ARTICLE I. COMPANY

The Hospital shall have a local Advisory Board appointed by and who serve at the pleasure of the Board of Managers. The Advisory Board shall be composed of five (5) to nine (9) persons. The CEO of the Hospital shall serve as Secretary. The President of the Medical Staff shall be an ex officio member. The Advisory Board members shall represent the proper mix of physicians and lay members to advance and preserve the aims and philosophy of the Company. Members are not required to be stockholders of the Company.

ARTICLE II. HOSPITAL PURPOSES

2.1 The purposes of the Hospital shall be:

2.1.1. To provide and manage facilities, personnel and services designed to diagnose and treat patients. Patient care shall be provided to sick, injured or disabled persons without regard to race, creed, color, sex or national origin.

2.1.2. To provide appropriate facilities and needed services to serve best the needs of patients; promote the general health of the community; to encourage education and training of hospital employees and staff appointees; and to maintain the quality of patient care that is achievable commensurate with resources available.

2.1.3. To carry on such education activities related to rendering care to the sick and injured or to the promotion of health as may be justified by the facilities, personnel, funds or other requirements that are, or can be made, available.

2.1.4. To manage, operate or participate in, so far as Hospital policy, circumstances and available funds may warrant, any activity designed and carried on to promote the general health of the community.

ARTICLE III. ADVISORY BOARD MEMBERS

3.1 Qualifications:

Selection of each Advisory Board member shall be based on an individual's ability, with no restriction as to race, creed or sex. Willingness to give as much time as is reasonably requested is required. The nominee must be willing to be available to participate actively in Advisory Board and Committee activities and especially those activities where he/she has a special interest and expertise. The nominee should have experience in organizational and community activities. The art of managing people, money, and property are important considerations. A member must be above political influence.

3.2 Governance:

Unless otherwise provided herein, the Hospital shall be under the authority of the Board of Managers. The business affairs of the Hospital shall be managed under the direction of the Hospital CEO, with advice from the Advisory Board as appropriate. The Advisory Board shall establish bylaws, rules and regulations for the Staff, and rules and regulations for the Hospital Auxiliary organization or for any other similar organization if such organizations exist.

3.3 Conflict of Interest:

Members of the Advisory Board shall not have any undisclosed conflicts of interest with the Hospital. Such conflict situations may be present, for example, if an individual trustee is a supplier of products or services to the Hospital. Each Advisory Board member will sign a statement by which he or she agrees to be bound by the Hospital's policy on conflicts of interest. An Advisory Board member shall absent himself from the discussion

and abstain from voting on any issue in which, or in the outcome of which, such member has an interest other than as a fiduciary of the Hospital. Nothing in this paragraph shall prevent the remaining Advisory Board members from voting on any issue, contract or recommendation.

3.4 Appointment of Members:

Advisory Board members shall be appointed by the Board and shall hold office until a successor is appointed by the Board. The Advisory Board may recommend appointments annually to the Board for its consideration.

3.5 Term:

Members of the Advisory Board shall be appointed for one year terms except that the Hospital CEO and the President of the Medical Staff shall each serve as a member for as long as he/she retains his/her position.

3.6 Vacancies:

Advisory Board vacancies shall be filled by the Board of Managers and may be based on recommendations submitted by the CEO and Advisory Board as set forth in 3.4 above.

3.7 Resignation or Removal of Advisory Board Members:

A member may resign at any time by tendering his resignation in writing to the Advisory Board. The resignation, which may or may not be made contingent on formal acceptance, shall take effect on the date of receipt or at any later date specified in it. Resignation or removal as a member of the Advisory Board shall also constitute resignation or removal as an officer or as a member of any Committee of the Advisory Board. A member of the Advisory Board may be removed at any time by the Board of Managers.

3.8 Compensation of Advisory Board Members:

Advisory Board members shall receive no compensation for any services rendered in their capacities as Advisory Board or Committee members.

3.9 Responsibilities:

The Advisory Board shall be delegated the responsibility by the Board of Managers for the functions enumerated below, subject to Company policies and these Bylaws.

3.9.1. Medical Staff appointments and reappointments, and the granting of staff privileges following recommendations of the Medical Staff.

3.9.2. Suspension or removal of any physician from the Medical Staff and reductions, extensions, suspensions or terminations of privileges in accordance with the provisions of these Bylaws and the applicable provisions of the Medical Staff Bylaws.

- 3.9.3. Adoption of, amendments to, or repeal of, rules and regulations governing the Medical Staff.
- 3.9.4. Decisions regarding quality of service to be made available at the Hospital.
- 3.9.5. Encourage programs for continuing education for Medical Staff appointees and appropriate in-service education programs for Hospital employees, for the purpose of improving clinical and employee performance.
- 3.9.6. Require the development of a quality assurance/improvement program which includes a mechanism for review of the quality of patient care services provided by the Medical Staff and by individuals who are not subject to the Medical Staff privilege delineation process.
- 3.9.7. Review the quality assurance/improvement programs on an ongoing basis.
- 3.9.8. Review periodically the Hospital's Management Plan with the CEO of the Hospital.

ARTICLE IV. MEETINGS

4.1 Annual Meetings:

The annual meeting of the Advisory Board shall be held at such time and place as is designated in the official call, for the purpose of electing officers and for the transaction of such other business as may properly come before the meeting.

4.2 Regular Meetings:

Regular meetings of the Advisory Board shall be held monthly at the Hospital or such other convenient location as may be designated by the Chairperson.

4.3 Special Meetings:

Special meetings of the Advisory Board may be called at any time by the Chairperson or the CEO. The business to be transacted at any special meeting of the Advisory Board shall be limited to those items of business set forth in the notice of the meeting.

4.4 Place and Notice of Meetings:

Advisory Board members shall be given written notice of each meeting of the Advisory Board and such notice shall set forth the time and place of the meeting and notice of the matters of business to be transacted. Such notice shall be signed by the Secretary and delivered to each Trustee either personally or by mail, telephone, telegram or cablegram to his or her residence or place of business as listed in the CEO's office not less than two days prior to the meeting. Business to be transacted at any regular meeting of the Advisory Board shall not be limited to the matters set forth in the notice of meeting. Notice of any meeting of the Advisory Board may be waived by the execution of a written waiver of such notice, either before or after the holding of such meeting, which writing

shall be filed with or entered upon the records of the meeting. The attendance of any Advisory Board member at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver by that Advisory Board member of notice of the meeting.

4.5 Quorum:

A majority of the Advisory Board members then in office shall constitute a quorum for the transaction of business. In addition to those Advisory Board members who are actually present at a meeting, Advisory Board members shall for purposes of these Bylaws be deemed present at such meeting if a telephone or similar communications device by means of which all persons participating in the meeting can hear each other at the same time is used. The act of a majority of the Advisory Board members present and voting at a meeting at which a quorum is present shall be the act of the Advisory Board. After a quorum has been established at a meeting of the Advisory Board, the subsequent withdrawal of Advisory Board members from the meeting so as to reduce the number of members present to fewer than the number required for a quorum shall not affect the validity of any action taken by the Advisory Board at the meeting or any adjournment thereof. A majority of the Advisory Board members present, whether or not a quorum exists, may adjourn any meeting of the Advisory Board to another time and place. Notice of any such adjourned meeting shall be given to the Advisory Board members who are not present at the time of adjournment and, unless the time and place of the adjourned meeting are announced at the time of adjournment, to all Advisory Board members.

4.6 Attendance:

Advisory Board members are expected to attend as many Advisory Board and assigned Committee meetings as possible and to attend the summation conference at the conclusion of each survey by a hospital body such as the American Osteopathic Association ("AOA") or the Joint Commission for of Healthcare Organizations ("JCAHO"). The Chairperson shall review the attendance records of all members annually, and counsel each member whose unexcused absences exceed one-third (1/3) of the regular meetings of the Advisory Board. The Chairperson may either ask for resignation or recommend removal in accordance with Article III, 3.7 of these Bylaws, if such action is deemed appropriate.

4.7 Advisory Board and Committee Action Without a Meeting:

Any action which may be taken at a meeting by the Advisory Board or a committee thereof may be taken without a meeting if a consent in writing setting forth such action is signed by all of the Advisory Board or members of the committee, as the case may be, and is filed in the minutes of the proceedings of the Advisory Board or of the committee.

4.8 Minutes, Attendance, Continuing Education and Orientation:

A written record of all Advisory Board and committee proceedings, attendance, and actions shall be maintained. A written record shall also be maintained of Advisory Board Orientation and Continuing Education. The CEO shall be responsible for seeing that both are accomplished.

ARTICLE V. OFFICERS

5.1 Officers:

The Officers of the Advisory Board shall be the Chairperson, the Vice Chairperson, and the Secretary and such other officers as the Advisory Board shall deem advisable. The CEO shall be Secretary of the Advisory Board. The remaining officers shall be elected by the Advisory Board, from its membership, at its first regular meeting after being appointed. The officers shall hold office for the term of one year or until their successors are appointed or elected and qualified except in the event of their earlier death, resignation or removal.

5.2 Vacancies:

A vacancy in any office because of death, resignation or removal, except in the office held by the CEO, shall be filled by the Advisory Board for the unexpired term of such office.

5.3 Resignation or Removal of Officers:

An officer may resign at any time by tendering his or her resignation in writing to the Secretary of the Advisory Board. The resignation shall take effect on the date of receipt or upon formal acceptance or on a specified date if either is designated therein. An officer, other than the Secretary, may be removed from his office at any time with or without cause by a vote of not less than two-thirds of the whole number of Advisory Board members at any meeting of the Advisory Board.

5.4 Chairperson:

The Chairperson of the Advisory Board shall preside at all meetings of the Advisory Board. He or she shall appoint all committees, if any, and their Chairperson in accordance with Article VI of these Bylaws, and shall be an "ex officio" member of all committees. He or she shall have such other duties and responsibilities as shall be delegated by these Bylaws and by the Board from time to time.

5.5 Vice Chairperson:

In the absence of the Chairperson of the Advisory Board or in the event of that individual's inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson and in so doing shall have all the powers of the Chairperson. The Vice Chairperson shall perform such other duties as from time to time shall be assigned by the Chairperson.

5.6 Secretary:

The Secretary shall keep or cause to be kept all of the official records of the Hospital, shall have charge and custody of all of the funds, financial records and securities of the Hospital unless otherwise required by Company policy, shall record the minutes of the meetings of the Advisory Board, send out all notices of meetings, and perform such other duties as may be prescribed by the Advisory Board or its Chairperson. The Secretary

shall forward copies of all minutes to the President of the Company. The Secretary shall preside at Advisory Board meetings in the absence of the Chairperson and Vice Chairperson.

ARTICLE VI. COMMITTEES

6.1 Standing and Special:

The Chairperson of the Advisory Board may appoint and authorize any standing or special committees as he deems necessary, consistent with these bylaws.

6.2 Committee of the Whole:

The Advisory Board acting as a committee of the whole shall implement the responsibilities listed under 3.9.

6.3 Term of Office:

Each member of a committee shall continue in office on that committee until the next annual meeting of the Advisory Board and until a successor is appointed unless the committee to which the Advisory Board member belongs is sooner terminated by the Advisory Board or unless the member dies, resigns or is removed as a committee or Advisory Board member.

6.4 Committee Meetings:

Meetings of any committee of the Advisory Board may be called by the Chairperson of such committee by giving notice of such meeting, setting forth its time and place and delivered personally or by mail, telephone, telegram or cablegram to the residence or place of business of each member as listed in the CEO's offices at least two days prior to such meeting. Unless otherwise provided in these Bylaws, a majority of the members of any committee shall constitute a quorum for the transaction of business. After a quorum has been established at a committee meeting, the subsequent withdrawal of committee members from the meeting so as to reduce the number of committee members present to fewer than the number required for a quorum shall not affect the validity of any action taken at the meeting. Each committee shall keep minutes of its meetings and report to the Advisory Board as necessary with recommendations.

6.5 Committee Action Without a Meeting:

Actions of any committee may be taken without a formal meeting of such committee if taken in accordance with the provisions of these Bylaws in Article IV, 4.5 or 4.7 as applicable.

6.6 Resignation or Removal of Committee Members:

A member of any committee of the Advisory Board may resign at any time by tendering his or her resignation in writing to the Chairperson of the Advisory Board. Resignation as an Advisory Board member shall also constitute resignation as a member of any

committee of the Advisory Board. The Advisory Board may by a majority vote remove any member from a committee of the Advisory Board with or without cause.

ARTICLE VII. ADMINISTRATION

7.1 Operating Philosophy:

The Board of Managers shall appoint the Chief Executive Officer of the Hospital. The Board may confer with the Advisory Board in selecting the CEO. The CEO of the Hospital shall serve as a liaison with the Board of Managers and as Secretary to the Advisory Board, and shall report to the President of the Company. He or she shall function as chief executive officer of the Hospital, receiving counsel and advice from the Advisory Board on matters delegated to the Advisory Board hereunder.

7.2 Duties of CEO of the Hospital

The authority and duties of the CEO shall include responsibility for:

7.2.1. Carrying out all policies and procedures as established by the Board of Managers.

7.2.2. Reporting to the Advisory Board and to the Medical Staff on the overall activities of the Hospital, to include hospital quality assurance/improvement, risk management and safety programs (including an incident reporting system), as well as on appropriate federal, state and local developments that affect the operation of the Hospital.

7.2.3. Providing the Hospital's quality assurance/improvement committee with adequate support and personnel reasonably required to carry out their quality assurance/improvement activities.

7.2.4. Providing an orientation program for new Advisory Board members and continuing education program for all Advisory Board members, based at least in part on identified needs.

7.2.5. Organizing the functions of the Hospital, delegating duties and establishing formal means of accountability on the part of subordinates.

7.2.6. Establishing, reviewing, and where appropriate, adjusting charges within the framework of policies established by the Board.

7.2.7. Negotiating and finalizing professional, consultant and service contracts, in accordance with Company policy, for submission to the Advisory Board for their review prior to submission to the President for approval.

7.2.8. Establishing such Hospital departments as are necessary.

7.2.9. Implementing a written plan of internal control and a management reporting system for the Hospital.

- 7.2.10. Selecting, employing, controlling, evaluating and discharging of employees, including development of criteria for use in these activities, and developing and maintaining personnel policies and practices for the Hospital.
- 7.2.11. Maintaining physical properties in a good state of repair and good operating conditions.
- 7.2.12. Supervising business affairs to ensure that funds are collected and expended to the best possible advantage.
- 7.2.13. Directing the preparation of annual operating and capital budgets, position controls, and three year plans/forecasts, in accordance with Company policy; reviewing and revising same for presentation to the President for review and approval.
- 7.2.14. Recommending adequate Hospital insurance coverage and directing effective safety and risk management programs.
- 7.2.15. Cooperating with the Medical Staff and with those concerned with the rendering of professional services to the end that a quality of care that is optimally achievable may be rendered to patients.
- 7.2.16. Presenting to the Advisory Board periodic reports reflecting the status of the Hospital and presenting, preparing, and submitting of such special reports as may be required.
- 7.2.17. Attending all meetings of the Advisory Board and committees thereof.
- 7.2.18. Serving as liaison officer and conveying all communications between the Board, the Advisory Board, the Medical Staff and Hospital employees.
- 7.2.19. Being responsible for assuring that the Hospital conforms to the requirements of authorized planning, regulatory, and inspecting agencies; reviewing and acting promptly upon the reports of such agencies.
- 7.2.20. Overseeing Hospital liaison and compliance with the laws and regulations of federal, state and local governmental agencies and with the standards, rules and regulations of the various other accrediting and approval agencies, including the acquisition and maintenance of by the appropriate hospital organization(s).
- 7.2.21. Designating in writing other individuals, by name or position, who are, in order of succession, authorized to act for him during any period of his absence from the Hospital.
- 7.2.22. Assisting any auxiliary organizations of the Hospital with policies, management and services when called upon.
- 7.2.23. Performing any other duty within the express or implicit terms of his duties hereunder that may be necessary for the best interest of the Hospital.

7.2.24. Negotiating, entering into, performing, modifying, and terminating all contracts with physicians in accordance with Company policy. The Advisory Board shall not have authority to negotiate, enter into, perform, modify or terminate any physician contracts.

7.2.25. Purchasing or leasing medical equipment for the Hospital in accordance with Company policy.

ARTICLE VIII. MEDICAL AND DENTAL STAFF

8.1 Organization, Appointments, and Hearings:

8.1.1. The Staff shall operate as a part of the Hospital, through its committees and officers, responsible and accountable to the Advisory Board for the discharge of those duties and responsibilities delegated to it by the Advisory Board from time to time.

8.1.2. The Staff shall undertake periodic review of the Staff Bylaws, Rules and Regulations as set forth in the Staff Bylaws and shall report the results of such reviews to the Advisory Board no less than every other year. In recommending Staff Bylaws to facilitate the functioning of the Staff and to accomplish the purposes set forth in Article II, the Staff shall follow the procedures set forth in the Staff Bylaws. Only such Staff Bylaws as are adopted by the Advisory Board shall be effective and the Advisory Board retain the right to rescind any authority or procedures delegated to the Staff by the Bylaws or otherwise, and to amend the Bylaws as necessary for the good operation of the Hospital.

8.1.3. The Advisory Board shall act upon applications for appointment, reappointment, specific clinical privileges and assignments of responsibilities within the Staff.

8.1.4. The Advisory Board shall appoint only professionally competent practitioners meeting the personal and professional qualifications prescribed in the Staff Bylaws to the Staff. Persons so appointed shall have full responsibility for the treatment of the individual hospital patient subject only to such limitations as the Advisory Board and its designees may impose, and to the Bylaws, Rules and Regulations of the Staff as adopted by the Advisory Board. Appointments shall be for two years, renewable every two years in accordance with the reappointment procedures set forth in the Staff and Hospital Bylaws.

8.1.5. The Advisory Board shall make decisions upon recommendations from the Staff as to the types and extent of professional work permitted to be done by each appointee of the Staff.

8.1.6. The Advisory Board shall make decisions upon recommendations from the Staff in regard to the adoption of amendments to, or repeal of, rules and regulations governing the Staff.

8.1.7. The Advisory Board shall receive and act upon recommendations from the Staff respecting any communications and/or requests presented by the duly authorized representatives of the Staff.

- 8.1.8. From time to time the Advisory Board shall evaluate the number, age, admissions, and hospital activities of appointees in each staff department.
- 8.1.9. All applications for appointment to the Staff shall be in writing and shall be addressed to the CEO of the Hospital. They shall contain full information concerning the applicant's education, licensure, practice, competence, previous performance and hospital experience, and any unfavorable history with regard to licensure and hospital privileges.
- 8.1.10. At its next regular meeting after receipt of a recommendation from the Staff Executive Committee concerning an applicant for Staff appointment or an appointee to the Staff, the Advisory Board shall act in the matter.
- 8.1.11. Whenever a practitioner requests a hearing due to a specific adverse sanction (denials, suspensions, revocations, reductions and limitations of aspects of Staff appointment or clinical privileges) the hearing shall be conducted in accordance with the Fair Hearing Plan appended to these Bylaws or any amendment to or restatement thereof.
- 8.1.12. When the Advisory Board act finally in the matter, it shall send notice of such decision through the CEO by certified mail, return receipt requested, to the applicant or appointee involved. The Advisory Board, the Chief of Staff, the Staff and the department concerned shall also be notified of the decision.
- 8.1.13. If an application is denied by the Advisory Board, the applicant may reapply for appointment to the Staff after the expiration of two years from the date of such denial, unless the Advisory Board provide otherwise in the formal written denial.
- 8.1.14. After the Advisory Board agrees to the appointment or reappointment of an applicant, the CEO shall make available to that applicant a copy of the Bylaws of the Hospital and all such hospital policies and directives as are applicable to appointees to the Staff, and the Bylaws, Rules and Regulations of the Staff in force at that time. The applicant shall sign a statement furnished him by the CEO declaring that he has read and understood these Bylaws, Rules and Regulations and that he specifically agrees to the following undertakings:
- (a) An obligation as an appointee to the Staff to provide continuous care and supervision as needed to all hospital patients for whom he has responsibility;
 - (b) An agreement to abide by all such Bylaws, Policies and Directives of the Hospital, including all such Bylaws, Rules and Regulations of the Staff as shall be in force during the time he is appointed or reappointed to the Staff of the Hospital;
 - (c) An agreement to accept committee assignments and such other duties and responsibilities as shall be assigned to him by the Advisory Board and the Staff.
- 8.1.15. Physicians having contracts with the hospital requiring membership on the medical staff shall achieve membership status by the same procedures of application, review, appointment and reappointment provided for other medical staff members. If the Medical Staff Bylaws, or any other Bylaws, conflict with the provisions of the written

contract between the physician and the Hospital, then and in that event, the provisions of the written contract shall prevail over the Bylaws as written or amended. No amendment to the Medical Staff Bylaws or any other Bylaws shall override the provisions of a physician-Hospital contract regarding termination of staff privileges or otherwise. If there is no provision in the contract regarding staff privileges, then the physicians' medical staff privileges shall not be terminated without the same due process provided for other members of the medical staff.

8.2 Quality Assurance/Improvement Support:

The Advisory Board through the CEO shall assure that the Staff is provided with the administrative assistance necessary to conduct quality assurance/improvement activities in accordance with the Hospital's quality assurance/improvement plan. This includes the services of the Medical Records Department, as well as any other administrative or technical assistance deemed necessary and appropriate to facilitate the Staff's conduct of quality assurance/improvement activities. The nature and the frequency of submission of required reports shall be in accordance with the Hospital's Quality Assurance/Improvement Plan and the Staff Bylaws, Rules and Regulations.

ARTICLE IX. GENERAL PROVISIONS

9.1 Duality of Interest:

Any Advisory Board member, officer, employee, or committee member having an interest in a contract or other transaction presented to the CEO for authorization, approval or ratification shall give prompt, full and frank disclosure of his interest to the CEO prior to action by the CEO on such contract or transaction.

9.2 Indemnification:

The Hospital shall indemnify any present or former appointee of the Board, Advisory Board, officer, employee or agent, including any Staff appointee engaged in Hospital business through committee or other service to the extent and in the manner set forth in these Bylaws, (hereinafter, "Official Acts"). Such indemnity shall be for expenses and costs actually and necessarily incurred by him in connection with the defense or settlement of any pending or threatened action, suit or proceeding to which he is made a party by reason of his being or having been such an official, except in relation to matters as to which he shall be finally adjudged to be liable of willful misconduct amounting to bad faith. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under these Bylaws or any agreement, vote of the Board or insurance purchased by the Hospital.

9.3 Auxiliary and Associated Organizations:

The Advisory Board may authorize the formation of auxiliary and associate organizations to assist in the fulfillment of the purposes of the Hospital. Each such organization shall establish its rules and regulations and make amendments thereto which shall be subject to Advisory Board approval and which shall not be inconsistent with these Bylaws or the

standing rules of the Advisory Board. The services and activities of any individual volunteers who are not members of an organized auxiliary organization will be supervised by administrative delegate.

9.4 Waiver of Notice:

Whenever any notice is required to be given under the provisions of applicable law, of the Operating Agreement, or of these Bylaws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice where such waiver is permitted by state law. All such waivers shall be filed with the Hospital records, or be made a part of the minutes of the relevant meeting.

9.5 Transmittal of Reports:

Reports and other information which these Bylaws require the Staff to transmit to the Advisory Board shall be deemed so transmitted when delivered, unless otherwise specified, to the CEO in his capacity as Secretary to the Advisory Board.

9.6 Procedures:

The Advisory Board and its committees may adopt rules of procedure which shall not be inconsistent with these Bylaws.

ARTICLE X. REVIEW AND REVISION OF BYLAWS

The Advisory Board shall review annually the Advisory Board Bylaws to ensure compliance with applicable law and the requirements of the appropriate hospital accreditation organization(s). Amendments to the Bylaws will be made as follows: These bylaws may be amended by affirmative vote of a two-thirds majority of the members of the Advisory Board, provided a full presentation of such proposed amendments has been published in the notice calling the meeting, and provided the amendments are approved in writing by the Board. In the event that the Advisory Board shall fail to exercise its responsibility and authority, and after notice from the Board of Managers to such effect, including a reasonable period of time for response, the Board of Managers may resort to its own initiative in formulating or amending the Advisory Board Bylaws.

Approved and adopted, effective as of _____, 1996, by:

The Advisory Board:

Chairperson

Secretary

Massillon Health System LLC

President, acting for the Board of Managers

OPERATING AGREEMENT
OF
MASSILLON HEALTH SYSTEM LLC

This Operating Agreement is made effective as of this 24th day of September, 1996 by and among QHG OF MASSILLON, INC. (“Quorum”), CLEVELAND CLINIC FOUNDATION (“Clinic”), and SUMMA HEALTH SYSTEM (“Summa”).

RECITALS

The parties desire to operate a hospital facility and related health care services business in Stark County, Ohio. The parties desire to set forth the rights, duties and obligations of the Members of the Company upon the terms and conditions set forth in this Agreement.

STATEMENT OF AGREEMENT

NOW THEREFORE, the parties agree as follows:

SECTION 1. ORGANIZATION

SECTION 1.1 Formation. The Company was formed as a limited liability company under the Act with all rights and obligations as provided in the Act except as provided in this Agreement. For the purpose of forming the Company, Quorum filed the Certificate of Formation with the Delaware Secretary of State on September 12, 1996. For the purpose of qualifying the Company to do business in Ohio, the Company filed an application for registration with the Ohio Secretary of State. The Board shall cause amendments to the Certificate of Formation and all other filings needed to maintain the Company as a qualified limited liability company to be filed with the Delaware Secretary of State as required under the Act and the Ohio Secretary of State under the Ohio Act. A copy of any amendment to the Certificate of Formation shall be provided to each Member. A copy of the Certificate of Formation and any amendments shall be maintained at the principal office of the Company.

SECTION 1.2 Members. The members of this Company shall consist of Quorum, Clinic and Summa, and such other persons as may be admitted as an additional Member pursuant to section 9.1.

SECTION 1.3 Business and Purpose. The business and purpose of the Company shall be to undertake any lawful activity related to, and in furtherance of, the ownership, operation and management of a community hospital based in Stark County, Ohio or related health care services businesses. The Company may not undertake any other activity or business without the supermajority vote of the Board as provided in section 3.4.

SECTION 1.4 Powers. To carry out the business and purpose of the Company as set forth in section 1.3, the Company shall have and exercise all powers permitted by the Act to be exercised by limited liability companies formed under the laws of the State of Delaware and to do any and all things not prohibited by law in furtherance of the business of the Company.

SECTION 1.5 Principal Office. The principal office of the Company shall be 400 Austin Avenue, N.W., Massillon, Ohio 44646. The principal office may be changed by the Board from time to time. Upon any change of principal office, the Board shall file a notice of change with the Ohio Secretary of State as required under the Act.

SECTION 1.6 Agent for Process. The name and address of the agent for process on the company in Delaware shall be Corporation Service Company, 1013 Centre Road, Wilmington, New Castle County, Delaware 19805. The name and address of the agent for process on the Company in Ohio shall be CSC - - Lawyers Incorporating Service, Corporation Service Company, 16 East Broad Street, Columbus, Ohio 43215. The agent may be changed by the Board at any time. Upon any change of agent, the Board shall file a notice of change with the Delaware and Ohio Secretary of State as required under the Act or Ohio Act.

SECTION 1.7 Definitions. Terms defined in the singular shall include the plural, and vice versa. Pronouns in any gender shall include the masculine, feminine and neuter, as the context requires. All referenced to a "section" refer to this Agreement unless the context otherwise requires. The capitalized terms in this Agreement not elsewhere defined herein shall have the following meaning:

ACT shall mean the Delaware Limited Liability Company Act as adopted by the State of Delaware in Title 6, Subtitle II, Chapter 18 of the Delaware Code Annotated (and the corresponding provisions of any succeeding law regarding limited liability companies), as amended and in effect at such time.

AFFILIATE of any Person shall mean any person directly or indirectly controlling, controlled by or under common control, whether through ownership, agreement or otherwise, with such Person.

AFFILIATION AGREEMENT shall mean the Affiliation Agreement among the Company, Summa, Clinic and the other parties thereto.

AGREEMENT shall mean this Operating Agreement, including all schedules and exhibits hereto, as amended to such time.

ASSESSMENT shall mean the annual contributions or other payments required from each Member for the operations of the Business as determined by the vote of the Board.

ASSUMING MEMBER shall mean any Member that assumes personal liability for the debts, obligations and liabilities of the Company as set forth in section 2.2 and that meets the requirements of Rev. Proc. 95-10 for an Assuming Member. Quorum shall be the initial Assuming Member.

BOARD shall mean the Board of Managers selected pursuant to section 3.3 for the purpose of managing the operations of the Company and who shall serve in the capacity of "Managers" as defined in Act § 518-101(10).

BUSINESS shall mean the community hospital and related health care service business to be operated by the Company as set forth in section 1.3.

BYLAWS shall mean the Bylaws adopted for purposes of regulating the actions of the Board and governing the management of the Company and its business. The initial Bylaws are attached as Exhibit A to this Agreement.

CAPITAL ACCOUNT shall mean the separate Capital Account maintained for each Member under section 4.1 at such time.

CASH AVAILABLE FOR DISTRIBUTION shall mean (i) the sum of (a) all cash receipts from all sources from the operations of the Company during such period, excluding the proceeds of indebtedness of the Company or from the issuance of additional Units for cash, and (b) any reduction (by majority vote of the Board) in reserves established by the Board in prior periods, less (ii) the sum of (aa) all cash disbursements of the Company during such period of time, debt service (including the payment of principal, premium and interest), capital expenditures and redemptions of Units in the Company pursuant to Section 736 of the Code, and (bb) any reserves established by majority vote of the Board as being necessary or appropriate in its reasonable discretion for the operations of the Company or because the distribution of such amounts would be prohibited by applicable law or by any agreement or obligation to which the Company is a party or by which it is bound or its assets are subject.

Cash Available for Distribution for any period shall mean Cash Available for Distribution that is determined to be available for distribution as of the end of that period as provided in section 5.1. Notwithstanding anything in this Agreement to the contrary, the Company shall not make any distributions that would render it insolvent in violation of Act.

Nothing contained herein nor distributions hereunder are intended nor shall be construed or applied to violate the fraud and abuse prohibitions under the Medicare and Medicaid programs.

CASH MANAGEMENT AGREEMENTS shall mean the Security Agreement; UCC Financing Statements; Revolving Line of Credit Note; and Revolving Credit and Cash Management Agreement entered into between the Company and an Affiliate of Quorum.

CLINIC shall mean Cleveland Clinic Foundation, an Ohio nonprofit corporation.

CODE shall mean the Internal Revenue Code of 1986 (or the corresponding provisions of any succeeding law regarding the taxation of income by the United States), as amended and in effect at such time.

COMPANY shall mean the limited liability company created under the Act pursuant to the Certificate of Formation operated pursuant to this Agreement.

EMPLOYEE LEASING AGREEMENT shall mean the Employee Leasing Agreement between the Company and an affiliate or Quorum.

EVENT OF TERMINATION shall mean an event terminating the Company pursuant to section 10.1.

FINAL DISTRIBUTION PROCEEDS shall mean all cash and other property of the Company, if any, remaining for distribution to the Members following an Event of Termination after (i) the payment of the liabilities and obligations of the Company; (ii) the funding of the reserves, if any, pursuant to section 5.3; and (iii) the contribution from a Member of any negative balance in its Capital Account as provided in section 10.4.

INITIAL CAPITAL CONTRIBUTION shall mean the amount of capital contribution required of a Member as a condition of admission to membership.

INTEREST shall mean each Member's interest, or, depending on the context, all Members' interest, in the capital, allocations of Profit or Loss and Federal income tax items, distributions of cash or other property, and all other right, title and interest in the Company and its assets as determined pursuant to this Agreement at such time.

INVOLUNTARY WITHDRAWAL shall mean, with respect to any Member, the death, insanity, bankruptcy, retirement, resignation or expulsion of such Member or any event described in section 18-304 or section 18-801(4) of the Act.

LIQUIDATION shall mean the liquidation (as defined by section 761(d) of the Code and Regulations thereunder) of the Interest of one or more Members within the meaning of section 1.704-1(b)(2)(ii)(g) of the Regulations.

MANAGEMENT AGREEMENT shall mean the Management Agreement between the Company and Quorum or an Affiliate of Quorum.

MANAGEMENT FEE shall mean the payment to Quorum or an Affiliate of Quorum for managing the Company pursuant to the Management Agreement as it may be amended from time to time.

OHIO ACT shall mean the Limited Liability Company Act as adopted by the State of Ohio in Chapter 1705 of the Ohio Revised Code (and the corresponding provisions of any succeeding law regarding limited liability companies), as amended and in effect at such time.

PERSON shall mean any natural person, corporation, partnership, trust or other entity or association, and any government or governmental agency or authority.

PROFIT OR LOSS shall, for any period, mean the Company's taxable income or loss for purpose of Federal income taxation for such period (including all items of income, gain, loss or deduction even if required to be separately stated by section 703(a) of the Code) subject to the following adjustments:

(a) All Company income that is exempt from Federal income taxation (to the extent not included in the computation of the Company's taxable income or loss) shall be added;

(b) All Company expenditures that are not deductible or not properly chargeable to Capital Accounts (including deemed section 705(a)(2)(B) expenditures pursuant to the Regulations under section 704(b) of the Code) for purposes of Federal income taxation pursuant to section 705(a)(2)(B) of the Code (to the extent not included in the computation of the Company's taxable income or loss) shall be subtracted;

(c) If the value of the Company property has been restated in accordance with section 4.1 or if the value of any Company property for purpose of the Members' Capital Accounts is different from the adjusted basis of the property for purpose of Federal income taxation, then in lieu of using the amount of depreciation, amortization or other cost recovery deduction allowable with respect to such property in determining taxable income or loss for purpose of Federal income taxation, an adjusted amount shall be used in compliance with sections 1.704-1(b)(2)(iv)(f) and (g) of the Regulations which adjusted amount shall equal the amount of such depreciation, amortization or other cost recovery deduction for purpose of Federal income taxation multiplied by a fraction, the numerator of which is the value of such property for purpose of the Members' Capital Accounts and the denominator of which is the adjusted basis of such property for purpose of Federal income taxation; and

(d) All income or loss is determined without regard to any adjustment made by the Company under section 743 of the Code.

PURCHASE AGREEMENT shall have the meaning ascribed in section 11.5.

QUORUM shall mean QHG of Massillon, Inc., an Ohio corporation.

REGULATIONS shall mean the income tax regulations (including any temporary regulations) promulgated under the Code, as such regulations may be amended and in effect at such time, including the promulgation of any temporary regulations as final regulations.

SUMMA shall mean Summa Health System, an Ohio nonprofit corporation.

SUPERMAJORITY shall mean: (1) a majority affirmative vote by the managers appointed by Quorum and any Member(s) admitted after the date of this Agreement; and (2) an affirmative vote by the manager appointed by each of Clinic and Summa.

UNIT shall mean the unit of measurement into which the Interests of the Members are divided. Each Member's Interest in the Company shall be denominated in Units, or fractions thereof, each of which Unit initially represents an initial Capital Contribution set forth in section 4.3(a). After the date of this Agreement additional Units may be issued at such time and for such Capital Contribution and such other terms and conditions as the Board shall, in its sole discretion, establish. A Member's "Percentage Share" shall be obtained by converting to a percentage the fraction having as its numerator the number of Units held by such Member and having as its denominator the aggregate number of Units held by all Members at the time. The initial Percentage Share of each Member is set forth in section 4.5. and Exhibit B. Thereafter, such Percentage Share shall be adjusted from time to time in accordance with this section and at all times rounded to the nearest one

thousandth of a percent (.00001). If the aggregate Percentage Shares of all Members do not equal one hundred percent (100.000%), then the Members mutually agree to adjust further their Percentage Shares in the smallest amount necessary to cause the aggregate Percentage Shares of all Members to equal one hundred percent (100.000%). All such adjustments shall be reflected on Exhibit B hereto, which shall be revised as a result thereof through the execution of a revised Exhibit B by the President/CEO and attested by the Secretary of the Company. In case of any conflict between two Exhibits B, the exhibit having the latest date shall be conclusive and binding for all purposes, absent manifest error. A Unit becomes outstanding at the time it is first acquired by a Member and remains outstanding until it is reacquired by the Company or a Liquidation occurs with respect thereto.

VOLUNTARY TRANSFER by a Member shall mean any transfer, encumbrance or other disposition (either directly by sale, pledge, gift, or any other disposition) of any Interest (or any interest therein) by such Member.

SECTION 2. RIGHTS OF MEMBERS

SECTION 2.1 General. Except for the rights specifically granted to the Members pursuant to this Agreement, the sole right of the Members shall be to appoint Managers to the Board of Managers as set forth in the Bylaws. The Members authorize the Board to exercise all of the rights and privileges of the Members and for the management and operation of the Company.

SECTION 2.2 Limited Liability. Pursuant to Act § 18-303(b), the Assuming Member will, by separate instrument attached hereto as Exhibit C, become obligated for all debts, obligations and liabilities of the Company and by virtue of such express assumption by the Assuming Member it is the Assuming Member's express intention and that of the other Members of the Company that the Company lack the corporate characteristic of "limited liability" as described in Regulation section 301.7701-2(d) for as long as the Company is required to lack such corporate characteristic under the Regulations under section 7701 and Rev. Proc. 95-10 in order to remain classified as a partnership for federal income tax purposes. Except as provided above with regard to the Assuming Member, no Member, assignee, manager, board officer or operating officer shall be personally liable for the acts, debts, liabilities, or other obligations of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, assignee manager, board officer or operating officer, employee or agent of the Company. Except as otherwise provided herein (including section 10.4) and by applicable state law, each Member, assignee, manager, board officer or operating officer shall be liable only to make the Capital Contributions that it has agreed to make and for such person's own acts and conduct.

SECTION 2.3 Indemnification. To the maximum extent permitted by law, each Member, board manager, board officer and operating officer of the Company shall be indemnified by the Company against any loss, damage, liability or expense ("Liability") sustained by such Person by reason of such Person's status as a Member, Manager, board officer or operating officer of the Company or any act of such Person performed for or on behalf of the Company or in furtherance of its business or any omission on the parts of such Person,

provided that the act or omission was not the result of gross negligence, willful misconduct or fraud on the part of such Person. Each Member agrees to indemnify, defend and hold harmless the Company and the other Members from and against any liability, including but not limited to, interest, penalties and the reasonable fees of its attorney and disbursements, arising out of or resulting from any material noncompliance by the Member with any covenants, agreements or undertakings of the Member contained in this Agreement.

SECTION 2.4 Management Fee. The Members acknowledge that Quorum or Affiliate or Quorum shall be entitled to the Management Fee for providing certain management services to the Company.

SECTION 3. MANAGEMENT

SECTION 3.1 Board of Managers. Except as provided by the laws of the State of Delaware and in this Agreement, the powers of the Company shall be exercised, its business affairs conducted and its property managed under the direction of the Board. The Board shall consist of the Managers and alternative Managers appointed as set forth in the Bylaws. Notwithstanding anything to the contrary, in the event the membership of a Member is terminated for any reason, no representative of such Member shall be permitted to serve as a Manager. Such Manager shall be removed from the Board as of the effective termination date of the membership of such Member.

SECTION 3.2 Bylaws. The manner in which the Board shall act and procedures used by the Board of the management and conduct of the Company business shall be set forth in the Bylaws, so long as such Bylaws are consistent with the terms of this Agreement. The Bylaws may be amended from time to time by the supermajority of the Board as set forth in section 3.4.

SECTION 3.3 Appointment. The Managers (and alternate Managers) shall be appointed as set forth in the Bylaws.

SECTION 3.4 Actions Requiring Supermajority Vote. Notwithstanding the manner of acting for the Board as set forth in the Bylaws, the following actions shall be binding on the Company only with the supermajority vote of the Board:

(a) Bylaws. Adopt or amend the Bylaws pursuant to section 3.2

(b) Business. Change the Business of the Company as set forth in section 1.3.

(c) Amend. Amend this Agreement or the Certificate of Formation.

(d) Location of Principal Office. Approve the selection of or any change in the location of the Company's principal place of business if outside the city of Massillon, Ohio.

(e) Affiliate Transactions. Except as otherwise authorized in this Agreement, enter into or modify any agreement between the Company and any Member or Affiliate of a Member as permitted by section 7.1.

(f) Voluntary Transfer. Except as provided in section 9.5, and as set forth in section 9.3, the Voluntary Transfer by a Member of the whole or any portion of its Interest.

(g) New Member. Approve the admission of a Competitor (as defined in section 9.6(a)(1)) as a new Member.

(h) Dissolution. Approve the dissolution of the Company under the Act.

SECTION 3.5 Committees. Pursuant to the Bylaws, the Board may, by resolution, designate one or more committees. Such committees shall have and exercise the authority of the Board to the extent provided in such resolution. The designation of such committees and the delegation thereto of such authority shall not operate to relieve the Board, or any individual manager, of any responsibility imposed by law. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board.

SECTION 3.6 Officers. The Board shall elect such officers as set forth in the Bylaws for the purpose of implementing the policies of the Board.

SECTION 3.7 Indemnification. Each Manager and officer shall be indemnified by the Company as set forth in the Bylaws. In the absence of any provision on indemnification in the Bylaws, each Manager and officer shall be indemnified to the full extent permitted by law.

SECTION 4. CAPITAL

SECTION 4.1 Capital Accounts. A separate Capital Account shall be maintained for each Member. No Member shall have any interest in the Capital Account of any other Member. Capital Accounts shall be determined and maintained on the same basis as Capital Accounts are determined and maintained by the Company for purpose of Federal income taxation in accordance with section 1.704-1(b) of the Regulations. The Capital Accounts of each Member shall be maintained by:

(a) Increase. Crediting the Capital Account (1) at the time of each capital contribution with the amount of money and with the fair market value of property contributed with respect to that Member; (2) at the time of assumption or distribution with the amount of all liabilities of the company that are assumed by the Member or that are secured by property distributed to the Member; and (3) as of the last day of each calendar year (or other periods for which Profit or Loss is determined) with the Member's allocation of Profit and other items in the nature of income allocated for that period pursuant to section 6; and

(b) Decrease. Debiting the Capital Account (1) at the time of each distribution with the amount of money and with the fair market value of property distributed as a distribution to the Member pursuant to section 5; (2) at the time of assumption or distribution with the amount of all liabilities of the Member that are assumed by the Company or that are secured by property contributed to the Company; and (3) as of the last day of each calendar year (or other periods for which Profit or Loss is determined)

with the Member's allocation of Loss and other items in the nature of a loss or expenditure allocated for that period pursuant to section 6.

The Capital Accounts of the Members shall also be maintained in accordance with the following provisions:

(c) The Assuming Member and all Members who are also Managers, shall in the aggregate maintain throughout the entire existence of the Company a minimum Capital Account balance equal to the lesser of one percent (1%) of total positive Capital Account balances or \$500,000.

(d) Whenever a Member who is not a Manager nor the Assuming Member makes a capital contribution, the Members who are Managers and the Assuming Member shall in the aggregate immediately contribute to the Company capital equal to 1.01 percent (1.01%) of the capital contribution of the Member who is not a Manager nor the Assuming Member or a lesser amount (including zero) that causes the sum of the Member-Managers and Assuming Member's Capital Account balances to equal the lesser of one percent (1%) of total positive Capital Account balances (determined in accordance with Regulations Section 1.704-1(b)(2)(iv)) for the Company or \$500,000. If no Member at such time has a positive Capital Account balance, then the Member-Managers and the Assuming Member need not have a positive Capital Account balance to satisfy this requirement. Moreover, any other provisions expressly required by Rev. Proc. 95-10 to be included in this Agreement in order for the Company to be taxed as a partnership and not otherwise set forth herein are hereby expressly incorporated herein by reference.

SECTION 4.2 Restatement of Capital Accounts. Upon the events set forth in section 1.704- 1(b)(2)(iv)(f) of the Regulations, the Members shall have the right to restate the value at which Company property is stated for purpose of the Members' Capital Accounts to equal the fair market value thereof. In the event the value of Company property is so restated, the Capital Account of each Member shall be adjusted as if an Event of Termination had occurred where the Company had disposed of all Company property at its fair market value as of the date of the event giving rise to the restatement and had distributed its remaining assets pursuant to section 10.

SECTION 4.3 Funding Obligations. The Members shall have the following funding obligations which shall be credited to the Capital Account of each Member upon payment:

(a) Initial Capital Contribution. The Initial Capital Contribution of Quorum shall be sufficient to fund the purchase of the Hospital at closing under the Purchase Agreement. The Members acknowledge that Quorum's Capital Contribution was made by its contribution of a demand promissory note. The Initial Capital Contribution of Clinic and Summa shall be the contract rights granted to the Company in the Affiliation Agreement which shall be deemed equal in value to an aggregate Percentage Share of the Units of five percent (5%).

(b) Assessments. Assessments in such amounts as determined from time to time by the Board to fund the operations and capital needs of the Company. Assessments shall be made pro rata based on each Member's Percentage Share of the Units outstanding. Such

assessments shall be reasonable when considering the cash available and to be available from other sources and such needs. The Clinic and Summa shall each have the right to determine if they wish to comply with an assessment. If the Clinic or Summa does not comply with an assessment, Quorum shall have the right to pay such assessment and have it treated as an assessment against Quorum and a contribution of capital by Quorum. In such event, Quorum's capital account shall be adjusted pursuant to section 4.1(a) and Quorum shall receive a proportional increase in its number of Units and Percentage Share.

SECTION 4.4 Return of Capital. Except as otherwise provided in this Agreement, no Member shall:

- (a) Demand. Have the right to demand the return of any capital contribution or have priority over any other Member either as to the return of capital contributions or as to any cash or other distribution by the Company.
- (b) Liability. Except for a Member's obligation to restore a negative balance in its Capital Account pursuant to section 10.4, be liable for the return of all or any part of the capital contributions of the other Members. Any such return shall be made solely in cash and solely from the assets of the Company.
- (c) Limitations. Have the right to (i) receive property other than cash in return of capital contributions or as any other form of distribution; (ii) withdraw any part of the Member's capital contributions; or (iii) receive any funds or property of the Company.
- (d) Interest. Have interest accrue or be paid on the capital contributions of such Member.

SECTION 4.5 Units. Upon the contribution of the Initial Capital Contribution, each Member shall be allocated the following Percentage Share of the Units:

Quorum	95%
Clinic	2.5%
Summa	2.5%

The Company shall have no authority to issue certificates evidencing any interests in the Company. The Board acting on behalf of the Company, shall have the right to grant or sell options and other rights, including convertible securities, for the purchase of Units to Persons who provide services or other things of value to the Company, including employees of the Company, and to have the Company purchase, either directly or through a nominee, or to have issued, the Units as necessary or appropriate to permit the Company to fulfill the terms of any such options, rights or purchases. The Board may establish plans for the issuance of such options or rights to such Persons or for the purchase of Units by such Persons.

SECTIONS. DISTRIBUTIONS

SECTION 5.1 Cash Available for Distribution. The Board shall determine as of the end of each calendar quarter (or such other period the Board deems appropriate) the amount of Cash Available for Distribution as of the end of such period to be applied as provided in this section 5.1. Cash Available for Distribution shall be applied within 45 days of the end of each quarter to distribute the balance to all Members in accordance with their Percentage Share of Units.

SECTION 5.2 Final Distribution Proceeds. The Board shall determine the amount of Final Distribution Proceeds following an Event of Termination. All Final Distribution Proceeds shall be applied as provided in this section 5.2 not later than the end of the Company's taxable year in which the Event of Termination occurs (or, if later, the 90th calendar day following the Event of Termination). Notwithstanding the preceding sentence as long as such retention complies with the provisions of section 1.704-1(b) of the Regulations, the Company may (i) establish reasonable reserves for contingent or unforeseen liabilities or obligations pursuant to section 5.3 which need not be distributed until such liabilities or obligations are satisfied; and (ii) with respect to installment obligations and other amounts owed to the Company which are not collected prior to the time the Company is required to distribute its assets, may retain each such obligation until payment is received by the Company. The amount of Final Distribution Proceeds shall be applied to make a distribution to all Members having a positive balance in their Capital Accounts, after giving effect to the allocations pursuant to section 6, in proportion to the positive balances in their Capital Accounts.

SECTION 5.3 Reserves. The Company shall establish such reserves for the operation of the Company and to fund any contingent or unforeseen liabilities or obligations of the Company upon and after an Event of Termination as the Board determines in its reasonable discretion are necessary or appropriate.

SECTION 6. ALLOCATIONS

SECTION 6.1 Allocation of Profits. After giving effect to the special allocations set forth in sections 6.3 and 6.4 hereof, Profits for any fiscal year or other shorter period shall be allocated among Members in accordance with their respective Percentage Shares. The definition of capitalized terms used in this section 6, not previously defined herein are set forth in section 6.8

SECTION 6.2 Allocation of Losses. After giving effect to the special allocations set forth in sections 6.3 and 6.4 hereof, Losses for any fiscal year or other shorter period shall be allocated among Members in accordance with their respective Percentage Shares.

(a) The Losses allocated pursuant to section 6.2 hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Member other than the Assuming Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. In the event some but not all of the Members other than the Assuming Member would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to section 6.2, the limitation set forth in this subsection 6.2(a) shall be applied on a Member by Member basis so as to allocate the maximum permissible Loss to each Member other than the Assuming Member under Section 1.704-1(b)(2)(ii)(d) of the

Regulations. All Losses in excess of the limitation set forth in this subsection 6.2(a) shall be allocated to the Assuming Member.

6.3 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this section 6, if there is a net decrease in Company Minimum Gain during any Company fiscal year or other shorter period, each Member shall be specially allocated items of Company income and gain for such year or other shorter period (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.7042(f)(6) and 1.704-2(j)(2) of the Regulations. This subsection 6.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback Except as otherwise provided in Section 1.7042(i)(4) of the Regulations, notwithstanding any other provision of this section 6 except subsection 6.3(a), if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year or other shorter period, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such year or other shorter period (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This subsection 6.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations Section 1.704- 1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this subsection 6.3(c) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this section 6 have been tentatively made as if this subsection 6.3(c) were not in this Agreement.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Company fiscal year or other shorter period that is in excess of the sum of (i) the amount such Member is obligated to restore, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this subsection 6.3(d) shall be made if and only to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this section 6 have been tentatively made as if subsection 6.3(c) hereof and this subsection 6.3(d) were not in this Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other shorter period shall be specially allocated among the Members, in accordance with their respective Percentage Shares.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other shorter period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of his or her Interest, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(h) Allocations Relating to Taxable Issuance of Company Units. Any income, gain, loss or deduction realized as a direct or indirect result of the issuance of Units by the Company to a Member (the "Issuance Items") shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

(i) Imputed Interest. To the extent the Company has taxable interest income with respect to any promissory note pursuant to Section 483 or Sections 1271 through 1288 of the Code:

(1) Such interest income shall be specially allocated to the Member to whom such promissory note relates; and

(2) The amount of such interest income shall be excluded from the capital contributions credited to such Member's Capital Account in connection with payments of principal with respect to such promissory note.

SECTION 6.4 Curative Allocations. The allocations set forth in subsections 6.2(a), 6.3(a), 6.3(b), 6.3(c), 6.3(d), 6.3(e), 6.3(f) and 6.3(g) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this section 6.4. Therefore, notwithstanding any other provision of this section 6 (other than the Regulatory Allocations), the Board shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to sections 6.1, 6.2, 6.3(h), 6.3(i), and 6.5. In exercising its discretion under this section 6.4, the Board shall take into account future Regulatory Allocations under subsections 6.3(a) and 6.3(b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under subsections 6.3(e) and 6.3(f).

6.5 Other Allocations Rules.

(a) Basis for Determining Profits or Losses. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board on a consistent basis using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Distributions of Cash treated as proceeds from Nonrecourse Liability or Member Nonrecourse Debt. To the extent permitted by Sections I.704-2(h)(3) of the Regulations, the Board shall endeavor to treat distributions of cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

(c) Allocations of Items Not Otherwise Allocated. Except as otherwise provided in this Agreement, all items of Company income, gain, credit, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for such fiscal year or other shorter period.

(d) Allocations Binding. The Members are aware of the income tax consequences of the allocations made by this section 6 and hereby agree to be bound by the provisions of this section 6 in reporting their respective shares of Company income and loss for income tax purposes. The Members further intend that pursuant to Regulations Section 1.704-1(b)(3), the Members' respective interests in the Company are equal to their respective Percentage Shares for purposes of complying with Section 704(b) of the Code.

SECTION 6.6 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

In the event the Gross Asset Value of any Company asset is adjusted pursuant to subsection 6.8(h)(2) hereof, subsequential allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this section 6.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

SECTION 6.7 Allocations with Respect to Transferred Interests.

(a) General Rule. If any Member's Interest is transferred, or is increased or decreased by reason of the admission of a new Member, or otherwise, during any fiscal year or other shorter period of the Company, Profits or Losses and any other item of income, gain, loss, deduction or credit of the Company for such fiscal year or other shorter period shall be allocated among the Members in accordance with their varying respective Percentage Shares which they had from time to time during such fiscal year or other shorter period in accordance with Code Section 706(d).

(b) Accounting Convention. For convenience in accounting, the Company may, to the extent permitted by law, treat a transfer of an Interest, or an increase or decrease of a Member's Percentage Share, that occurs at any time during a month (commencing with the month including the date of this Agreement) as having been consummated on the first day of that month, regardless of when during that month, the transfer, increase or decrease actually occurs, or adopt such other convention as the Board may lawfully select.

(c) Sale or Other Disposition of All Assets. Notwithstanding anything in section 6.6 to the contrary, gain or loss of the Company realized in connection with the sale or other disposition of all or substantially all Company Property and/or the liquidation of the Company shall be allocated only to Members who own Interests as of the date such transaction occurs.

SECTION 6.8 Allocation Definitions.

(a) Adjusted Capital Account Deficit shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year or other shorter period, after giving effect to the following adjustments:

(1) Credit to such Capital Account any amounts which such Member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(2) Debit to such Capital Account the items described in Sections 1.704- 1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(b) Nonrecourse Deductions has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(c) Nonrecourse Liability has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(d) Member Nonrecourse Debt has the meaning set forth in Section 1.704-2(b)(4) of the Regulations for “Partner Nonrecourse Debt” after substituting therein the word “Member” in place of the word “Partner”.

(e) Member Nonrecourse Debt Minimum Gain means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(f) Member Nonrecourse Deductions has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations for “Partner Nonrecourse Deductions” after substituting therein the word “Member” in place of the word “Partner”.

(g) Company Minimum Gain has the meaning set forth in Regulations Sections 1.704- 2(b)(2) and 1.704-2(d) for “Partnership Minimum Gain” after substituting therein the word “Company” in place of the word “Partnership”.

(h) Gross Asset Value shall mean, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset as determined by the Members and the Company;

(2) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (a) the acquisition of an additional Interest by any new or existing Member in exchange for more than a de minimis capital contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an Interest; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (a) and (b) above shall be made only if the Board reasonably determines that such

adjustments are necessary or appropriate to reflect the relative economic rights of the Members in the Company;

(3) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution as determined by the distributee and the Board; and

(4) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and section 6.5 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subsection 6.8(h)(4) to the extent the Board determines that an adjustment pursuant to subsection 6.8(h)(2) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection 6.8(h)(4).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsections 6.8(h)(1), 6.8(h)(2) or 6.8(h)(3) such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

SECTION 7. OBLIGATIONS OF MEMBERS

SECTION 7.1 Related Party Transactions. No transaction or contract to which the Company is or may be a party shall be void, voidable or a breach of fiduciary duty for reason that any Member, or any Affiliate of the Member, is a party thereto. The Company is expressly permitted to enter into transactions with any Affiliates, Affiliates of Members or other Persons in which the Company or its Affiliates have an ownership or investment interest or that have an Interest in the Company, provided that the terms of the transactions are not less favorable to the Company than the terms generally governing comparable transactions between unrelated parties in the geographic area in which the Company is located. Additionally, the Company may obtain loans from its Members which are commercially reasonable. Each Member acknowledges that the Company and the Members, or Affiliates thereof, may enter into certain service agreements with respect to the Business pursuant to which the Member or Affiliate thereof shall be entitled to certain compensation as set forth in such agreement. The Company is authorized to enter into the Affiliation Agreement, Employee Leasing Agreement, Management Agreement and Cash Management Agreements. Except for the Affiliation Agreement, Management Agreement, and Cash Management Agreements, or agreements which comport with the first three sentences of this section 7.1, the related party agreements and any amendments thereto must be approved by the supermajority vote of the Board, as set forth in section 3.4.

SECTION 7.2 Business Activities of Members. Each Member and its Affiliates may engage in other business activities without liability or accounting to the Company. Each Member may participate in other preferred provider organizations, health maintenance organizations or other health care provider businesses, as long as such participation does

not preclude the Member from complying with the requirements of the Business and does not violate section 7.3. It shall not be deemed a breach of any Member's duty of loyalty to the Company for that Member to pursue, for that Member's own benefit, any opportunity outside the Area (as defined in section 7.3).

SECTION 7.3 Non-Compete Restriction. Each of the Members agree that from the date of this Agreement until the later of (i) a date when Quorum, Clinic and Summa and their Affiliates are no longer Members, or (ii) twelve months after any termination of the Affiliation Agreement, each of Quorum, Clinic and Summa hereby grant the Company a right of first refusal to develop, acquire or operate all new ventures, enterprises, undertakings or business proposals (other than entering into a non-exclusive provider agreement with a physician) of any kind (a "Proposed Venture") proposed to be developed, acquired or operated by either Quorum or its Affiliates or Clinic or its Affiliates or Summa or its Affiliates wherein the facilities of such Proposed Venture are to be located within an area (the "Area") within a five (5) mile radius of the facilities of the Company at 400 Austin Avenue, N.W., Massillon, Ohio but excluding the area presently constituting the contiguous main campus of Altman Hospital located at 2600 Sixth Street, S.W., Canton, Ohio; provided, that if Quorum, Clinic or Summa or any of their Affiliates acquire or enter into a joint venture or similar arrangement with an acute care hospital or health system based primarily outside the Area the foregoing right of first refusal shall not apply to existing facilities of the acquired entity or system which are already located in the Area as of the date of such acquisition, joint venture or similar arrangements if the acquiring party shall have undertaken reasonable efforts to cause such existing facilities in the Area to be reasonably offered to the Company and such efforts shall have been unsuccessful. The foregoing notwithstanding, "reasonable efforts" shall not include any action by the acquiring party which, in the reasonable judgment of such party, is reasonably anticipated to impair consummation of an acquisition, joint venture or similar arrangement or require any material concession by such party in the negotiations therefore. Each of the Members represent and warrant that with respect to that party and its Affiliates it does not directly or indirectly own or operate any business facilities of any kind within Stark County except that owned by the Company.

(a) **Venture Offer.** Prior to developing, acquiring or operating any Proposed Venture that is subject to the terms of this section 7.3, Quorum, Clinic or Summa, as applicable, shall give to the Members and Company written notice (the "Venture Notice") which shall include a detailed description of the Proposed Venture and an offer (the "Venture Offer") to the Company to develop, acquire or operate the Proposed Venture.

(b) **Venture Period.** The Venture Offer shall be irrevocable for a period ending at 11:59 p.m., local time at the Company's principal place of business, on the thirtieth (30th) day following the day the Members and Company receive the Venture Notice (the "Venture Period").

(c) **Acceptance of Venture Offer.** At any time during the Venture Period, the Board may accept or waive the Company's right to accept the Venture Offer on behalf of the Company by giving written notice of such acceptance or waiver to Quorum, Clinic or Summa, as applicable.

(d) Failure to Accept First Refusal Offer. If the Venture Offer is not accepted by the Company in the manner provided herein, Quorum, Clinic or Summa, as applicable, may commence the development, acquisition or operation of the Proposed Venture (but it shall be limited solely to the matters and pursued in the manner described in the Venture Offer) at any time within three months after the last day of the Venture Period. If the Proposed Venture is not commenced within the preceding time period, Quorum, Clinic or Summa, as applicable, will be required to make a new Venture Offer before commencing the Proposed Venture.

SECTION 7.4 Expenses. With respect to Company approved activities, each Member shall be reimbursed by the Company for all reasonable and necessary expenses approved in advance by the Company and directly and reasonably incurred by it as a Member in the conduct of any Company business; provided that the Member shall submit reasonable documentation to the Board with respect to such expenses prior to receiving any reimbursement thereof.

SECTION 7.5 Compensation. Except for the fees paid to Quorum or an Affiliate of Quorum pursuant to agreements complying with section 7.1, or with the supermajority vote of the Board, no Member or Affiliate thereof shall be entitled to any salary or other compensation from the Company. The compensation for each Member shall be the Cash Available for Distribution under this Agreement and any payment made pursuant to the agreements between the Company and the Member or Affiliate thereof.

SECTION 7.6 Company Property. All real or personal property acquired by or contributed to the Company shall be Company property and title shall be held in the name of the Company. No Member individually shall have any beneficial ownership of such property or the right to have any such property partitioned. No Company property shall be withdrawn or otherwise distributed to any Member unless the Board determines such property is not needed in the operation of the Company, and the distribution shall not impair the solvency of the Company. In such event, unless otherwise agreed upon by the vote of the Members, the Company property shall be distributed to each Member in the proportion of each Member's respective interest in the Company determined as if an Event of Termination had occurred where the Company had disposed of the Company property at its fair market value as of the date of the distribution of the Company property and had distributed its remaining assets pursuant to section 10.

SECTION 7.7 Status of Company for Tax Purposes. The Members intend that the Company be classified as a partnership for federal income tax purposes. The Members shall be under a continuing obligation to perform their duties and responsibilities under this Agreement in light of such intention, and the Company shall do any and all things and acts necessary or appropriate to maintain such classification. The Members understand and acknowledge that the Company shall be treated as a partnership for all Delaware and Ohio state and local taxes if the Company is so classified for federal income tax purposes. Any provisions required by Rev. Proc. 95-10 as it may be amended, supplemented or superseded to be expressly included in this Agreement with respect to a manager-managed (as opposed to a member-managed) limited liability company in order for the Company to be taxed as a partnership and not otherwise set forth herein are hereby expressly incorporated herein by reference. The Company shall do any and all things and

acts reasonably necessary or appropriate in order to prevent the Company from becoming a “publicly traded partnership” within the meaning of Section 7704 of the Code and the Regulations thereunder.

SECTION 7.8 Net Worth Representation. After making its initial Capital Contribution as described in section 4.3 hereof, and as of the date of this Agreement, the assets of the Assuming Member (other than its interest in, or claims against, the Company and any other partnerships or limited liability companies in which the Assuming Member owns an interest) shall have an aggregate value exceeding the Assuming Member’s aggregate liabilities, both the assets and liabilities being recorded and reported as required by Rev. Proc. 72-13 (such assets less such liabilities being hereinafter referred to as “Net Worth”), by an amount equal to no less than the amount of Net Worth required of such Assuming Member in order to satisfy the requirements applicable to “manager-managed” limited liability companies under Rev. Proc. 95-10.

SECTION 8. ACCOUNTING

SECTION 8.1 Books and Records. The books and records of the Company shall be kept in sufficient detail to determine the Profit and Loss and the Federal income tax items of the Company for each period for which an allocation is to be made pursuant to this Agreement. The Company shall also keep such books and records in sufficient detail so as to permit preparation of financial statements in accordance with generally accepted accounting methods and principles of such period. Such books and records and financial statements together with any other records and documents required to be made available by the Company for inspection under the Act shall be maintained at the principal office of the Company. Such documents shall be open for inspection and examination, copying, verification or audit thereof by any Member or its duly authorized representative, at the expense of such Member. The Company shall cooperate with any Member in any such reasonable inspection, examination, verification or audit.

SECTION 8.2 Accounting Period and Basis. The accounting period and taxable year of the Company shall be the period specified in section 6.1. The Company shall prepare all financial statements on the accrual method of accounting or such other reasonable accounting method selected by the Board.

SECTION 8.3 Tax Matters Partner. Quorum shall act as the Tax Matters Partner as defined in section 6231(a)(7) of the Code. The Company shall provide the Members with a copy of all correspondence and shall keep the Members reasonably informed of any audit, administrative or judicial proceedings involving the potential adjustment at the Company level of any item required to be taken into account by the Members for purpose of Federal income taxation. If any controversy develops with the Internal Revenue Service or any other taxing authority involving the Company, either directly or indirectly, the Board may in respect thereof incur expenses on behalf of the Company which it deems necessary and advisable in the interest of the Company including, without limitation, attorneys’ and accounting fees. The Tax Matters Partner may execute or agree to a settlement or compromise of such controversy, waive or extend the statute of limitation, choose the forum for litigation and file amended tax returns only with the consent of the Board.

SECTION 8.4 Tax Elections. The Board shall have the responsibility for making (and revoking) all tax elections on behalf of the Company (and which are to be made by the Company as opposed to the Members) under the Code.

SECTION 9. LIMITATIONS UPON TRANSFER

SECTION 9.1 Admission of New Member. A new Member may be admitted only upon the vote of the Board and shall be effective only if:

- (a) Approval. The admission of the new Member satisfies the membership criteria established by the Board from time to time;
- (b) Capital Contribution. The proposed new Member has paid in the Initial Capital Contribution in accordance with section 4.3(a) or contributed property, services or other items equivalent thereto and deemed adequate by the Board;
- (c) Assumption. The proposed new Member shall have agreed in writing to assume all obligations as a Member under, and to be bound by, this Agreement; and
- (d) Documents. The proposed new Member shall have executed such documents as the Company may reasonably require for effecting such admission.
- (e) Preemptive Rights. Clinic and Summa shall have received an opportunity to maintain their respective Percentage Share by purchasing a pro rata portion of any new Units issued by the Company, which right shall be exercised within 10 days of notice to Clinic and Summa on the terms and conditions contained in such notice.

SECTION 9.2 Resignation. No Member may resign as a Member from the Company except with the written consent of the other Members. The resignation of the Member shall be treated as a Voluntary Transfer and offer to sell the Interest of such Member as provided in section 9.5.

SECTION 9.3 Voluntary Transfer. Except as provided in section 9.5, no Member may make a Voluntary Transfer of the whole or any portion of its Interest, without the supermajority vote of the Board pursuant to section 3.4. Any Voluntary Transfer in violation of this section 9.3 shall be treated as a resignation by such Member and an offer to sell the Interest of such member as provided in section 9.5.

SECTION 9.4 Involuntary Withdrawal. Upon the Involuntary withdrawal of any Member, the Company shall be dissolved unless within 90 days thereof Quorum, Clinic and Summa (or Members holding a majority of all Interests in the Company if Quorum, Clinic and Summa do not collectively hold a majority in Interests (as such phrase is defined in Revenue Procedure 94-46) in the Company) elect to continue the business of the Company. The Involuntary Withdrawal of the Member shall be treated as an offer to sell the Interest of such Member as provided in section 9.6. In the event the remaining Members do not purchase the Interest of the withdrawing Member and continue the business of the Company upon the Involuntary Withdrawal of a Member, the successor in

interest may, upon the written consent of the other Members, become a transferee with respect to the Interest of the Member with the rights set forth in section 9.8.

SECTION 9.5 Purchase Right. Subject to the provisions of subsection (d) of this section 9.5, upon the Voluntary Transfer by a Member (“Selling Member”), the other Members (“Purchasing Members”) shall have the right to purchase (“Purchase Right”) the Interest of the Selling Member as provided in this section 9.5. Any purported Voluntary Transfer other than pursuant to this Agreement is null and void and the Company shall not give any effect to any such attempted Voluntary Transfer. The terms of the Purchase Right are as follows:

- (a) **Offer By Selling Member.** In the event a Selling Member desires to make a Voluntary Transfer, it shall make an offer in writing to the Purchasing Members (the “Offer”), and the Offer shall include: (i) a statement of the Selling Member’s intention to make a Voluntary Transfer, (ii) the name(s) and address(es) of the prospective third party transferee(s), (iii) the number of Units involved in the proposed third party transaction, and (iv) the full terms and conditions of the transaction (which shall include, but not be limited to, a detailed description of the transaction, including the names and addresses of all parties thereto, and the price, time, method and other conditions of payment), including a true copy of the bona fide written offer presented to the Selling Member by the prospective third party transferee(s) (the “Third Party Offer”).
- (b) **Acceptance of Offer.** The Purchasing Members may, at each of their option, provide a written notice to the Selling Member of their acceptance of the Offer within 60 days of the date the Purchasing Members received the Offer. If the Offer is not accepted by all Purchasing Members, then any accepting Purchasing Member shall have the right to purchase all of the remaining Units involved in the Offer within the succeeding 15 day period. If not all of the Units described in the Offer have been accepted in the fashion described above, the Offer shall be deemed not accepted by any Purchasing Members. If there is more than one Purchasing Member, the Purchasing Members shall be entitled to purchase pursuant to the Offer in proportion to their respective Percentage Share of Units at the time of the Offer. If the Offer is not accepted, the Selling Member may make a bona fide Voluntary Transfer to the third party transferee named in the statement attached to the Offer but only in strict accordance with the Third Party Offer.
- (c) **Purchase Price Determination.** The purchase price and the terms and conditions subject to the Offer shall be the same as set forth in the Third Party Offer. The closing of the purchase shall take place at the principal office of the Company and shall occur within 30 days of acceptance of the Offer. At closing, the purchase price shall be paid in accordance with the manner set forth in the Third Party Offer, provided that if the Third Party Offer includes any consideration other than cash, the Purchasing Member(s), at their option, may pay in cash the fair market value of such non-cash consideration.
- (d) **Exceptions.** The provisions of this section 9.5 are subject to and only arise to the extent that they are not in conflict with (and the rights are subordinate to) any provisions in the Purchase Agreement. The following sales shall be exempt from the provisions of sections 9.3 and 9.5: (i) sale of Interests to physicians practicing within the marketplace served by the Company who are members of the medical staff of the Company’s hospital;

(ii) any Voluntary Transfer by Quorum of up to an aggregate maximum of ten percent (10%) of the Units beneficially owned by Quorum; (iii) a bona fide pledge and bona fide foreclosure or transfer in lieu of foreclosure and transfer thereafter; and (iv) any transfer by Quorum of its Units to one of its Affiliates provided that such Affiliate agrees to be bound hereby.

SECTION 9.6 Purchase Option. Clinic and Summa (“Purchasers”) shall have the option to purchase (“Change In Control Option”) the Interest of Quorum for a price and upon the terms set forth in this section 9.6. Additionally, upon the Involuntary Withdrawal of a Member (the “Selling Member”) the other Members (“Purchasing Members”) shall have the right (the “Involuntary Withdrawal Option”) to purchase the Interest of the Selling Member for a price and upon the terms set forth in this section 9.6.

(a) Exercise. The Change In Control Option and Involuntary Withdrawal Option may be exercised by the Purchasers as follows:

(1) Change of Control. In the event of a Change In Control, as defined herein, of Quorum Health Group, Inc. (“QHG”) in which a Competitor, as defined herein, acquires control of QHG, the Purchasers may exercise the Change In Control Option by giving written notice to Quorum at any time during the 20 day period following a Change In Control of QHG. For purposes of this section 9.6, a “Change In Control” of QHG shall be deemed to have occurred upon the happening of any event, transaction or series of transactions (including, without limitation, a purchase of outstanding or newly issued voting securities, merger, consolidation or business combination) that results in a Competitor increasing its ownership of voting securities of QHG (or an entity that owns fifty percent (50%) or more of the voting securities of QHG) to be in excess of fifty percent (50%) of all outstanding voting securities of QHG (or an entity that owns fifty percent (50%) or more of the voting securities of QHG) as of such date. For purposes of this section 9.6, “Competitor” means Columbia/HCA Healthcare Corporation, University Hospitals of Cleveland and any entity which succeeds to ownership of 50% or more of the voting securities or all or substantially all of the assets of such entities.

(2) Involuntary Withdrawal. The Purchasing Members may, at each of their options, provide written notice to the Selling Member suffering an Involuntary Withdrawal of their intention to exercise their Involuntary Withdrawal Option as provided in this section 9.6 within 15 days of the date the Purchasing Members receive notice of the event of Involuntary Withdrawal. If there is more than one Purchasing Member, the Purchasing Members shall be entitled to purchase in accordance with their respective Percentage Share of Units at the time of the written notice to the Selling Member.

(3) Exceptions. The provisions of this section 9.6 are subject to and only arise to the extent that they are not in conflict with (and the rights are subordinate to) any provisions in the Purchase Agreement.

(b) Purchase Price Determination. Within 20 days of the date of the exercise of a Change In Control Option or Involuntary Withdrawal Option, the affected Members shall mutually agree upon a purchase price for the Interest being sold. If the affected Members are unable to mutually agree upon a purchase price, the affected Members shall mutually

select a disinterested appraiser to evaluate the Business and determine the fair market value of the Business. If the affected Members cannot select an appraiser, then the American Arbitration Association shall be petitioned to designate an appraiser. The cost of the appraisal and any necessary arbitration shall be paid one-half by the seller and one-half by the purchasers. The appraiser shall provide a written notice ("FMV Notice") to each affected Member of its determination of the fair market value, which determination shall be binding upon the affected Members. The purchase price for the Interest being acquired pursuant to this section 9.6 shall then be the product of (i) the fair market value of the Business pursuant to the FMV Notice multiplied by (ii) the Percentage Share of Quorum or the Selling Member, respectively.

(c) Closing. The closing of the purchase pursuant to this section 9.6 shall take place at the principal place of business of the Company as such time and during reasonable business hours on such day as designated by the Purchasers or Purchasing Members, provided that such closing shall not be later than 10 days after the purchase price has been determined in accordance with section 9.6(b). Unless otherwise agreed by the Members, the purchase price shall be payable in cash.

SECTION 9.7 Required Return. In the event the Affiliation Agreement expires without being renewed or is terminated for any reason other than termination by Quorum without cause and Company is not participating in a successor agreement or arrangement similar to the Affiliation Agreement which is otherwise acceptable to Company as granting comparable benefits in Company's sole discretion, then the Interest of Summa and Clinic shall be deemed immediately transferred to Quorum, Inc. or its assigns and Summa and Clinic shall no longer have any rights or interest in the Company, under this Agreement or otherwise. In addition, in the event of a "Partial Termination" of the Affiliation Agreement (as defined in section 3.3 of the Affiliation Agreement) by Clinic or the Company, then Clinic's Interest shall be deemed immediately transferred to Quorum, Inc. or its assigns and Clinic shall no longer have any rights or interest in the Company, under this Agreement or otherwise.

SECTION 9.8 Rights of Substitute Member. Unless admitted as a substitute Member pursuant to this section 9.8, any transferee of a Member shall not be entitled to any other rights or privileges of a Member, including without limitation, any rights to inspect Company records or have representatives on the Board. If such transferee is not admitted as a substitute Member, then the rights attributed to the Interest held by the transferee shall not be deemed allocated or otherwise be deemed outstanding for any provision of this Agreement. A transferee of an Interest pursuant to any transfer in accordance with the provisions of this Agreement shall succeed to the Capital Account representing the transferred Interest. A transferee of the whole or any portion of any Interest of a Member shall become a substitute Member with respect to such Interest only if:

(a) Approval. The admission of the substitute Member has been approved by the vote of the Board.

(b) Request. The transferring Member shall have forwarded to the Company a request for admission of the substitute Member, duly executed by the transferring Member and the proposed substitute Member.

(c) Assumption. The proposed substitute Member shall have agreed in writing to assume all obligations of it as a Member under, and to be bound by, this Agreement.

(d) Documents. The transferring Member and the proposed substitute Member shall have executed such documents as the Company may reasonably require for effecting such substitution.

(e) Payment. The transferring Member shall have paid or caused to be paid all costs related to such transfer, including legal fees and other expenses incurred by the Company.

SECTION 9.9 Restrictions on Sale or Exchange. The Interests have not been registered under the Securities Act of 1933, as amended, but were issued pursuant to an exemption from such registration. Notwithstanding any provisions to the contrary in this Agreement, no reoffers, reoffers for sale, resale or transfer of the Interests may be made except pursuant to an exemption from such registration under the Securities Act of 1933 and applicable state law evidenced by an opinion of counsel in form and by counsel reasonably satisfactory to the Board. Furthermore, no transfer may be except upon receipt of an opinion of counsel in form and by counsel reasonably satisfactory to the Company that the ownership of the Interest by the assignee shall not violate either the Medicare fraud and abuse statute or the federal, Delaware or Ohio Stark Bill.

SECTION 9.10 Sale of Assets. In the event the Company desires to sell all or substantially all of its assets to a Competitor (as defined in section 9.6(a)(1)) each of Clinic and Summa shall have the right to purchase ("Right of Refusal") such assets as provided in this section 9.10. The terms of the Right of Refusal are as follows:

(a) Offer By Company. In the event Company desires to sell all or substantially all of its assets to a Competitor, it shall make an offer in writing to each of Clinic and Summa (the "Offer"), and the Offer shall include: (i) a statement of the Company's intention to sell all or substantially all of its assets to a Competitor, (ii) the name(s) and address(es) of the prospective third party purchaser(s), (iii) a brief description of the assets involved in the proposed third party transaction, and (iv) the full terms and conditions of the transaction (which shall include, but not be limited to, a detailed description of the transaction, including the names and addresses of all parties thereto, and the price, time, method and other conditions of payment), including a true copy of the bona fide written offer presented to the Company (or third party transferee(s)) by the prospective third party transferee(s) (or the Company) (the "Third Party Offer").

(b) Acceptance of Offer. Clinic and Summa may, at each of their option, provide a written notice to the Company of their acceptance of the Offer within 60 days of the date Clinic or Summa received the Offer. If the Offer is accepted by both Clinic and Summa, then Clinic and Summa shall provide written notice to the Company within 5 days advising the Company which of them will purchase the assets subject to the Third Party Offer or whether they will jointly purchase the assets subject to the Third Party Offer. If such notice is not timely given, the Offer shall be deemed to be rejected by Clinic and Summa. If the Offer is not accepted, the Company may sell the assets to the third party transferee named in the statement attached to the Offer in accordance with the Third Party Offer.

(c) Purchase Price Determination. The purchase price and the terms and conditions subject to the Offer shall be the same as set forth in the Third Party Offer. The closing of the purchase shall take place at the principal office of the Company and shall occur within 30 days of acceptance of the Offer. At closing, the purchase price shall be paid in accordance with the manner set forth in the Third Party Offer, provided that if the Third Party Offer includes any consideration other than cash, the purchaser, at its option, may pay in cash the fair market value of such non-cash consideration.

SECTION 10. DISSOLUTION

SECTION 10.1 Event of Termination. The Company shall continue until terminated upon the happening of any one of the following events:

- (a) Term. Expiration of term of the Company that ends December 31, 2046.
- (b) Consent. The vote of the Board to terminate the Company.
- (c) Involuntary Withdrawal. The Involuntary Withdrawal of a Member, unless the remaining Members elect continue the Company pursuant to section 9.4.
- (d) Sale of Business. The sale or disposition of all or substantially all of the Business.

Upon termination of the Company pursuant to this section 10.1, the company business shall be terminated, its liabilities discharged, its property distributed as hereinafter described, and the Company shall be liquidated. A reasonable period of time shall be allowed for the orderly termination of the business, discharge of its liabilities, and distribution of its remaining cash and other property as Final Distribution Proceeds pursuant to section 5.2.

SECTION 10.2 Winding Up. Upon an Event of Termination, for purposes of the termination of the Company business, discharge of its liabilities, and distribution of its remaining property, the Board shall have the exclusive power and authority to act on behalf of the Company, to terminate the Company business, to sell and convey any property of the Company for such consideration and upon such terms and conditions as the Board reasonably deems appropriate, to discharge the Company's liabilities, to set up and maintain all cash and other reserves permitted pursuant to section 5.3 and to apply all Company property as provided in this section 10.2. The Board shall apply all Company property to pay, or to provide the reserves as then set up and maintained pursuant to section 5.3 for payment of, all expenses of liquidation and to satisfy all liabilities and obligations of the Company as provided by the Act, and then distribute any remaining cash and other property as Final Distribution Proceeds pursuant to section 5.2.

SECTION 10.3 Distribution to Liquidating Trust. In the discretion of the Board assets otherwise distributable to the Members (or assignees) pursuant to section 10.2 may be distributed to a liquidating trust established for the benefit, and upon the agreement, of all Members (and assignees) for purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or potential liabilities or obligations of the Company. The term of such trust may extend beyond the existence of the Company,

and any such extended term shall not be an extension of the Company's existence. All assets of any such trust remaining upon the termination thereof shall be distributed to the Members (and assignees) in the same proportions as such assets would have otherwise been distributed to the Members by the Company.

SECTION 10.4 Restoration of Deficit Capital Account. In the event Clinic or Summa, following an Event of Termination, has a deficit in its Capital Account as a result of a distribution previously made pursuant to section 5, then Clinic or Summa, respectively, shall be obligated to pay to the Company an amount equal to such deficit. In the event the Assuming Member, following an Event of Termination, has a deficit in its Capital Account, then the Assuming Member shall be obligated to pay to the Company an amount equal to such deficit. Any Member required to so contribute shall contribute the amount of such deficit within 30 days of a request for such payment from the Board. No Member other than the Assuming Member, Clinic and Summa shall have any liability for restoration of any negative Capital Account balance, and the Assuming Member, Clinic and Summa shall have no liability for restoration of any other Member's negative Capital Account Balance.

SECTION 11. MISCELLANEOUS

SECTION 11.1 Notices. All notices shall be in writing and shall be sent by (i) personal delivery; (ii) first class mail, postage prepaid; (iii) national overnight courier; or (iv) telecopier, with telephone confirmation. Notice shall be deemed given on the day such notice is delivered to the recipient or, with respect to any mailing, two days after such notice is deposited in the mail. Unless otherwise specified by a notice to the Company all notices shall be given or made upon the Members at the address (or telecopy number) set forth in the records of the Company or as they may be changed from time to time by written notice.

SECTION 11.2 Amendment. This Agreement may be amended in whole or part in a writing approved by the supermajority vote of the Board pursuant to section 3.4. However, no amendment may reduce any right under this Agreement of any transferee of an Interest, including any right attributable to such Interest to participate in allocations or distributions, without the consent of the transferee.

SECTION 11.3 Construction. The following shall be applicable in interpreting and construing the terms of this Agreement:

(a) **Complete Agreement.** This Agreement contains the entire agreement among the parties and supersedes any prior understandings or agreements between them respecting the subject matter hereof. This Agreement may be executed in several counterparts, and each executed counterpart shall be considered as an original of this Agreement.

(b) **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and permitted assigns.

(c) **Interpretation.** The captions at the beginning of the sections of this Agreement are not part of the context hereof, but are merely labels to assist in locating and reading those

sections and shall be ignored in construing this Agreement. Each exhibit and schedule referred to in this Agreement is incorporated by reference.

(d) Governing Law. This Agreement shall be governed by, and construed pursuant to, the laws of the State of Delaware. Each provision of this Agreement is severable from every other provision of this Agreement.

SECTION 11.4 Rights of Third Parties. This Agreement is expressly intended by the parties to benefit at any time solely those persons who at that time are Members pursuant to the provisions of this Agreement and not any other persons including without limitation any creditors of, or other persons claiming through, the Company. This Agreement shall be enforceable, and proceedings to remedy any breach of this Agreement shall be brought, solely by any one or more of the Members or the legal representatives thereof. By way of illustration and not in limitation of the foregoing, the obligation by any Member (other than the Assuming Member) to make capital contributions or to restore any negative balance in a Capital Account is for the benefit solely of the Members and shall not be enforceable by any creditor of, or other person claiming through, the Company.

SECTION 11.5 Business Rights. Under the asset purchase agreement and related agreements executed at closing thereof (collectively, the “purchase agreement”) between the Company and Doctors Hospital, Inc. of Stark County and Comp Care, Inc. (“hospital”) certain rights have been granted to the hospital. In addition, the Company has entered into the Affiliation Agreement, Management Agreement, Cash Management Agreements and Employee Leasing Agreement that imposes certain restrictions and requirements on the Company. The Members each acknowledge that the rights granted under all of these agreements are enforceable against the Company.

SECTION 11.6 Waiver of Action for Partition. Each Member (and assignee) irrevocably waives, during the term of the Company, any right that he may have to maintain any action for partition with respect to the Company and its property.

SECTION 11.7 Survival of Provisions. Whenever possible, each provision and term of this Agreement shall be interpreted in such manner as to be valid and enforceable; provided that in the event any provision or term of this Agreement should be determined to be invalid or unenforceable, all other provisions and terms of this Agreement and the application thereof to all persons and circumstances subject thereto shall remain unaffected to the extent permitted by law.

SECTION 11.8 Arbitration of Disputes. The parties hereto agree that they shall seek to resolve any and all disputes arising under this Agreement or the documents delivered pursuant hereto or otherwise relating to the transactions contemplated hereby in an amicable and businesslike manner through informal discussions. In the event such informal discussions have not produced a resolution of such dispute within fifteen (15) days of commencing such informal discussions, then either party may initiate arbitration proceedings with respect to the dispute. The parties hereby agree that any such arbitration shall be final and binding upon the parties, to the fullest extent permitted by law. Such arbitration proceedings shall be conducted in the State of Ohio and in accordance with the

National Health Lawyer's Association Alternative Dispute Resolution Procedures as then in effect.

SECTION 11.9 Recognition of Non-Profit and Exempt Status of Clinic and Summa. The parties hereby acknowledge that (i) Clinic and Summa are tax-exempt organizations pursuant to section 501(c)(3) of the Code and nonprofit corporations under Ohio law and (ii) it is intended that the organization and operation of the Company shall not adversely affect their status as such. Taxation of income received by Clinic or Summa pursuant to this Agreement shall not be deemed to affect such status. Accordingly, the parties agree that, if any action proposed to be taken by the Company shall reasonably be expected to adversely affect the status of either the Clinic or Summa and Clinic or Summa shall have provided Quorum a written description and analysis of the adverse affect, the Members shall attempt, in good faith, to take such action (or refrain from taking such action) as shall be necessary to avoid adversely affecting such status; provided, however, that this section shall not require any Member to take any action (or refrain from taking any action) that is determined (in the reasonable discretion of such Member) to be adverse to its own economic or other interest.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

CLEVELAND CLINIC FOUNDATION

By: /s/ []

Its: Chief Operating Officer

SUMMA HEALTH SYSTEM

By: /s/ []

Its: President and CEO

QHG OF MASSILLON, INC.

By: /s/ McKinley D. Moore

Its: Vice President

APPROVED AS TO FORM

CCF — OFFICE OF
GENERAL COUNSEL

By: David W. Roum

Date: 9/24/96

AMENDED OPERATING AGREEMENT
OF
MASSILLON HEALTH SYSTEM LLC

This Amended Operating Agreement is duly adopted as of the 26th day of February, 1997, by the Board of Managers, as authorized by the original Operating Agreement dated as of September 24, 1996, by and among QHG OF MASSILLON, INC. (“Quorum”), CLEVELAND CLINIC FOUNDATION (“Clinic”), and SUMMA HEALTH SYSTEM (“Summa”), the members of Massillon Health System LLC.

RECITALS

The parties desire to operate a hospital facility and related health care services business in Stark County, Ohio. The parties desire to set forth the rights, duties and obligations of the Members of the Company upon the terms and conditions set forth in this Agreement.

STATEMENT OF AGREEMENT

NOW THEREFORE, the parties agree as follows:

SECTION 1. ORGANIZATION

SECTION 1.1 Formation. The Company was formed as a limited liability company under the Act with all rights and obligations as provided in the Act except as provided in this Agreement. For the purpose of forming the Company, Quorum filed the Certificate of Formation with the Delaware Secretary of State on September 12, 1996. For the purpose of qualifying the Company to do business in Ohio, the Company filed an application for registration with the Ohio Secretary of State. The Board shall cause amendments to the Certificate of Formation and all other filings needed to maintain the Company as a qualified limited liability company to be filed with the Delaware Secretary of State as required under the Act and the Ohio Secretary of State under the Ohio Act. A copy of any amendment to the Certificate of Formation shall be provided to each Member. A copy of the Certificate of Formation and any amendments shall be maintained at the principal office of the Company.

SECTION 1.2 Members. The members of this Company shall consist of Quorum, Clinic and Summa, and such other persons as may be admitted as an additional Member pursuant to section 9.1.

SECTION 1.3 Business and Purpose. The business and purpose of the Company shall be to undertake any lawful activity related to, and in furtherance of, the ownership, operation and management of a community hospital based in Stark County, Ohio or related health care services businesses. The Company may not undertake any other activity or business without the supermajority vote of the Board as provided in section 3.9.

SECTION 1.4 Powers. To carry out the business and purpose of the Company as set forth in section 1.3, the Company shall have and exercise all powers permitted by the Act to be exercised by limited liability companies formed under the laws of the State of Delaware

and to do any and all things not prohibited by law in furtherance of the business of the Company.

SECTION 1.5 Principal Office. The principal office of the Company shall be 400 Austin Avenue, N.W., Massillon, Ohio 44646. The principal office may be changed by the Board from time to time. Upon any change of principal office, the Board shall file a notice of change with the Ohio Secretary of State as required under the Act.

SECTION 1.6 Agent for Process. The name and address of the agent for process on the company in Delaware shall be Corporation Service Company, 1013 Centre Road, Wilmington, New Castle County, Delaware 19805. The name and address of the agent for process on the Company in Ohio shall be CSC - - Lawyers Incorporating Service, Corporation Service Company, 16 East Broad Street, Columbus, Ohio 43215. The agent may be changed by the Board at any time. Upon any change of agent, the Board shall file a notice of change with the Delaware and Ohio Secretary of State as required under the Act or Ohio Act.

SECTION 1.7 Definitions. Terms defined in the singular shall include the plural, and vice versa. Pronouns in any gender shall include the masculine, feminine and neuter, as the context requires. All referenced to a "section" refer to this Agreement unless the context otherwise requires. The capitalized terms in this Agreement not elsewhere defined herein shall have the following meaning:

ACT shall mean the Delaware Limited Liability Company Act as adopted by the State of Delaware in Title 6, Subtitle II, Chapter 18 of the Delaware Code Annotated (and the corresponding provisions of any succeeding law regarding limited liability companies), as amended and in effect at such time.

AFFILIATE of any Person shall mean any person directly or indirectly controlling, controlled by or under common control, whether through ownership, agreement or otherwise, with such Person.

AFFILIATION AGREEMENT shall mean the Affiliation Agreement among the Company, Summa, Clinic and the other parties thereto.

AGREEMENT shall mean this Operating Agreement, including all schedules and exhibits hereto, as amended to such time.

ASSESSMENT shall mean the annual contributions or other payments required from each Member for the operations of the Business as determined by the vote of the Board.

ASSUMING MEMBER shall mean any Member that assumes personal liability for the debts, obligations and liabilities of the Company as set forth in section 2.2 and that meets the requirements of Rev. Proc. 95-10 for an Assuming Member. Quorum shall be the initial Assuming Member.

BOARD shall mean the Board of Managers selected pursuant to sections 3.3, 3.4, 3.5, 3.6, 3.7 and 3.8 for the purpose of managing the operations of the Company and who shall serve in the capacity of “Managers” as defined in Act § 518-101(10).

BUSINESS shall mean the community hospital and related health care service business to be operated by the Company as set forth in section 1.3.

CAPITAL ACCOUNT shall mean the separate Capital Account maintained for each Member under section 4.1 at such time.

CASH AVAILABLE FOR DISTRIBUTION shall mean (i) the sum of (a) all cash receipts from all sources from the operations of the Company during such period, excluding the proceeds of indebtedness of the Company or from the issuance of additional Units for cash, and (b) any reduction (by majority vote of the Board) in reserves established by the Board in prior periods, less (ii) the sum of (aa) all cash disbursements of the Company during such period of time, debt service (including the payment of principal, premium and interest), capital expenditures and redemptions of Units in the Company pursuant to Section 736 of the Code, and (bb) any reserves established by majority vote of the Board as being necessary or appropriate in its reasonable discretion for the operations of the Company or because the distribution of such amounts would be prohibited by applicable law or by any agreement or obligation to which the Company is a party or by which it is bound or its assets are subject.

Cash Available for Distribution for any period shall mean Cash Available for Distribution that is determined to be available for distribution as of the end of that period as provided in section 5.1. Notwithstanding anything in this Agreement to the contrary, the Company shall not make any distributions that would render it insolvent in violation of Act.

Nothing contained herein nor distributions hereunder are intended nor shall be construed or applied to violate the fraud and abuse prohibitions under the Medicare and Medicaid programs.

CASH MANAGEMENT AGREEMENTS shall mean the Security Agreement; UCC Financing Statements; Revolving Line of Credit Note; and Revolving Credit and Cash Management Agreement entered into between the Company and an Affiliate of Quorum.

CLINIC shall mean Cleveland Clinic Foundation, an Ohio nonprofit corporation.

CODE shall mean the Internal Revenue Code of 1986 (or the corresponding provisions of any succeeding law regarding the taxation of income by the United States), as amended and in effect at such time.

COMPANY shall mean the limited liability company created under the Act pursuant to the Certificate of Formation operated pursuant to this Agreement.

EMPLOYEE LEASING AGREEMENT shall mean the Employee Leasing Agreement between the Company and an affiliate or Quorum.

EVENT OF TERMINATION shall mean an event terminating the Company pursuant to section 10.1.

FINAL DISTRIBUTION PROCEEDS shall mean all cash and other property of the Company, if any, remaining for distribution to the Members following an Event of Termination after (i) the payment of the liabilities and obligations of the Company; (ii) the funding of the reserves, if any, pursuant to section 5.3; and (iii) the contribution from a Member of any negative balance in its Capital Account as provided in section 10.4.

INITIAL CAPITAL CONTRIBUTION shall mean the amount of capital contribution required of a Member as a condition of admission to membership.

INTEREST shall mean each Member's interest, or, depending on the context, all Members' interest, in the capital, allocations of Profit or Loss and Federal income tax items, distributions of cash or other property, and all other right, title and interest in the Company and its assets as determined pursuant to this Agreement at such time.

INVOLUNTARY WITHDRAWAL shall mean, with respect to any Member, the death, insanity, bankruptcy, retirement, resignation or expulsion of such Member or any event described in section 18-304 or section 18-801(4) of the Act.

LIQUIDATION shall mean the liquidation (as defined by section 761(d) of the Code and Regulations thereunder) of the Interest of one or more Members within the meaning of section 1.704-1(b)(2)(ii)(g) of the Regulations.

MANAGEMENT AGREEMENT shall mean the Management Agreement between the Company and Quorum or an Affiliate of Quorum.

MANAGEMENT FEE shall mean the payment to Quorum or an Affiliate of Quorum for managing the Company pursuant to the Management Agreement as it may be amended from time to time.

OHIO ACT shall mean the Limited Liability Company Act as adopted by the State of Ohio in Chapter 1705 of the Ohio Revised Code (and the corresponding provisions of any succeeding law regarding limited liability companies), as amended and in effect at such time.

PERSON shall mean any natural person, corporation, partnership, trust or other entity or association, and any government or governmental agency or authority.

PROFIT OR LOSS shall, for any period, mean the Company's taxable income or loss for purpose of Federal income taxation for such period (including all items of income, gain, loss or deduction even if required to be separately stated by section 703(a) of the Code) subject to the following adjustments:

(a) All Company income that is exempt from Federal income taxation (to the extent not included in the computation of the Company's taxable income or loss) shall be added;

(b) All Company expenditures that are not deductible or not properly chargeable to Capital Accounts (including deemed section 705(a)(2)(B) expenditures pursuant to the Regulations under section 704(b) of the Code) for purposes of Federal income taxation pursuant to section 705(a)(2)(B) of the Code (to the extent not included in the computation of the Company's taxable income or loss) shall be subtracted;

(c) If the value of the Company property has been restated in accordance with section 4.1 or if the value of any Company property for purpose of the Members' Capital Accounts is different from the adjusted basis of the property for purpose of Federal income taxation, then in lieu of using the amount of depreciation, amortization or other cost recovery deduction allowable with respect to such property in determining taxable income or loss for purpose of Federal income taxation, an adjusted amount shall be used in compliance with sections 1.704-1(b)(2)(iv)(f) and (g) of the Regulations which adjusted amount shall equal the amount of such depreciation, amortization or other cost recovery deduction for purpose of Federal income taxation multiplied by a fraction, the numerator of which is the value of such property for purpose of the Members' Capital Accounts and the denominator of which is the adjusted basis of such property for purpose of Federal income taxation; and

(d) All income or loss is determined without regard to any adjustment made by the Company under section 743 of the Code.

PURCHASE AGREEMENT shall have the meaning ascribed in section 11.5.

QUORUM shall mean QHG of Massillon, Inc., an Ohio corporation.

REGULATIONS shall mean the income tax regulations (including any temporary regulations) promulgated under the Code, as such regulations may be amended and in effect at such time, including the promulgation of any temporary regulations as final regulations.

SUMMA shall mean Summa Health System, an Ohio nonprofit corporation.

SUPERMAJORITY shall mean: (1) a majority affirmative vote by the managers appointed by Quorum and any Member(s) admitted after the date of this Agreement; and (2) an affirmative vote by the manager appointed by each of Clinic and Summa.

UNIT shall mean the unit of measurement into which the Interests of the Members are divided. Each Member's Interest in the Company shall be denominated in Units, or fractions thereof, each of which Unit initially represents an initial Capital Contribution set forth in section 4.3(a). After the date of this Agreement additional Units may be issued at such time and for such Capital Contribution and such other terms and conditions as the Board shall, in its sole discretion, establish. A Member's "Percentage Share" shall be obtained by converting to a percentage the fraction having as its numerator the number of Units held by such Member and having as its denominator the aggregate number of Units held by all Members at the time. The initial Percentage Share of each Member is set forth in section 4.5. and Exhibit B. Thereafter, such Percentage Share shall be adjusted from time to time in accordance with this section and at all times rounded to the nearest one

thousandth of a percent (.00001). If the aggregate Percentage Shares of all Members do not equal one hundred percent (100.000%), then the Members mutually agree to adjust further their Percentage Shares in the smallest amount necessary to cause the aggregate Percentage Shares of all Members to equal one hundred percent (100.000%). All such adjustments shall be reflected on Exhibit B hereto, which shall be revised as a result thereof through the execution of a revised Exhibit B by the President/CEO and attested by the Secretary of the Company. In case of any conflict between two Exhibits B, the exhibit having the latest date shall be conclusive and binding for all purposes, absent manifest error. A Unit becomes outstanding at the time it is first acquired by a Member and remains outstanding until it is reacquired by the Company or a Liquidation occurs with respect thereto.

VOLUNTARY TRANSFER by a Member shall mean any transfer, encumbrance or other disposition (either directly by sale, pledge, gift, or any other disposition) of any Interest (or any interest therein) by such Member.

SECTION 2. RIGHTS OF MEMBERS

SECTION 2.1 General. Except for the rights specifically granted to the Members pursuant to this Agreement, the sole right of the Members shall be to appoint Managers to the Board of Managers as set forth herein. The Members authorize the Board to exercise all of the rights and privileges of the Members and for the management and operation of the Company.

SECTION 2.2 Limited Liability. Pursuant to Act § 18-303(b), the Assuming Member will, by separate instrument attached hereto as Exhibit C, become obligated for all debts, obligations and liabilities of the Company and by virtue of such express assumption by the Assuming Member, it is the Assuming Member's express intention and that of the other Members of the Company that the Company lack the corporate characteristic of "limited liability" as described in Regulation section 301.7701-2(d) for as long as the Company is required to lack such corporate characteristic under the Regulations under section 7701 and Rev. Proc. 95-10 in order to remain classified as a partnership for federal income tax purposes. Except as provided above with regard to the Assuming Member, no Member, assignee, manager, board officer or operating officer shall be personally liable for the acts, debts, liabilities, or other obligations of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, assignee manager, board officer or operating officer, employee or agent of the Company. Except as otherwise provided herein (including section 10.4) and by applicable state law, each Member, assignee, manager, board officer or operating officer shall be liable only to make the Capital Contributions that it has agreed to make and for such person's own acts and conduct.

SECTION 2.3 Indemnification. To the maximum extent permitted by law, each Member, board manager, board officer and operating officer of the Company shall be indemnified by the Company against any loss, damage, liability or expense ("Liability") sustained by such Person by reason of such Person's status as a Member, Manager, board officer or operating officer of the Company or any act of such Person performed for or on behalf of the Company or in furtherance of its business or any omission on the parts of such Person,

provided that the act or omission was not the result of gross negligence, willful misconduct or fraud on the part of such Person. Each Member agrees to indemnify, defend and hold harmless the Company and the other Members from and against any liability, including but not limited to, interest, penalties and the reasonable fees of its attorney and disbursements, arising out of or resulting from any material noncompliance by the Member with any covenants, agreements or undertakings of the Member contained in this Agreement.

SECTION 2.4 Management Fee. The Members acknowledge that Quorum or Affiliate or Quorum shall be entitled to the Management Fee for providing certain management services to the Company.

SECTION 2.5 Meetings of the Members. Meetings of the Members shall be held at such time, date and place and upon such notice determined by the Board or by two or more Members, and in accordance with the following:

(a) Quorum. Members holding more than fifty percent (50%) of the Units entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Members so represented may adjourn the meeting from time to time for a period not to exceed thirty (30) days without further notice. However, if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Members whose absence would cause there to be less than a quorum.

(b) Manner of Acting. If a quorum is present, the affirmative vote of the Members owning a majority of Units represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless a greater or lesser proportion or number or class voting for the appointment of Managers is otherwise required by this Agreement.

(c) Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting.

(d) Voting by Certain Members.

(1) Units owned in the name of a corporation may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.

(2) Units owned in the name of a deceased person, a minor ward or an incompetent person, may be voted by an administrator, executor, court appointed guardian or conservator, either in person or by proxy without a transfer of such Units into the name of such administrator, executor, court appointed guardian or conservator. Units owned in the

name of a trustee may be voted by him or her, either in person or by proxy, but no trustee shall be entitled to vote Units held by him or her without a transfer of such Units into his or her name.

(3) Units owned in the name of a receiver may be voted by such receiver and Units held by or under the control of a receiver may be voted by such receiver either in person or by proxy, but no receiver shall be entitled to vote Units without a transfer thereof into the receiver's name.

(4) A Member whose Units are pledged shall be entitled to vote such Units until the Units have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the Units so transferred.

(5) If Units are owned in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two or more persons have the same fiduciary relationship respecting the same Units, voting with respect to the Units shall have the following effect:

(a) If only one person votes, his or her act binds all;

(b) If two or more persons vote, the act of the majority so voting binds all:

(c) If two or more persons vote, but the vote is evenly split on any particular matter, each faction may vote the Units in question proportionately, or any person voting the Units of a beneficiary, if any, may apply to any court of competent jurisdiction in the State of Ohio to appoint an additional person to act with the persons so voting the Units. The Units shall then be voted as determined by a majority of such persons and the person appointed by the court. If a tenancy is held in unequal interests, a majority or even split for the purpose of this subparagraph (c) shall be a majority or even split in interest.

(e) Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the President for filing with the Company records. Action taken under this section (e) is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

(f) Voting by Ballot. Voting on any question or in any election may be by voice vote unless the Board or at least two (2) Members shall demand that voting be by ballot.

(g) Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. The attendance of a Member at any meeting shall constitute a waiver of notice, waiver of objection to defective notice of such meeting, and a waiver of objection to the consideration of a particular matter at the meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting, the transaction of business at the

meeting, or the consideration of a particular matter at the time it is presented at the meeting.

SECTION 3. MANAGEMENT

SECTION 3.1 Board of Managers. Except as provided by the laws of the State of Delaware and in this Agreement, the powers of the Company shall be exercised, its business affairs conducted and its property managed under the direction of the Board. The Board shall consist of the Managers and alternative Managers appointed as set forth herein. Notwithstanding anything to the contrary, in the event the membership of a Member is terminated for any reason, no representative of such Member shall be permitted to serve as a Manager. Such Manager shall be removed from the Board as of the effective termination date of the membership of such Member.

SECTION 3.2 Duties of Managers. The Board shall perform its duties and each Manager shall perform his or her duties, in good faith, in a manner it reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his or her duties, a Manager shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed below; but shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

Those persons and groups upon whose information, opinions, reports, and statements a Manager is entitled to rely upon are:

- (a) One or more officers, employees or other agents of the Company whom a Manager reasonably believes to be reliable and competent in the matters presented;
- (b) Counsel, public accountants, or other persons as to matters which the Manager reasonably believes to be within such persons' professional or expert competence; and
- (c) A committee appointed by the Board, duly designated in accordance with this Agreement as to matters within its designated authority, which committee the Board reasonably believes to merit confidence.

SECTION 3.3 Appointment. Without the need for election, each Member shall appoint the following number of persons to serve as a Manager of the Company:

- (a) Quorum shall appoint 5 individuals
- (b) Clinic shall appoint 1 individual
- (c) Summa shall appoint 1 individual

One of the persons to be appointed by each Member shall be the person who is then employed as a senior executive of the Member and each other Manager appointed by a

Member shall be an employee of the appointing Member. Each Member shall give written notice to the Chair and President of the appointment of any Manager.

SECTION 3.4 Alternate Managers. Each Member shall have the right to appoint one or more persons to serve as an alternate Manager. The alternate Manager shall have the right to take the place of any absent Manager at any meeting of the Board with full authority to act in the place of the absent Manager. The Member shall give written notice to the Chair and President of the appointment of any alternate Manager.

SECTION 3.5 Resignations. Any Manager or alternate Manager may resign at any time by giving written notice to the Chair, President and the Member which appointed such person. A resignation shall take effect at the time specified therein, and, unless otherwise specified therein, shall become effective upon delivery. The acceptance of any resignation shall not be necessary to make it effective unless so specified in the resignation.

SECTION 3.6 Removal. Any Manager or alternate Manager may be removed, with or without cause, at any time by the Member which appointed such person. The Member shall give written notice of such removal to the Chair and President.

SECTION 3.7 Vacancies. Only the Member which appointed the Manager or alternate Manager shall have the right to fill any vacancy for any Manager or alternate Manager.

SECTION 3.8 Ex Officio Managers. The Board may appoint one or more persons as ex officio members of the Board. Such ex officio managers shall be entitled to be present in person, to present matters for consideration and to take part in consideration of any business by the Board. However, such ex officio manager shall not be counted for purposes of a quorum or for purposes of voting or otherwise in any way for purposes of authorizing any act or transaction of business by the Board.

SECTION 3.9 Actions Requiring Supermajority Vote. Notwithstanding the manner of acting for the Board as set forth herein, the following actions shall be binding on the Company only with the supermajority vote of the Board:

(a) Business. Change the Business of the Company as set forth in section 1.3.

(b) Amend. Amend this Agreement or the Certificate of Formation.

(c) Location of Principal Office. Approve the selection of or any change in the location of the Company's principal place of business if outside the city of Massillon, Ohio.

(d) Affiliate Transactions. Except as otherwise authorized in this Agreement, enter into or modify any agreement between the Company and any Member or Affiliate of a Member as permitted by section 7.1.

(e) Voluntary Transfer. Except as provided in section 9.5, and as set forth in section 9.3, the Voluntary Transfer by a Member of the whole or any portion of its Interest.

(f) New Member. Approve the admission of a Competitor (as defined in section 9.6(a)(1)) as a new Member.

(g) Dissolution. Approve the dissolution of the Company under the Act.

SECTION 3.10 Meetings of the Board. Meetings of the Board shall be subject to the following requirements:

(a) Regular Meetings. Regular meetings of the Board may be held at such periodic intervals as the Chair may specify. A special meeting of the Board may be called by the Chair, President or by 2 or more Managers.

(b) Place of Meeting. Unless another place is designated by the Chair, the place of all meetings shall be the principal office of the Company.

(c) Electronic Meetings. Any meeting may be held by telephone or through other communications equipment if all Managers participating can hear each other.

(d) Notice of Meeting. Written notice of the time and place of each meeting of the Board shall be given to each Manager and each alternate Manager either by personal delivery, or by mail or telecopy at least 5 business days before each meeting. Notice of a meeting need not state the purposes of the meeting.

(e) Waiver of Notice. Any Manager may, either before or after any meeting, waive any notice required to be given by applicable Delaware law or under this Agreement. Any waiver of notice must be in writing and filed with or entered upon the records of the Company. However, the attendance of a Manager at any meeting without protesting the lack of proper notice prior or at the commencement of the meeting shall constitute waiver of notice by such Manager.

(f) Quorum. A quorum for transaction of business at any meeting of the Board shall be a majority of the authorized number of Managers. If the meeting is held by telephone or through other communications equipment at which all Managers participating can hear each other, such participation shall constitute attendance at such meeting.

(g) Adjourned Meeting. In the absence of a quorum at any meeting of the Board, a majority of the Managers present may adjourn the meeting from time to time until a quorum shall be present. Notice of any adjourned meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At any adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally called.

(h) Manner of Acting. Except as otherwise provided in section 3.9 hereof; the act of the majority of the Managers present at any meeting of the Board at which a quorum is present shall be the act of the Board. With respect to the actions requiring a supermajority vote of the Board, as set forth in section 3.9 hereof, the affirmative vote of a majority of the Managers appointed by each Member, voting as separate classes, shall be required. Managers may not vote by proxy, however, alternate Managers shall have the full

authority to serve as a Manager in the absence of the appointed Manager. A Manager of the Company who is present at a meeting of the Board or committee thereof, at which action on any matter is taken, shall be presumed to have assented to the action taken unless such Manager objects at the beginning of such meeting to the holding of the meeting or to the transacting of business at the meeting, unless his or her dissent is entered in the minutes of the meeting, or unless he or she shall file his written dissent to such action with the presiding officer of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

(i) Action Without Meeting. Any action which may be authorized or taken at a meeting of the Board, may be taken without a meeting if authorized by a writing signed by all of the Managers. Any such writing shall be filed with or entered upon the records of the Company.

SECTION 3.11 Committees. The Board may, by resolution, designate one or more committees. Such committees shall have and exercise the authority of the Board to the extent provided in such resolution. The designation of such committees and the delegation thereto of such authority shall not operate to relieve the Board, or any individual manager, of any responsibility imposed by law. Each committee shall serve at the pleasure of the Board and shall be subject to the control and direction of the Board. Such committees are subject to the following requirements:

(a) Executive Committee. For the purpose of overseeing the day-to-day operations of the Company, the Board may establish an Executive Committee. If created, the Executive Committee shall consist of at least three Managers, which shall include such Managers in order that at least one Manager appointed by each Member shall be a member of the Executive Committee. The Executive Committee shall be vested all of the Board's authority for management, control and day-to-day operation of the business and the assets, operations and personnel of the Company, subject to the overall direction of the Board and subject to the limitations set forth in this Agreement. The Executive Committee may be delegated the authority, on behalf and for the benefit of the Company, to conduct any and all Company business, to take any action or to make any determination on behalf of, and to exercise all authority of the Company under or within the purposes stated in this Agreement, other than any action requiring a supermajority vote of the Board and subject to any limitations on such authority established from time to time by the Board. In exercising any delegated authority, the Executive Committee shall manage the affairs of the Company, subject to the provisions of this Agreement, in a prudent and businesslike manner, and its members shall devote such time to the Company affairs as is reasonably necessary for the conduct of such affairs. The designation of the Executive Committee and the delegation thereto of such authority shall not operate to relieve the Board, or any individual Manager, of any responsibility imposed by law.

(b) Standing Committees. The Board shall form such standing committees as needed for the operation of the Company. The committees may be either advisory in nature or act with the authority of the Board. Any committee that acts with Board authority shall consist of not less than three Managers, including one Manager appointed by each

Member. Those committees which are advisory in nature do not have to include individuals who are Managers.

(c) Alternate Committee Members. The Chair may appoint one or more Managers as alternate members of any committee, which alternate Member may take the place of any absent Member at any meeting of such committee.

(d) Ex Officio Committee Members. The Chair may appoint one or more persons (including persons who are not managers) as ex officio members of any committee, which ex officio member shall be entitled to be present in person, to present matters for consideration and to take part in consideration of any business by the committee at any meeting of the committee. Such ex officio member shall not be counted for purposes of a quorum or for purposes of voting or otherwise in any way for purposes of authorizing any act or transaction of business by such committee.

(e) Term. Unless otherwise specified by the Chair, appointment to a committee shall be for a period of 1 year.

(f) Manner of Acting. Unless otherwise ordered by the Board, a committee shall act by a majority of all of its members at a meeting at such place or through electronic communication as permitted under applicable Delaware law or by a writing or writings signed by all of its members, subject to the limitations set forth in this Agreement. All committees of the Board shall prepare minutes to be filed with or entered upon the records of the Company.

(g) Authority. A committee is authorized to take any action or transact any business specifically delegated by the Board. If a committee is delegated complete authority to take a specific action or to transact a specific business matter by the Board, any such action or business transaction of the committee pursuant to the delegation of authority shall be as effective for all purposes as an act or business transaction by the Board.

(h) Chair. Unless otherwise specified by the Board, the chair of each committee shall be appointed by the Chair.

SECTION 3.12 Officers. To implement the policies of the Board, the Board shall elect Board and operating officers in accordance with the following:

(a) Board Officers.

(1) Board Officers. The Officers of the Board shall be a Chair, a Vice Chair and such other officers deemed necessary by the Board.

(2) Appointment of Board Officers. The Board Officers shall be elected at the last regular meeting of the Board each calendar year. The Board Officers shall hold office for one year beginning on January 1 of the year following their election or until a successor is elected. So long as a person is a manager, there is no limitation on the number of offices or terms of office a manager may serve; provided, however, that no Manager may hold

more than one office at one time. New Board Offices may be created and filled at any meeting of the Board.

(3) Resignation. Any Board Officer may resign at any time by giving written notice to the Chair, or in the case of the Chair, to the President or a Vice President. Unless otherwise specified therein, a resignation shall become effective upon delivery. The acceptance of such resignation shall not be necessary to make it effective unless so specified in the resignation.

(4) Removal. Any Board Officer may be removed by the Board, with or without cause, upon the vote of the Board at any meeting.

(5) Vacancy. Any vacancy in a Board Office for any reason may be filled by the Board in such a manner as it determines to be appropriate under the circumstances.

(6) Chair. The Chair shall call and preside at all meetings of the Board and the Executive Committee. The Chair shall provide leadership to the Board and its committees, serve as a liaison between the President and the Board, work closely with the President in carrying out approved programs and policies and maintain communications to ensure proper evaluation of performance. In the absence of the appointment of a President, the Chair shall undertake the duties and responsibilities of the office of President. The Chair shall have such other authorities and duties as may be delegated from time to time by the Board.

(b) Operating Officers.

(1) Number. The officers of the Company shall be chosen by the Board and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the Board may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person. No person shall sign any document on behalf of the Company in more than one capacity.

(2) Election. The officers shall be elected or appointed by the Board at each annual meeting and shall hold office at the pleasure of the Board.

(3) Removal and Vacancies. The officers of the Company shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board with or without cause, when in the judgment of the Board the best interest of the Company demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board.

(4) President. It shall be the duty of the President to preside at meetings of the Board at which the Chair and Vice Chair are absent; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with this Agreement; and to sign all contracts, leases, mortgages, deeds,

conveyances and other documents of the Company, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the Company. He shall preside at and make to the annual meeting of the Members of the Company a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

(5) Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(6) Secretary. The Secretary shall have the powers otherwise granted him under this Agreement, and shall sign and issue all the calls for the Members' and Managers' meetings when properly authorized; shall give notice of such meetings to each Member or Manager as provided in this Agreement and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all Members' and Managers' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board.

(7) Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(8) Treasurer. The Treasurer shall have the custody of all monies and securities of the Company shall deposit same in the name and to the credit of the Company. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the Company and shall disburse the funds of the Company by check or other warrant. He shall render such reports to the President and Board as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board.

(9) Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board may from time to time prescribe.

SECTION 3.13 Expenses and Compensation.

(a) Expenses. Each Manager and officer shall be reimbursed by the Company for all reasonable and necessary expenses approved in advance by the Company and directly and reasonably incurred by him or her in the performance of his or her duties; provided that the Manager or officer shall submit reasonable documentation with respect to such expenses to the Company prior to receiving any reimbursement thereof.

(b) Compensation. Except with the consent of the Board or except as otherwise provided in this Agreement, no Manager shall be entitled to any salary or other compensation from the Company. The officers shall be entitled to receive compensation from the Company as determined by the Board.

SECTION 3.14 Conflicts of Interest

(a) General Policy. Recognizing that Managers have a duty of loyalty and fidelity to the Company, each Manager of the Company shall upon appointment and from time to time as appropriate, fully disclose to the Board any material interest he or she may have in an issue in which the Company also has an interest. Any such interest that is materially different from the Company's interest shall constitute a conflict of interest.

(b) Procedure. Any Manager having a conflicting interest in any transaction shall recuse himself or herself from all discussions on the matter and shall not vote on the matter, but such Manager may be counted in determining the quorum for the meeting. The minutes of the meeting should reflect the making of the disclosure, the abstention from voting and the quorum situation. The requirements of this section 3.14(b) shall not be construed as preventing any Manager or officer from briefly stating his or her position in the matter, nor from answering pertinent questions of the Board or other officers. No transaction of the Company shall be voidable solely because a Manager has a direct or indirect interest in the transaction if either the transaction is fair to the Company or the disinterested Managers, knowing the material facts of the transaction and the Manager's interest therein, authorize or ratify the transaction. Ownership of minor amounts of publicly-traded securities shall not be deemed to constitute a conflicting ownership interest.

SECTION 3.15 Indemnification. Each Manager and officer shall be indemnified by the Company as follows:

(a) Persons Indemnified. Except as otherwise provided in this section 3.15 or as otherwise prohibited by law, the Company shall indemnify and defend each person who, by reason of (1) being or at any time having been a Manager or officer of the Company, or (2) any action taken or omitted to be taken by such Manager or officer in his or her capacity as such, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein) related to the business, affairs or management of the Company, and the Company by the Board may indemnify any other person as deemed proper by the Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by or imposed upon such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect

to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or at any time having been a Manager, officer, employee or other agent of or in a similar capacity with the Company, or by reason of being or at any time having been, at the direction or request of the Company, a trustee, officer, volunteer, administrator, Manager, employee, member, advisor or other agent of or fiduciary for any other corporation, partnership, trust, venture or other entity or enterprise including any employee benefit plan and the Company.

(b) Scope of Indemnity. Unless it is proved, by clear and convincing evidence in a court with jurisdiction that the act or omission of the Manager or officer for which liability is being asserted in an action, suit, or proceeding referred to in section 3.15(a) involved gross negligence, willful misconduct or fraud of such Manager or officers, such Manager or officer who is the subject of an action, suit or proceeding referred to in section 3.15(a) shall be entitled to the indemnification mandated by such section. Any indemnification hereunder shall be satisfied solely out of the assets of the Company. No Member shall be subject to personal liability by reason of these indemnification provisions.

(c) Advancement of Expenses. Upon the request of a Manager, officer or employee who is the subject of an action, suit or proceeding referred to in section 3.15(a), the Company shall pay the expenses incurred by such Manager, officer, or employee in defending the action, suit, or proceeding, including attorney's fees, as they are incurred, in advance of the final disposition of the action, suit, or proceeding, upon receipt of an undertaking by or on behalf of the Manager, officer or employee to repay the amount if it is ultimately determined that he or she is not entitled to be indemnified by the Company.

(d) Discretionary Indemnification. Each request or case of or on behalf of any person other than a Manager, officer or employee, who is or may be entitled to indemnification, shall be reviewed by the Board, and indemnification of such person shall be authorized by the Board only if it is determined by the Board that indemnification is proper in the specific case.

(e) Only in Accordance with Law. Notwithstanding anything to the contrary in this section, no person shall be indemnified to the extent, if any, it is ultimately determined by a court of competent jurisdiction that indemnification is contrary to applicable Delaware law.

(f) Contractual Rights: Applicability. The right to be indemnified or to the advancement or reimbursement of expenses (i) is a contract right based upon good and valuable consideration, pursuant to which the person entitled thereto may sue as if these provisions were set forth in a separate written contract between such person and the Company; (ii) is and is intended to be retroactive and shall be available as to events occurring prior to the adoption of these provisions; and (iii) shall continue after any rescission or restrictive modification of such provisions as to events occurring prior thereto.

(g) Insurance. The Company may purchase and maintain such insurance on behalf of any person who is or at any time has been a Manager, officer, employee or other agent of

or in a similar capacity with the Company, or who is or at any time has been, at the direction or request of the Company, a trustee, officer, volunteer, administrator, Manager, employee, member, advisor or other agent of or fiduciary for any other corporation, partnership, trust, venture or other entity or enterprise including any employee benefit plan against any liability asserted against and incurred by such person.

(h) Liability. Notwithstanding any provisions of this Agreement to the contrary, neither a Manager or officer of the Company shall be personally liable to the Company or to the Members of the Company for monetary damages for breach of fiduciary duty except with respect to (1) any breach of the duty of loyalty; (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (3) any transactions from which the Manager or officer derived an improper personal benefit. Notwithstanding any provisions hereof, to the contrary, neither a Manager nor an officer shall be liable to the Company or to any Member for any action taken or omitted to be taken by such Manager or officer, provided that such Manager or officer acted in good faith and such action or omission does not involve the gross negligence, willful misconduct or fraud of such Manager or officer.

SECTION 3.16 Management of Medical Facility.

(a) Advisory Board. It shall be the policy of the Company that any medical facility owned by the Company shall be operated as an autonomous division of the Company under the direction of an Administrator, and with an Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

(b) Meetings of Advisory Board. The Advisory Board shall be governed by the provisions hereunder, but in addition thereto, shall authorize and adopt Bylaws for its own management, subject to approval by the Board of Managers. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or Company. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Managers of the Company.

(c) Administrator/CEO of the Medical Facility. The Board of Managers shall confirm the appointment of a competent and experienced Administrator/CEO who shall be its direct representative in the day to day management of and shall serve as the chief administrative executive of the medical facility. The Advisory Board may make recommendations to the Board of Managers concerning candidates for the position of Administrator/CEO. The Administrator/CEO shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject to the policies enacted by the Board of Managers or by the Advisory Board under any authority delegated to it for medical matters.

SECTION 4. CAPITAL

SECTION 4.1 Capital Accounts. A separate Capital Account shall be maintained for each Member. No Member shall have any interest in the Capital Account of any other Member. Capital Accounts shall be determined and maintained on the same basis as Capital Accounts are determined and maintained by the Company for purpose of Federal income taxation in accordance with section 1.704-1(b) of the Regulations. The Capital Accounts of each Member shall be maintained by:

(a) Increase. Crediting the Capital Account (1) at the time of each capital contribution with the amount of money and with the fair market value of property contributed with respect to that Member; (2) at the time of assumption or distribution with the amount of all liabilities of the company that are assumed by the Member or that are secured by property distributed to the Member; and (3) as of the last day of each calendar year (or other periods for which Profit or Loss is determined) with the Member's allocation of Profit and other items in the nature of income allocated for that period pursuant to section 6; and

(b) Decrease. Debiting the Capital Account (1) at the time of each distribution with the amount of money and with the fair market value of property distributed as a distribution to the Member pursuant to section 5; (2) at the time of assumption or distribution with the amount of all liabilities of the Member that are assumed by the Company or that are secured by property contributed to the Company; and (3) as of the last day of each calendar year (or other periods for which Profit or Loss is determined) with the Member's allocation of Loss and other items in the nature of a loss or expenditure allocated for that period pursuant to section 6.

The Capital Accounts of the Members shall also be maintained in accordance with the following provisions:

(c) The Assuming Member and all Members who are also Managers, shall in the aggregate maintain throughout the entire existence of the Company a minimum Capital Account balance equal to the lesser of one percent (1%) of total positive Capital Account balances or \$500,000.

(d) Whenever a Member who is not a Manager nor the Assuming Member makes a capital contribution, the Members who are Managers and the Assuming Member shall in the aggregate immediately contribute to the Company capital equal to 1.01 percent (1.01%) of the capital contribution of the Member who is not a Manager nor the Assuming Member or a lesser amount (including zero) that causes the sum of the Member-Managers and Assuming Member's Capital Account balances to equal the lesser of one percent (1%) of total positive Capital Account balances (determined in accordance with Regulations Section 1.704-1(b)(2)(iv)) for the Company or \$500,000. If no Member at such time has a positive Capital Account balance, then the Member-Managers and the Assuming Member need not have a positive Capital Account balance to satisfy this requirement. Moreover, any other provisions expressly required by Rev. Proc. 95-10 to be included in this Agreement in order for the Company to be taxed as a partnership and not otherwise set forth herein are hereby expressly incorporated herein by reference.

SECTION 4.2 Restatement of Capital Accounts. Upon the events set forth in section 1.704-1(b)(2)(iv)(f) of the Regulations, the Members shall have the right to restate the value at which Company property is stated for purpose of the Members' Capital Accounts to equal the fair market value thereof. In the event the value of Company property is so restated, the Capital Account of each Member shall be adjusted as if an Event of Termination had occurred where the Company had disposed of all Company property at its fair market value as of the date of the event giving rise to the restatement and had distributed its remaining assets pursuant to section 10.

SECTION 4.3 Funding Obligations. The Members shall have the following funding obligations which shall be credited to the Capital Account of each Member upon payment:

(a) Initial Capital Contribution. The Initial Capital Contribution of Quorum shall be sufficient to fund the purchase of the Hospital at closing under the Purchase Agreement. The Members acknowledge that Quorum's Capital Contribution was made by its contribution of a demand promissory note. The Initial Capital Contribution of Clinic and Summa shall be the contract rights granted to the Company in the Affiliation Agreement which shall be deemed equal in value to an aggregate Percentage Share of the Units of five percent (5%).

(b) Assessments. Assessments in such amounts as determined from time to time by the Board to fund the operations and capital needs of the Company. Assessments shall be made pro rata based on each Member's Percentage Share of the Units outstanding. Such assessments shall be reasonable when considering the cash available and to be available from other sources and such needs. The Clinic and Summa shall each have the right to determine if they wish to comply with an assessment. If the Clinic or Summa does not comply with an assessment, Quorum shall have the right to pay such assessment and have it treated as an assessment against Quorum and a contribution of capital by Quorum. In such event, Quorum's capital account shall be adjusted pursuant to section 4.1(a) and Quorum shall receive a proportional increase in its number of Units and Percentage Share.

SECTION 4.4 Return of Capital. Except as otherwise provided in this Agreement, no Member shall:

(a) Demand. Have the right to demand the return of any capital contribution or have priority over any other Member either as to the return of capital contributions or as to any cash or other distribution by the Company.

(b) Liability. Except for a Member's obligation to restore a negative balance in its Capital Account pursuant to section 10.4, be liable for the return of all or any part of the capital contributions of the other Members. Any such return shall be made solely in cash and solely from the assets of the Company.

(c) Limitations. Have the right to (i) receive property other than cash in return of capital contributions or as any other form of distribution; (ii) withdraw any part of the Member's capital contributions; or (iii) receive any funds or property of the Company.

(d) Interest. Have interest accrue or be paid on the capital contributions of such Member.

(a) Initial Capital Contribution. The Initial Capital Contribution of Quorum shall be sufficient to fund the purchase of the Hospital at closing under the Purchase Agreement. The Members acknowledge that Quorum's Capital Contribution was made by its contribution of a demand promissory note. The Initial Capital Contribution of Clinic and Summa shall be the contract rights granted to the Company in the Affiliation Agreement which shall be deemed equal in value to an aggregate Percentage Share of the Units of five percent (5%).

(b) Assessments. Assessments in such amounts as determined from time to time by the Board to fund the operations and capital needs of the Company. Assessments shall be made pro rata based on each Member's Percentage Share of the Units outstanding. Such assessments shall be reasonable when considering the cash available and to be available from other sources and such needs. The Clinic and Summa shall each have the right to determine if they wish to comply with an assessment. If the Clinic or Summa does not comply with an assessment, Quorum shall have the right to pay such assessment and have it treated as an assessment against Quorum and a contribution of capital by Quorum. In such event, Quorum's capital account shall be adjusted pursuant to section 4.1(a) and Quorum shall receive a proportional increase in its number of Units and Percentage Share.

SECTION 4.4 Return of Capital. Except as otherwise provided in this Agreement, no Member shall:

(a) Demand. Have the right to demand the return of any capital contribution or have priority over any other Member either as to the return of capital contributions or as to any cash or other distribution by the Company.

(b) Liability. Except for a Member's obligation to restore a negative balance in its Capital Account pursuant to section 10.4, be liable for the return of all or any part of the capital contributions of the other Members. Any such return shall be made solely in cash and solely from the assets of the Company.

(c) Limitations. Have the right to (i) receive property other than cash in return of capital contributions or as any other form of distribution; (ii) withdraw any part of the Member's capital contributions; or (iii) receive any funds or property of the Company.

(d) Interest. Have interest accrue or be paid on the capital contributions of such Member.

SECTION 4.5 Units. Upon the contribution of the Initial Capital Contribution, each Member shall be allocated the following Percentage Share of the Units:

Quorum	95%
Clinic	2.5%
Summa	2.5%

The Company shall have no authority to issue certificates evidencing any interests in the Company. The Board acting on behalf of the Company, shall have the right to grant or sell options and other rights, including convertible securities, for the purchase of Units to Persons who provide services or other things of value to the Company, including employees of the Company, and to have the Company purchase, either directly or through a nominee, or to have issued, the Units as necessary or appropriate to permit the Company to fulfill the terms of any such options, rights or purchases. The Board may establish plans for the issuance of such options or rights to such Persons or for the purchase of Units by such Persons.

SECTION 5. DISTRIBUTIONS

SECTION 5.1 Cash Available for Distribution. The Board shall determine as of the end of each calendar quarter (or such other period the Board deems appropriate) the amount of Cash Available for Distribution as of the end of such period to be applied as provided in this section 5.1. Cash Available for Distribution shall be applied within 45 days of the end of each quarter to distribute the balance to all Members in accordance with their Percentage Share of Units.

SECTION 5.2 Final Distribution Proceeds. The Board shall determine the amount of Final Distribution Proceeds following an Event of Termination. All Final Distribution Proceeds shall be applied as provided in this section 5.2 not later than the end of the Company's taxable year in which the Event of Termination occurs (or, if later, the 90th calendar day following the Event of Termination). Notwithstanding the preceding sentence as long as such retention complies with the provisions of section 1.704-1(b) of the Regulations, the Company may (i) establish reasonable reserves for contingent or unforeseen liabilities or obligations pursuant to section 5.3 which need not be distributed until such liabilities or obligations are satisfied; and (ii) with respect to installment obligations and other amounts owed to the Company which are not collected prior to the time the Company is required to distribute its assets, may retain each such obligation until payment is received by the Company. The amount of Final Distribution Proceeds shall be applied to make a distribution to all Members having a positive balance in their Capital Accounts, after giving effect to the allocations pursuant to section 6, in proportion to the positive balances in their Capital Accounts.

SECTION 5.3 Reserves. The Company shall establish such reserves for the operation of the Company and to fund any contingent or unforeseen liabilities or obligations of the Company upon and after an Event of Termination as the Board determines in its reasonable discretion are necessary or appropriate.

SECTION 6. ALLOCATIONS

SECTION 6.1 Allocation of Profits. After giving effect to the special allocations set forth in sections 6.3 and 6.4 hereof, Profits for any fiscal year or other shorter period shall be allocated among Members in accordance with their respective Percentage Shares. The definition of capitalized terms used in this section 6, not previously defined herein are set forth in section 6.8

SECTION 6.2 Allocation of Losses. After giving effect to the special allocations set forth in sections 6.3 and 6.4 hereof, Losses for any fiscal year or other shorter period shall be allocated among Members in accordance with their respective Percentage Shares.

(a) The Losses allocated pursuant to section 6.2 hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Member other than the Assuming Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. In the event some but not all of the Members other than the Assuming Member would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to section 6.2, the limitation set forth in this subsection 6.2(a) shall be applied on a Member by Member basis so as to allocate the maximum permissible Loss to each Member other than the Assuming Member under Section 1.704-1(b)(2)(ii)(d) of the Regulations. All Losses in excess of the limitation set forth in this subsection 6.2(a) shall be allocated to the Assuming Member.

SECTION 6.3 Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provision of this section 6, if there is a net decrease in Company Minimum Gain during any Company fiscal year or other shorter period, each Member shall be specially allocated items of Company income and gain for such year or other shorter period (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.7042(f)(6) and 1.704-2(j)(2) of the Regulations. This subsection 6.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.7042(i)(4) of the Regulations, notwithstanding any other provision of this section 6 except subsection 6.3(a), if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year or other shorter period, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such year or other shorter period (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This subsection 6.3(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this subsection 6.3(c) shall be made if and only to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this section 6 have been tentatively made as if this subsection 6.3(c) were not in this Agreement.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Company fiscal year or other shorter period that is in excess of the sum of (i) the amount such Member is obligated to restore, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this subsection 6.3(d) shall be made if and only to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this section 6 have been tentatively made as if subsection 6.3(c) hereof and this subsection 6.3(d) were not in this Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other shorter period shall be specially allocated among the Members, in accordance with their respective Percentage Shares.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other shorter period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(g) Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of his or her Interest, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(h) Allocations Relating to Taxable Issuance of Company Units. Any income, gain, loss or deduction realized as a direct or indirect result of the issuance of Units by the Company to a Member (the "Issuance Items") shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member shall be equal to the net amount that

would have been allocated to each such Member if the Issuance Items had not been realized.

(i) Imputed Interest. To the extent the Company has taxable interest income with respect to any promissory note pursuant to Section 483 or Sections 1271 through 1288 of the Code:

(1) Such interest income shall be specially allocated to the Member to whom such promissory note relates; and

(2) The amount of such interest income shall be excluded from the capital contributions credited to such Member's Capital Account in connection with payments of principal with respect to such promissory note.

SECTION 6.4 Curative Allocations. The allocations set forth in subsections 6.2(a), 6.3(a), 6.3(b), 6.3(c), 6.3(d), 6.3(e), 6.3(f) and 6.3(g) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this section 6.4. Therefore, notwithstanding any other provision of this section 6 (other than the Regulatory Allocations), the Board shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to sections 6.1, 6.2, 6.3(h), 6.3(i), and 6.5. In exercising its discretion under this section 6.4, the Board shall take into account future Regulatory Allocations under subsections 6.3(a) and 6.3(b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under subsections 6.3(e) and 6.3(f).

SECTION 6.5 Other Allocations Rules.

(a) Basis for Determining Profits or Losses. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board on a consistent basis using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Distributions of Cash treated as proceeds from Nonrecourse Liability or Member Nonrecourse Debt. To the extent permitted by Sections 1.704-2(h)(3) of the Regulations, the Board shall endeavor to treat distributions of cash as having been made from the proceeds of a Nonrecourse Liability or a Member Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Member.

(c) Allocations of Items Not Otherwise Allocated. Except as otherwise provided in this Agreement, all items of Company income, gain, credit, loss, deduction, and any other

allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for such fiscal year or other shorter period.

(d) Allocations Binding. The Members are aware of the income tax consequences of the allocations made by this section 6 and hereby agree to be bound by the provisions of this section 6 in reporting their respective shares of Company income and loss for income tax purposes. The Members further intend that pursuant to Regulations Section 1.704-1(b)(3), the Members' respective interests in the Company are equal to their respective Percentage Shares for purposes of complying with Section 704(b) of the Code.

SECTION 6.6 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value.

In the event the Gross Asset Value of any Company asset is adjusted pursuant to subsection 6.8(h)(2) hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Board in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this section 6.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

SECTION 6.7 Allocations with Respect to Transferred Interests.

(a) General Rule. If any Member's Interest is transferred, or is increased or decreased by reason of the admission of a new Member, or otherwise, during any fiscal year or other shorter period of the Company, Profits or Losses and any other item of income, gain, loss, deduction or credit of the Company for such fiscal year or other shorter period shall be allocated among the Members in accordance with their varying respective Percentage Shares which they had from time to time during such fiscal year or other shorter period in accordance with Code Section 706(d).

(b) Accounting Convention. For convenience in accounting, the Company may, to the extent permitted by law, treat a transfer of an Interest, or an increase or decrease of a Member's Percentage Share, that occurs at any time during a month (commencing with the month including the date of this Agreement) as having been consummated on the first day of that month, regardless of when during that month, the transfer, increase or decrease actually occurs, or adopt such other convention as the Board may lawfully select.

(c) Sale or Other Disposition of All Assets. Notwithstanding anything in section 6.6 to the contrary, gain or loss of the Company realized in connection with the sale or other disposition of all or substantially all Company Property and/or the liquidation of the Company shall be allocated only to Members who own Interests as of the date such transaction occurs.

SECTION 6.8 Allocation Definitions.

(a) Adjusted Capital Account Deficit shall mean with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year or other shorter period, after giving effect to the following adjustments:

(1) Credit to such Capital Account any amounts which such Member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(2) Debit to such Capital Account the items described in Sections 1.704- 1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(b) Nonrecourse Deductions has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

(c) Nonrecourse Liability has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

(d) Member Nonrecourse Debt has the meaning set forth in Section 1.704-2(b)(4) of the Regulations for "Partner Nonrecourse Debt" after substituting therein the word "Member" in place of the word "Partner".

(e) Member Nonrecourse Debt Minimum Gain means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

(f) Member Nonrecourse Deductions has the meaning set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations for "Partner Nonrecourse Deductions" after substituting therein the word "Member" in place of the word "Partner".

(g) Company Minimum Gain has the meaning set forth in Regulations Sections 1.7042(b)(2) and 1.704-2(d) for "Partnership Minimum Gain" after substituting therein the word "Company" in place of the word "Partnership".

(h) Gross Asset Value shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset as determined by the Members and the Company;

(2) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (a) the acquisition of an additional Interest by any new or existing Member in exchange for more than a de minimis capital contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an Interest; and (c) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (a) and (b) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic rights of the Members in the Company;

(3) The Gross Asset Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution as determined by the distributee and the Board; and

(4) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and section 6.5 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subsection 6.8(h)(4) to the extent the Board determines that an adjustment pursuant to subsection 6.8(h)(2) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection 6.8(h)(4).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsections 6.8(h)(1), 6.8(h)(2) or 6.8(h)(3) such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

SECTION 7. OBLIGATIONS OF MEMBERS

SECTION 7.1 Related Party Transactions. No transaction or contract to which the Company is or may be a party shall be void, voidable or a breach of fiduciary duty for reason that any Member, or any Affiliate of the Member, is a party thereto. The Company is expressly permitted to enter into transactions with any Affiliates, Affiliates of Members or other Persons in which the Company or its Affiliates have an ownership or investment interest or that have an Interest in the Company, provided that the terms of the transactions are not less favorable to the Company than the terms generally governing comparable transactions between unrelated parties in the geographic area in which the Company is located. Additionally, the Company may obtain loans from its Members which are commercially reasonable. Each Member acknowledges that the Company and the Members, or Affiliates thereof, may enter into certain service agreements with respect to the Business pursuant to which the Member or Affiliate thereof shall be entitled to

certain compensation as set forth in such agreement. The Company is authorized to enter into the Affiliation Agreement, Employee Leasing Agreement, Management Agreement and Cash Management Agreements. Except for the Affiliation Agreement, Management Agreement, and Cash Management Agreements, or agreements which comport with the first three sentences of this section 7.1, the related party agreements and any amendments thereto must be approved by the supermajority vote of the Board, as set forth in section 3.9.

SECTION 7.2 Business Activities of Members. Each Member and its Affiliates may engage in other business activities without liability or accounting to the Company. Each Member may participate in other preferred provider organizations, health maintenance organizations or other health care provider businesses, as long as such participation does not preclude the Member from complying with the requirements of the Business and does not violate section 7.3. It shall not be deemed a breach of any Member's duty of loyalty to the Company for that Member to pursue, for that Member's own benefit, any opportunity outside the Area (as defined in section 7.3).

SECTION 7.3 Non-Compete Restriction. Each of the Members agree that from the date of this Agreement until the later of (i) a date when Quorum, Clinic and Summa and their Affiliates are no longer Members, or (ii) twelve months after any termination of the Affiliation Agreement, each of Quorum, Clinic and Summa hereby grant the Company a right of first refusal to develop, acquire or operate all new ventures, enterprises, undertakings or business proposals (other than entering into a non-exclusive provider agreement with a physician) of any kind (a "Proposed Venture") proposed to be developed, acquired or operated by either Quorum or its Affiliates or Clinic or its Affiliates or Summa or its Affiliates wherein the facilities of such Proposed Venture are to be located within an area (the "Area") within a five (5) mile radius of the facilities of the Company at 400 Austin Avenue, N.W., Massillon, Ohio but excluding the area presently constituting the contiguous main campus of Altman Hospital located at 2600 Sixth Street, S.W., Canton, Ohio; provided, that if Quorum, Clinic or Summa or any of their Affiliates acquire or enter into a joint venture or similar arrangement with an acute care hospital or health system based primarily outside the Area the foregoing right of first refusal shall not apply to existing facilities of the acquired entity or system which are already located in the Area as of the date of such acquisition, joint venture or similar arrangements if the acquiring party shall have undertaken reasonable efforts to cause such existing facilities in the Area to be reasonably offered to the Company and such efforts shall have been unsuccessful. The foregoing notwithstanding, "reasonable efforts" shall not include any action by the acquiring party which, in the reasonable judgment of such party, is reasonably anticipated to impair consummation of an acquisition, joint venture or similar arrangement or require any material concession by such party in the negotiations therefore. Each of the Members represent and warrant that with respect to that party and its Affiliates it does not directly or indirectly own or operate any business facilities of any kind within Stark County except that owned by the Company.

(a) Venture Offer. Prior to developing, acquiring or operating any Proposed Venture that is subject to the terms of this section 7.3, Quorum, Clinic or Summa, as applicable, shall give to the Members and Company written notice (the "Venture Notice") which shall

include a detailed description of the Proposed Venture and an offer (the "Venture Offer") to the Company to develop, acquire or operate the Proposed Venture.

(b) Venture Period. The Venture Offer shall be irrevocable for a period ending at 11:59 p.m., local time at the Company's principal place of business, on the thirtieth (30th) day following the day the Members and Company receive the Venture Notice (the "Venture Period").

(c) Acceptance of Venture Offer. At any time during the Venture Period, the Board may accept or waive the Company's right to accept the Venture Offer on behalf of the Company by giving written notice of such acceptance or waiver to Quorum, Clinic or Summa, as applicable.

(d) Failure to Accept First Refusal Offer. If the Venture Offer is not accepted by the Company in the manner provided herein, Quorum, Clinic or Summa, as applicable, may commence the development, acquisition or operation of the Proposed Venture (but it shall be limited solely to the matters and pursued in the manner described in the Venture Offer) at any time within three months after the last day of the Venture Period. If the Proposed Venture is not commenced within the preceding time period, Quorum, Clinic or Summa, as applicable, will be required to make a new Venture Offer before commencing the Proposed Venture.

SECTION 7.4 Expenses. With respect to Company approved activities, each Member shall be reimbursed by the Company for all reasonable and necessary expenses approved in advance by the Company and directly and reasonably incurred by it as a Member in the conduct of any Company business; provided that the Member shall submit reasonable documentation to the Board with respect to such expenses prior to receiving any reimbursement thereof.

SECTION 7.5 Compensation. Except for the fees paid to Quorum or an Affiliate of Quorum pursuant to agreements complying with section 7.1, or with the supermajority vote of the Board, no Member or Affiliate thereof shall be entitled to any salary or other compensation from the Company. The compensation for each Member shall be the Cash Available for Distribution under this Agreement and any payment made pursuant to the agreements between the Company and the Member or Affiliate thereof.

SECTION 7.6 Company Property. All real or personal property acquired by or contributed to the Company shall be Company property and title shall be held in the name of the Company. No Member individually shall have any beneficial ownership of such property or the right to have any such property partitioned. No Company property shall be withdrawn or otherwise distributed to any Member unless the Board determines such property is not needed in the operation of the Company, and the distribution shall not impair the solvency of the Company. In such event, unless otherwise agreed upon by the vote of the Members, the Company property shall be distributed to each Member in the proportion of each Member's respective interest in the Company determined as if an Event of Termination had occurred where the Company had disposed of the Company property at its fair market value as of the date of the distribution of the Company property and had distributed its remaining assets pursuant to section 10.

SECTION 7.7 Status of Company for Tax Purposes. The Members intend that the Company be classified as a partnership for federal income tax purposes. The Members shall be under a continuing obligation to perform their duties and responsibilities under this Agreement in light of such intention, and the Company shall do any and all things and acts necessary or appropriate to maintain such classification. The Members understand and acknowledge that the Company shall be treated as a partnership for all Delaware and Ohio state and local taxes if the Company is so classified for federal income tax purposes. Any provisions required by Rev. Proc. 95-10 as it may be amended, supplemented or superseded to be expressly included in this Agreement with respect to a manager-managed (as opposed to a member-managed) limited liability company in order for the Company to be taxed as a partnership and not otherwise set forth herein are hereby expressly incorporated herein by reference. The Company shall do any and all things and acts reasonably necessary or appropriate in order to prevent the Company from becoming a “publicly traded partnership” within the meaning of Section 7704 of the Code and the Regulations thereunder.

SECTION 7.8 Net Worth Representation. After making its initial Capital Contribution as described in section 4.3 hereof, and as of the date of this Agreement, the assets of the Assuming Member (other than its interest in, or claims against, the Company and any other partnerships or limited liability companies in which the Assuming Member owns an interest) shall have an aggregate value exceeding the Assuming Member’s aggregate liabilities, both the assets and liabilities being recorded and reported as required by Rev. Proc. 72-13 (such assets less such liabilities being hereinafter referred to as “Net Worth”), by an amount equal to no less than the amount of Net Worth required of such Assuming Member in order to satisfy the requirements applicable to “manager-managed” limited liability companies under Rev. Proc. 95-10.

SECTION 8. ACCOUNTING

SECTION 8.1 Books and Records. The books and records of the Company shall be kept in sufficient detail to determine the Profit and Loss and the Federal income tax items of the Company for each period for which an allocation is to be made pursuant to this Agreement. The Company shall also keep such books and records in sufficient detail so as to permit preparation of financial statements in accordance with generally accepted accounting methods and principles of such period. Such books and records and financial statements together with any other records and documents required to be made available by the Company for inspection under the Act shall be maintained at the principal office of the Company. Such documents shall be open for inspection and examination, copying, verification or audit thereof by any Member or its duly authorized representative, at the expense of such Member. The Company shall cooperate with any Member in any such reasonable inspection, examination, verification or audit.

SECTION 8.2 Accounting Period and Basis. The accounting period and taxable year of the Company shall be the period specified in section 6.1. The Company shall prepare all financial statements on the accrual method of accounting or such other reasonable accounting method selected by the Board.

SECTION 8.3 Tax Matters Partner. Quorum shall act as the Tax Matters Partner as defined in section 6231(a)(7) of the Code. The Company shall provide the Members with a copy of all correspondence and shall keep the Members reasonably informed of any audit, administrative or judicial proceedings involving the potential adjustment at the Company level of any item required to be taken into account by the Members for purpose of Federal income taxation. If any controversy develops with the Internal Revenue Service or any other taxing authority involving the Company, either directly or indirectly, the Board may in respect thereof incur expenses on behalf of the Company which it deems necessary and advisable in the interest of the Company including, without limitation, attorneys' and accounting fees. The Tax Matters Partner may execute or agree to a settlement or compromise of such controversy, waive or extend the statute of limitation, choose the forum for litigation and file amended tax returns only with the consent of the Board.

SECTION 8.4 Tax Elections. The Board shall have the responsibility for making (and revoking) all tax elections on behalf of the Company (and which are to be made by the Company as opposed to the Members) under the Code.

SECTION 9. LIMITATIONS UPON TRANSFER

SECTION 9.1 Admission of New Member. A new Member may be admitted only upon the vote of the Board and shall be effective only if:

(a) Approval. The admission of the new Member satisfies the membership criteria established by the Board from time to time;

(b) Capital Contribution. The proposed new Member has paid in the Initial Capital Contribution in accordance with section 4.3(a) or contributed property, services or other items equivalent thereto and deemed adequate by the Board;

(c) Assumption. The proposed new Member shall have agreed in writing to assume all obligations as a Member under, and to be bound by, this Agreement; and

(d) Documents. The proposed new Member shall have executed such documents as the Company may reasonably require for effecting such admission.

(e) Preemptive Rights. Clinic and Summa shall have received an opportunity to maintain their respective Percentage Share by purchasing a pro rata portion of any new Units issued by the Company, which right shall be exercised within 10 days of notice to Clinic and Summa on the terms and conditions contained in such notice.

SECTION 9.2 Resignation. No Member may resign as a Member from the Company except with the written consent of the other Members. The resignation of the Member shall be treated as a Voluntary Transfer and offer to sell the Interest of such Member as provided in section 9.5.

SECTION 9.3 Voluntary Transfer. Except as provided in section 9.5, no Member may make a Voluntary Transfer of the whole or any portion of its Interest, without the

supermajority vote of the Board pursuant to section 3.9. Any Voluntary Transfer in violation of this section 9.3 shall be treated as a resignation by such Member and an offer to sell the Interest of such member as provided in section 9.5.

SECTION 9.4 Involuntary Withdrawal. Upon the Involuntary withdrawal of any Member, the Company shall be dissolved unless within 90 days thereof Quorum, Clinic and Summa (or Members holding a majority of all Interests in the Company if Quorum, Clinic and Summa do not collectively hold a majority in Interests (as such phrase is defined in Revenue Procedure 94-46) in the Company) elect to continue the business of the Company. The Involuntary Withdrawal of the Member shall be treated as an offer to sell the Interest of such Member as provided in section 9.6. In the event the remaining Members do not purchase the Interest of the withdrawing Member and continue the business of the Company upon the Involuntary Withdrawal of a Member, the successor in interest may, upon the written consent of the other Members, become a transferee with respect to the Interest of the Member with the rights set forth in section 9.8.

SECTION 9.5 Purchase Right. Subject to the provisions of subsection (d) of this section 9.5, upon the Voluntary Transfer by a Member (“Selling Member”), the other Members (“Purchasing Members”) shall have the right to purchase (“Purchase Right”) the Interest of the Selling Member as provided in this section 9.5. Any purported Voluntary Transfer other than pursuant to this Agreement is null and void and the Company shall not give any effect to any such attempted Voluntary Transfer. The terms of the Purchase Right are as follows:

(a) **Offer By Selling Member.** In the event a Selling Member desires to make a Voluntary Transfer, it shall make an offer in writing to the Purchasing Members (the “Offer”), and the Offer shall include: (i) a statement of the Selling Member’s intention to make a Voluntary Transfer, (ii) the name(s) and address(es) of the prospective third party transferee(s), (iii) the number of Units involved in the proposed third party transaction, and (iv) the full terms and conditions of the transaction (which shall include, but not be limited to, a detailed description of the transaction, including the names and addresses of all parties thereto, and the price, time, method and other conditions of payment), including a true copy of the bona fide written offer presented to the Selling Member by the prospective third party transferee(s) (the “Third Party Offer”).

(b) **Acceptance of Offer.** The Purchasing Members may, at each of their option, provide a written notice to the Selling Member of their acceptance of the Offer within 60 days of the date the Purchasing Members received the Offer. If the Offer is not accepted by all Purchasing Members, then any accepting Purchasing Member shall have the right to purchase all of the remaining Units involved in the Offer within the succeeding 15 day period. If not all of the Units described in the Offer have been accepted in the fashion described above, the Offer shall be deemed not accepted by any Purchasing Members. If there is more than one Purchasing Member, the Purchasing Members shall be entitled to purchase pursuant to the Offer in proportion to their respective Percentage Share of Units at the time of the Offer. If the Offer is not accepted, the Selling Member may make a bona fide Voluntary Transfer to the third party transferee named in the statement attached to the Offer but only in strict accordance with the Third Party Offer.

(c) Purchase Price Determination. The purchase price and the terms and conditions subject to the Offer shall be the same as set forth in the Third Party Offer. The closing of the purchase shall take place at the principal office of the Company and shall occur within 30 days of acceptance of the Offer. At closing, the purchase price shall be paid in accordance with the manner set forth in the Third Party Offer, provided that if the Third Party Offer includes any consideration other than cash, the Purchasing Member(s), at their option, may pay in cash the fair market value of such non-cash consideration.

(d) Exceptions. The provisions of this section 9.5 are subject to and only arise to the extent that they are not in conflict with (and the rights are subordinate to) any provisions in the Purchase Agreement. The following sales shall be exempt from the provisions of sections 9.3 and 9.5: (i) sale of Interests to physicians practicing within the marketplace served by the Company who are members of the medical staff of the Company's hospital; (ii) any Voluntary Transfer by Quorum of up to an aggregate maximum of ten percent (10%) of the Units beneficially owned by Quorum; (iii) a bona fide pledge and bona fide foreclosure or transfer in lieu of foreclosure and transfer thereafter, and (iv) any transfer by Quorum of its Units to one of its Affiliates provided that such Affiliate agrees to be bound hereby.

SECTION 9.6 Purchase Option. Clinic and Summa ("Purchasers") shall have the option to purchase ("Change In Control Option") the Interest of Quorum for a price and upon the terms set forth in this section 9.6. Additionally, upon the Involuntary Withdrawal of a Member (the "Selling Member") the other Members ("Purchasing Members") shall have the right (the "Involuntary Withdrawal Option") to purchase the Interest of the Selling Member for a price and upon the terms set forth in this section 9.6.

(a) Exercise. The Change In Control Option and Involuntary Withdrawal Option may be exercised by the Purchasers as follows:

(i) Change of Control. In the event of a Change In Control, as defined herein, of Quorum Health Group, Inc. ("QHG") in which a Competitor, as defined herein, acquires control of QHG, the Purchasers may exercise the Change In Control Option by giving written notice to Quorum at any time during the 20 day period following a Change In Control of QHG. For purposes of this section 9.6, a "Change In Control" of QHG shall be deemed to have occurred upon the happening of any event, transaction or series of transactions (including, without limitation, a purchase of outstanding or newly issued voting securities, merger, consolidation or business combination) that results in a Competitor increasing its ownership of voting securities of QHG (or an entity that owns fifty percent (50%) or more of the voting securities of QHG) to be in excess of fifty percent (50%) of all outstanding voting securities of QHG (or an entity that owns fifty percent (50%) or more of the voting securities of QHG) as of such date. For purposes of this section 9.6, "Competitor" means Columbia/HCA Healthcare Corporation, University Hospitals of Cleveland and any entity which succeeds to ownership of 50% or more of the voting securities or all or substantially all of the assets of such entities.

(ii) Involuntary Withdrawal. The Purchasing Members may, at each of their options, provide written notice to the Selling Member suffering an Involuntary Withdrawal of their intention to exercise their Involuntary Withdrawal Option as provided in this section 9.6

within 15 days of the date the Purchasing Members receive notice of the event of Involuntary Withdrawal. If there is more than one Purchasing Member, the Purchasing Members shall be entitled to purchase in accordance with their respective Percentage Share of Units at the time of the written notice to the Selling Member.

(iii) Exceptions. The provisions of this section 9.6 are subject to and only arise to the extent that they are not in conflict with (and the rights are subordinate to) any provisions in the Purchase Agreement.

(b) Purchase Price Determination. Within 20 days of the date of the exercise of a Change In Control Option or Involuntary Withdrawal Option, the affected Members shall mutually agree upon a purchase price for the Interest being sold. If the affected Members are unable to mutually agree upon a purchase price, the affected Members shall mutually select a disinterested appraiser to evaluate the Business and determine the fair market value of the Business. If the affected Members cannot select an appraiser, then the American Arbitration Association shall be petitioned to designate an appraiser. The cost of the appraisal and any necessary arbitration shall be paid one-half by the seller and one-half by the purchasers. The appraiser shall provide a written notice ("FMV Notice") to each affected Member of its determination of the fair market value, which determination shall be binding upon the affected Members. The purchase price for the Interest being acquired pursuant to this section 9.6 shall then be the product of (i) the fair market value of the Business pursuant to the FMV Notice multiplied by (ii) the Percentage Share of Quorum or the Selling Member, respectively.

(c) Closing. The closing of the purchase pursuant to this section 9.6 shall take place at the principal place of business of the Company as such time and during reasonable business hours on such day as designated by the Purchasers or Purchasing Members, provided that such closing shall not be later than 10 days after the purchase price has been determined in accordance with section 9.6(b). Unless otherwise agreed by the Members, the purchase price shall be payable in cash.

SECTION 9.7 Required Return. In the event the Affiliation Agreement expires without being renewed or is terminated for any reason other than termination by Quorum without cause and Company is not participating in a successor agreement or arrangement similar to the Affiliation Agreement which is otherwise acceptable to Company as granting comparable benefits in Company's sole discretion, then the Interest of Summa and Clinic shall be deemed immediately transferred to Quorum, Inc. or its assigns and Summa and Clinic shall no longer have any rights or interest in the Company, under this Agreement or otherwise. In addition, in the even of a "Partial Termination" of the Affiliation Agreement (as defined in section 3.3 of the Affiliation Agreement) by Clinic or the Company, then Clinic's Interest shall be deemed immediately transferred to Quorum, Inc. or its assigns and Clinic shall no longer have any rights or interest in the Company, under this Agreement or otherwise.

SECTION 9.8 Rights of Substitute Member. Unless admitted as a substitute Member pursuant to this section 9.8, any transferee of a Member shall not be entitled to any other rights or privileges of a Member, including without limitation, any rights to inspect Company records or have representatives on the Board. If such transferee is not admitted

as a substitute Member, then the rights attributed to the Interest held by the transferee shall not be deemed allocated or otherwise be deemed outstanding for any provision of this Agreement. A transferee of an Interest pursuant to any transfer in accordance with the provisions of this Agreement shall succeed to the Capital Account representing the transferred Interest. A transferee of the whole or any portion of any Interest of a Member shall become a substitute Member with respect to such Interest only if:

(a) Approval. The admission of the substitute Member has been approved by the vote of the Board.

(b) Request. The transferring Member shall have forwarded to the Company a request for admission of the substitute Member, duly executed by the transferring Member and the proposed substitute Member.

(c) Assumption. The proposed substitute Member shall have agreed in writing to assume all obligations of it as a Member under, and to be bound by, this Agreement.

(d) Documents. The transferring Member and the proposed substitute Member shall have executed such documents as the Company may reasonably require for effecting such substitution.

(e) Payment. The transferring Member shall have paid or caused to be paid all costs related to such transfer, including legal fees and other expenses incurred by the Company.

SECTION 9.9 Restrictions on Sale or Exchange. The Interests have not been registered under the Securities Act of 1933, as amended, but were issued pursuant to an exemption from such registration. Notwithstanding any provisions to the contrary in this Agreement, no reoffers, reoffers for sale, resale or transfer of the Interests may be made except pursuant to an exemption from such registration under the Securities Act of 1933 and applicable state law evidenced by an opinion of counsel in form and by counsel reasonably satisfactory to the Board. Furthermore, no transfer may be except upon receipt of an opinion of counsel in form and by counsel reasonably satisfactory to the Company that the ownership of the Interest by the assignee shall not violate either the Medicare fraud and abuse statute or the federal, Delaware or Ohio Stark Bill.

SECTION 9.10 Sale of Assets. In the event the Company desires to sell all or substantially all of its assets to a Competitor (as defined in section 9.6(a)(1)) each of Clinic and Summa shall have the right to purchase ("Right of Refusal") such assets as provided in this section 9.10. The terms of the Right of Refusal are as follows:

(a) Offer By Company. In the event Company desires to sell all or substantially all of its assets to a Competitor, it shall make an offer in writing to each of Clinic and Summa (the "Offer"), and the Offer shall include: (i) a statement of the Company's intention to sell all or substantially all of its assets to a Competitor, (ii) the name(s) and address(es) of the prospective third party purchaser(s), (iii) a brief description of the assets involved in the proposed third party transaction, and (iv) the full terms and conditions of the transaction (which shall include, but not be limited to, a detailed description of the transaction, including the names and addresses of all parties thereto, and the price, time,

method and other conditions of payment), including a true copy of the bona fide written offer presented to the Company (or third party transferee(s)) by the prospective third party transferee(s) (or the Company) (the "Third Party Offer").

(b) Acceptance of Offer. Clinic and Summa may, at each of their option, provide a written notice to the Company of their acceptance of the Offer within 60 days of the date Clinic or Summa received the Offer. If the Offer is accepted by both Clinic and Summa, then Clinic and Summa shall provide written notice to the Company within 5 days advising the Company which of them will purchase the assets subject to the Third Party Offer or whether they will jointly purchase the assets subject to the Third Party Offer. If such notice is not timely given, the Offer shall be deemed to be rejected by Clinic and Summa. If the Offer is not accepted, the Company may sell the assets to the third party transferee named in the statement attached to the Offer in accordance with the Third Party Offer.

(c) Purchase Price Determination. The purchase price and the terms and conditions subject to the Offer shall be the same as set forth in the Third Party Offer. The closing of the purchase shall take place at the principal office of the Company and shall occur within 30 days of acceptance of the Offer. At closing, the purchase price shall be paid in accordance with the manner set forth in the Third Party Offer, provided that if the Third Party Offer includes any consideration other than cash, the purchaser, at its option, may pay in cash the fair market value of such non-cash consideration.

SECTION 10. DISSOLUTION

SECTION 10.1 Event of Termination. The Company shall continue until terminated upon the happening of any one of the following events:

(a) Term. Expiration of term of the Company that ends December 31, 2046.

(b) Consent. The vote of the Board to terminate the Company.

(c) Involuntary Withdrawal. The Involuntary Withdrawal of a Member, unless the remaining Members elect continue the Company pursuant to section 9.4.

(d) Sale of Business. The sale or disposition of all or substantially all of the Business.

Upon termination of the Company pursuant to this section 10.1, the company business shall be terminated, its liabilities discharged, its property distributed as hereinafter described, and the Company shall be liquidated. A reasonable period of time shall be allowed for the orderly termination of the business, discharge of its liabilities, and distribution of its remaining cash and other property as Final Distribution Proceeds pursuant to section 5.2.

SECTION 10.2 Winding Up. Upon an Event of Termination, for purposes of the termination of the Company business, discharge of its liabilities, and distribution of its remaining property, the Board shall have the exclusive power and authority to act on behalf of the Company, to terminate the Company business, to sell and convey any

property of the Company for such consideration and upon such terms and conditions as the Board reasonably deems appropriate, to discharge the Company's liabilities, to set up and maintain all cash and other reserves permitted pursuant to section 5.3 and to apply all Company property as provided in this section 10.2. The Board shall apply all Company property to pay, or to provide the reserves as then set up and maintained pursuant to section 5.3 for payment of, all expenses of liquidation and to satisfy all liabilities and obligations of the Company as provided by the Act, and then distribute any remaining cash and other property as Final Distribution Proceeds pursuant to section 5.2.

SECTION 10.3 Distribution to Liquidating Trust. In the discretion of the Board assets otherwise distributable to the Members (or assignees) pursuant to section 10.2 may be distributed to a liquidating trust established for the benefit, and upon the agreement, of all Members (and assignees) for purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or potential liabilities or obligations of the Company. The term of such trust may extend beyond the existence of the Company, and any such extended term shall not be an extension of the Company's existence. All assets of any such trust remaining upon the termination thereof shall be distributed to the Members (and assignees) in the same proportions as such assets would have otherwise been distributed to the Members by the Company.

SECTION 10.4 Restoration of Deficit Capital Account. In the event Clinic or Summa, following an Event of Termination, has a deficit in its Capital Account as a result of a distribution previously made pursuant to section 5, then Clinic or Summa, respectively, shall be obligated to pay to the Company an amount equal to such deficit. In the event the Assuming Member, following an Event of Termination, has a deficit in its Capital Account, then the Assuming Member shall be obligated to pay to the Company an amount equal to such deficit. Any Member required to so contribute shall contribute the amount of such deficit within 30 days of a request for such payment from the Board. No Member other than the Assuming Member, Clinic and Summa shall have any liability for restoration of any negative Capital Account balance, and the Assuming Member, Clinic and Summa shall have no liability for restoration of any other Member's negative Capital Account Balance.

SECTION 11. MISCELLANEOUS

SECTION 11.1 Notices. All notices shall be in writing and shall be sent by (i) personal delivery; (ii) first class mail, postage prepaid; (iii) national overnight courier; or (iv) telecopier, with telephone confirmation. Notice shall be deemed given on the day such notice is delivered to the recipient or, with respect to any mailing, two days after such notice is deposited in the mail. Unless otherwise specified by a notice to the Company all notices shall be given or made upon the Members at the address (or telecopy number) set forth in the records of the Company or as they may be changed from time to time by written notice.

SECTION 11.2 Amendment. This Agreement may be amended in whole or part in a writing approved by the supermajority vote of the Board pursuant to section 3.9. However, no amendment may reduce any right under this Agreement of any transferee of

an Interest, including any right attributable to such Interest to participate in allocations or distributions, without the consent of the transferee.

SECTION 11.3 Construction. The following shall be applicable in interpreting and construing the terms of this Agreement:

(a) Complete Agreement. This Agreement contains the entire agreement among the parties and supersedes any prior understandings or agreements between them respecting the subject matter hereof. This Agreement may be executed in several counterparts, and each executed counterpart shall be considered as an original of this Agreement.

(b) Binding. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and permitted assigns.

(c) Interpretation. The captions at the beginning of the sections of this Agreement are not part of the context hereof, but are merely labels to assist in locating and reading those sections and shall be ignored in construing this Agreement. Each exhibit and schedule referred to in this Agreement is incorporated by reference.

(d) Governing Law. This Agreement shall be governed by, and construed pursuant to, the laws of the State of Delaware. Each provision of this Agreement is severable from every other provision of this Agreement.

SECTION 11.4 Rights of Third Parties. This Agreement is expressly intended by the parties to benefit at any time solely those persons who at that time are Members pursuant to the provisions of this Agreement and not any other persons including without limitation any creditors of, or other persons claiming through, the Company. This Agreement shall be enforceable, and proceedings to remedy any breach of this Agreement shall be brought, solely by any one or more of the Members or the legal representatives thereof. By way of illustration and not in limitation of the foregoing, the obligation by any Member (other than the Assuming Member) to make capital contributions or to restore any negative balance in a Capital Account is for the benefit solely of the Members and shall not be enforceable by any creditor of, or other person claiming through, the Company.

SECTION 11.5 Business Rights. Under the asset purchase agreement and related agreements executed at closing thereof (collectively, the “purchase agreement”) between the Company and Doctors Hospital, Inc. of Stark County and Comp Care, Inc. (“hospital”) certain rights have been granted to the hospital. In addition, the Company has entered into the Affiliation Agreement, Management Agreement, Cash Management Agreements and Employee Leasing Agreement that imposes certain restrictions and requirements on the Company. The Members each acknowledge that the rights granted under all of these agreements are enforceable against the Company.

SECTION 11.6 Waiver of Action for Partition. Each Member (and assignee) irrevocably waives, during the term of the Company, any right that he may have to maintain any action for partition with respect to the Company and its property.

SECTION 11.7 Survival of Provisions. Whenever possible, each provision and term of this Agreement shall be interpreted in such manner as to be valid and enforceable; provided that in the event any provision or term of this Agreement should be determined to be invalid or unenforceable, all other provisions and terms of this Agreement and the application thereof to all persons and circumstances subject thereto shall remain unaffected to the extent permitted by law.

SECTION 11.8 Arbitration of Disputes. The parties hereto agree that they shall seek to resolve any and all disputes arising under this Agreement or the documents delivered pursuant hereto or otherwise relating to the transactions contemplated hereby in an amicable and businesslike manner through informal discussions. In the event such informal discussions have not produced a resolution of such dispute within fifteen (15) days of commencing such informal discussions, then either party may initiate arbitration proceedings with respect to the dispute. The parties hereby agree that any such arbitration shall be final and binding upon the parties, to the fullest extent permitted by law. Such arbitration proceedings shall be conducted in the State of Ohio and in accordance with the National Health Lawyer's Association Alternative Dispute Resolution Procedures as then in effect.

SECTION 11.9 Recognition of Non-Profit and Exempt Status of Clinic and Summa. The parties hereby acknowledge that (i) Clinic and Summa are tax-exempt organizations pursuant to section 501(c)(3) of the Code and nonprofit corporations under Ohio law and (ii) it is intended that the organization and operation of the Company shall not adversely affect their status as such. Taxation of income received by Clinic or Summa pursuant to this Agreement shall not be deemed to affect such status. Accordingly, the parties agree that, if any action proposed to be taken by the Company shall reasonably be expected to adversely affect the status of either the Clinic or Summa and Clinic or Summa shall have provided Quorum a written description and analysis of the adverse affect, the Members shall attempt, in good faith, to take such action (or refrain from taking such action) as shall be necessary to avoid adversely affecting such status; provided, however, that this section shall not require any Member to take any action (or refrain from taking any action) that is determined (in the reasonable discretion of such Member) to be adverse to its own economic or other interest.

SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
MASSILLON HEALTH SYSTEM, LLC

This Second Amended and Restated Operating Agreement of Massillon Health System, LLC, effective as of April 21, 2005 (this "Agreement"), is entered into by QHG of Massillon, Inc., an Ohio corporation, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Amended and Restated Operating Agreement of the Company, adopted as of February 26, 1997.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Massillon Health System, LLC (the "Company").
2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101. et. seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Member and Capital Contribution. The name and the business address of the Member are set forth on Schedule A attached hereto and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company shall be listed in the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Member (the “Managing Member”). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company’s business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any of the officers of the Managing Member, or by any of the Officers of the Company. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of whom shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an “Officer”) shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby appoints the Officers set forth on Exhibit B hereto; and each person who may previously have been designated as an agent or officer of the Company is hereby removed from such office or designation, except to the extent such person shall have been re-appointed to such office as shown on Exhibit B.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company’s funds, cash, securities and other property and shall keep full and accurate

accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquirer. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Whenever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated transferee. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a Certificate for Interest, each transferee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member, Managers or Officers. Neither the Member, any manager nor any Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. To the fullest extent permitted by the Act the Company shall indemnify and hold harmless each manager, Officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons.

15. Certificate(s) for Interest. The interests in the Company of the members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"); provided, however, that nothing contained herein shall be deemed to affect the validity of any Certificate for Interest that may be outstanding on the date of this Agreement. The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective for all purposes as of the date first above written.

QHG OF MASSILLON, INC.

By: /s/ Donald P. Fay

Donald P. Fay

Executive Vice President

SCHEDULE A

Member and Business Address
QHG of Massillon, Inc.
5800 Tennyson Parkway
Plano, Texas 75024

Limited Liability
Company Interest
100%

EXHIBIT B
[List of Officers]

Name:	Title:
James D. Shelton	President
Michael J. Parsons	Executive Vice President
Donald P. Fay	Executive Vice President, General Counsel and Secretary
Daniel J. Moen	Executive Vice President
Burke W. Whitman	Executive Vice President
William L. Anderson	Senior Vice President
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Rebecca Hurley	Senior Vice President, Associate General Counsel and Assistant Secretary
James B. Shannon	Vice President
Karen Flinn	Vice President
Robert P. Frutiger	Vice President
Rosland F. McLeod	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

EXHIBIT C
Form of Assignment and Assumption Agreement
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between ("Assignor") and ("Assignee"), to be effective as of

RECITALS

WHEREAS, Assignor is the sole member in Massillon Health System, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, Assignor desires to transfer and assign its member interest in the Company (the "Member Interest") to Assignee, and Assignee desires to accept the Member Interest.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Rights, Title and Interests. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Member Interest in the Company.
2. Assumption of Liabilities. As consideration for the transfer of the Member Interest pursuant to Section 1 above, Assignee hereby assumes all the liabilities and obligations of Assignor relating to the Member Interest, and accepts and agrees to be bound by the provisions of the Second Amended and Restated Operating Agreement of the Company, dated effective as of April 21, 2005, as such may be amended, restated or supplemented from time to time.
3. Deliveries. Each of Assignor and Assignee agrees, at any time and from time to time, upon the request of the other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.
4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters provided for herein, and supercedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement.
5. Amendments. Any amendment to or waiver of any provision of this Agreement shall be in writing and executed by both parties hereto and their respective successors and assigns.
6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

8. Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

Assignor:

Assignee:

EXHIBIT D
Form of Certificate for Interest

CERTIFICATE FOR INTEREST
IN
MASSILLON HEALTH SYSTEM, LLC

No. [Date]

Massillon Health System, LLC, a Delaware limited liability company (the "Company"), hereby certifies that (the "Holder") is the registered holder of 100% of the membership interests in the Company, which membership interests are represented by this Certificate. The rights and limitations of the membership interests evidenced hereby are set forth in the Second Amended and Restated Operating Agreement of the Company dated effective as of April 21, 2005, as amended from time to time (the "LLC Agreement"), the terms of which are incorporated herein by reference. Defined terms not otherwise defined herein shall have the meanings assigned to them in the LLC Agreement. Copies of the LLC Agreement are on file in the principal offices of the Company at 5800 Tennyson Parkway, Plano, Texas 75024.

The Holder, by accepting this Certificate, is deemed to have agreed to comply with and be bound by the limitations of the membership interests evidenced hereby, as provided in the LLC Agreement.

The membership interests of the Holder in the Company are transferable only in accordance with the LLC Agreement. This Certificate must, in the event of a transfer of all or any portion of the membership interests in the Company, be surrendered to the Company for cancellation, whereupon a replacement Certificate(s) will be issued to the transferee, in accordance with the provisions of the LLC Agreement.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the undersigned has caused this Certificate for Interest to be executed on the date first above written

MASSILLON HEALTH SYSTEM, LLC

By

EXHIBIT A

BYLAWS
OF
MASSILLON HEALTH SYSTEM LLC

RECITALS

Massillon Health System LLC (“Company”) has been formed for the purpose of developing and operating the Business. The purpose of these Bylaws is to establish the procedures and guidelines for governing the business of the Company by the Board. The Bylaws have been adopted by the Board pursuant to section 3.2 of the Operating Agreement (“Agreement”). In the event of any conflict or inconsistency between the provisions of the Agreement and these Bylaws, the provisions of the Agreement shall govern. Capitalized terms not otherwise defined in the Bylaws shall have the meaning set forth in the Agreement. These Bylaws may be amended from time to time by the Board as provided in the Agreement.

SECTION I. APPOINTMENT OF MANAGERS

SECTION 1.1 Appointment. Without the need for election, each Member shall appoint the following number of persons to serve as a Manager of the Company:

- (a) Quorum shall appoint 5 individuals
- (b) Clinic shall appoint 1 individual
- (c) Summa shall appoint 1 individual

One of the persons to be appointed by each Member shall be the person who is then employed as a senior executive of the Member and each other Manager appointed by a Member shall be an employee of the appointing Member. Each Member shall give written notice to the Chair and President/CEO of the appointment of any Manager.

SECTION 1.2 Alternate Managers. Each Member shall have the right to appoint one or more persons to serve as an alternate Manager. The alternate Manager shall have the right to take the place of any absent Manager at any meeting of the Board with full authority to act in the place of the absent Manager. The Member shall give written notice to the Chair and President/CEO of the appointment of any alternate Manager.

SECTION 1.3 Resignations. Any Manager or alternate Manager may resign at any time by giving written notice to the Chair, President/CEO and the Member which appointed such person. A resignation shall take effect at the time specified therein, and, unless otherwise specified therein, shall become effective upon delivery. The acceptance of any resignation shall not be necessary to make it effective unless so specified in the resignation.

SECTION 1.4 Removal. Any Manager or alternate Manager may be removed, with or without cause, at any time by the Member which appointed such person. The Member shall give written notice of such removal to the Chair and President/CEO.

SECTION 1.5 Vacancies. Only the Member which appointed the Manager or alternate Manager shall have the right to fill any vacancy for any Manager or alternate Manager.

SECTION 1.6 Ex Officio Managers. The Board may appoint one or more persons as ex officio members of the Board. Such ex officio managers shall be entitled to be present in person, to present matters for consideration and to take part in consideration of any business by the Board. However, such ex officio manager shall not be counted for purposes of a quorum or for purposes of voting or otherwise in any way for purposes of authorizing any act or transaction of business by the Board.

SECTION 2. MEETINGS OF THE BOARD

SECTION 2.1 Regular Meetings. Regular meetings of the Board may be held at such periodic intervals as the Chair or the President/CEO may specify. A special meeting of the Board may be called by the Chair, President/CEO or by 2 or more Managers.

SECTION 2.2 Place of Meeting. Unless another place is designated by the Chair, the place of all meetings shall be the principal office of the Company.

SECTION 2.3 Electronic Meetings. Any meeting may be held by telephone or through other communications equipment if all Managers participating can hear each other.

SECTION 2.4 Notice of Meeting. Written notice of the time and place of each meeting of the Board shall be given to each Manager and each alternate Manager either by personal delivery, or by mail or telecopy at least 5 business days before each meeting. Notice of a meeting need not state the purposes of the meeting.

SECTION 2.5 Waiver of Notice. Any Manager may, either before or after any meeting, waive any notice required to be given by applicable Delaware law or under these Bylaws. Any waiver of notice must be in writing and filed with or entered upon the records of the Company. However, the attendance of a Manager at any meeting without protesting the lack of proper notice prior or at the commencement of the meeting shall constitute waiver of notice by such Manager.

SECTION 2.6 Quorum A quorum for transaction of business at any meeting of the Board shall be a majority of the authorized number of Managers. If the meeting is held by telephone or through other communications equipment at which all Managers participating can hear each other, such participation shall constitute attendance at such meeting.

SECTION 2.7 Adjourned Meeting. In the absence of a quorum at any meeting of the Board, a majority of the Managers present may adjourn the meeting from time to time until a quorum shall be present. Notice of any adjourned meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At any

adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally called.

SECTION 2.8 Manner of Acting. Except as otherwise provided in section 3.4 of the Agreement, the act of the majority of the Managers present at any meeting of the Board at which a quorum is present shall be the act of the Board. With respect to the actions requiring a supermajority vote of the Board, as set forth in section 3.4 of the Agreement, the affirmative vote of a majority of the Managers appointed by each Member, voting as separate classes, shall be required. Managers may not vote by proxy, however, alternate Managers shall have the full authority to serve as a Manager in the absence of the appointed Manager. A Manager of the Company who is present at a meeting of the Board or committee thereof, at which action on any matter is taken, shall be presumed to have assented to the action taken unless such Manager objects at the beginning of such meeting to the holding of the meeting or to the transacting of business at the meeting, unless his or her dissent is entered in the minutes of the meeting, or unless he or she shall file his written dissent to such action with the presiding officer of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

SECTION 2.9 Action Without Meeting. Any action which may be authorized or taken at a meeting of the Board, may be taken without a meeting if authorized by a writing signed by all of the Managers. Any such writing shall be filed with or entered upon the records of the Company.

SECTION 2.10 Duties of Managers. The Board shall perform its duties and each Manager shall perform his or her duties, in good faith, in a manner it reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his or her duties, a Manager shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed below; but shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause such reliance to be unwarranted.

Those persons and groups upon whose information, opinions, reports, and statements a Manager is entitled to rely upon are:

- (a) One or more officers, employees or other agents of the Company whom a Manager reasonably believes to be reliable and competent in the matters presented;
- (b) Counsel, public accountants, or other persons as to matters which the Manager reasonably believes to be within such persons' professional or expert competence; and
- (c) A committee appointed by the Board, duly designated in accordance these Bylaws as to matters within its designated authority, which committee the Board reasonably believes to merit confidence.

SECTION 3. COMMITTEES

SECTION 3.1 Executive Committee. For the purpose of overseeing the day-to-day operations of the Company, the Board may establish an Executive Committee. If created, the Executive Committee shall consist of at least three Managers, which shall include the Chair, Vice Chair and such other Managers in order that at least one Manager appointed by each Member shall be a member of the Executive Committee. The Executive Committee shall be vested all of the Board's authority for management, control and day-to-day operation of the business and the assets, operations and personnel of the Company, subject to the overall direction of the Board and subject to the limitations set forth in section 3.4 of the Agreement. The Executive Committee may be delegated the authority, on behalf and for the benefit of the Company, to conduct any and all Company business, to take any action or to make any determination on behalf of, and to exercise all authority of the Company under or within the purposes stated in this Agreement, other than any action requiring a supermajority vote of the Board and subject to any limitations on such authority established from time to time by the Board. In exercising any delegated authority, the Executive Committee shall manage the affairs of the Company, subject to the provisions of the Agreement, in a prudent and businesslike manner, and its members shall devote such time to the Company affairs as is reasonably necessary for the conduct of such affairs. The designation of the Executive Committee and the delegation thereto of such authority shall not operate to relieve the Board, or any individual Manager, of any responsibility imposed by law.

SECTION 3.2 Standing Committees. The Board shall form such standing committees as needed for the operation of the Company. The committees may be either advisory in nature or act with the authority of the Board. Any committee that acts with Board authority shall consist of not less than three Managers, including one Manager appointed by each Member. Those committees which are advisory in nature do not have to include individuals who are Managers.

SECTION 3.3 Alternate Committee Members. The Chair may appoint one or more Managers as alternate members of any committee, which alternate Member may take the place of any absent Member at any meeting of such committee.

SECTION 3.4 Ex Officio Committee Members. The Chair may appoint one or more persons (including persons who are not managers) as ex officio members of any committee, which ex officio member shall be entitled to be present in person, to present matters for consideration and to take part in consideration of any business by the committee at any meeting of the committee. Such ex officio member shall not be counted for purposes of a quorum or for purposes of voting or otherwise in any way for purposes of authorizing any act or transaction of business by such committee.

SECTION 3.5 Term. Unless otherwise specified by the Chair, appointment to a committee shall be for a period of 1 year.

SECTION 3.6 Manner of Acting. Unless otherwise ordered by the Board, a committee shall act by a majority of all of its members at a meeting at such place or through electronic communication as permitted under applicable Delaware law or by a writing or

writings signed by all of its members, subject to the limitations set forth in section 3.4 of the Agreement. All committees of the Board shall prepare minutes to be filed with or entered upon the records of the Company.

SECTION 3.7 Authority. A committee is authorized to take any action or transact any business specifically delegated by the Board. If a committee is delegated complete authority to take a specific action or to transact a specific business matter by the Board, any such action or business transaction of the committee pursuant to the delegation of authority shall be as effective for all purposes as an act or business transaction by the Board.

SECTION 3.8 Chair. Unless otherwise specified by the Board, the chair of each committee shall be appointed by the Chair.

SECTION 4. BOARD OFFICERS

SECTION 4.1 Board Officers. The Board Officers of the Company shall be a Chair and such other officer deemed necessary by the Board.

SECTION 4.2 Appointment of Board Officers. The Board Officers shall be elected at the last regular meeting of the Board each calendar year. The Board Officers shall hold office for one year beginning on January 1 of the year following their election or until a successor is elected. So long as a person is a manager, there is no limitation on the number of offices or terms of office a manager may serve; provided, however, that no Manager may hold more than one office at one time. New Board Offices may be created and filled at any meeting of the Board.

SECTION 4.3 Resignation. Any Board Officer may resign at any time by giving written notice to the Chair, or in the case of the Chair, to the President/CEO. Unless otherwise specified therein, a resignation shall become effective upon delivery. The acceptance of such resignation shall not be necessary to make it effective unless so specified in the resignation.

SECTION 4.4 Removal. Any Board Officer may be removed by the Board, with or without cause, upon the vote of the Board at any meeting.

SECTION 4.5 Vacancy. Any vacancy in a Board Office for any reason may be filled by the Board in such a manner as it determines to be appropriate under the circumstances.

SECTION 4.6 Chair. The Chair shall call and preside at all meetings of the Board and the Executive Committee. The Chair shall provide leadership to the Board and its committees, serve as a liaison between the President/CEO and the Board, work closely with the President/CEO in carrying out approved programs and policies and maintain communications to ensure proper evaluation of performance. In the absence of the appointment of a President/CEO, the Chair shall undertake the duties and responsibilities of the office of President/CEO. The Chair shall have such other authorities and duties as may be delegated from time to time by the Board.

SECTION 4.7 Vice Chair. The Vice Chair shall, in the absence of the Chair, perform the duties of the Chair and while so acting, the Vice Chair shall have all powers and authorities of, and shall be subject to the restrictions upon, the Chair. The Vice Chair shall have such other authorities and duties as are delegated by the Board or the Chair.

SECTION 4.8 Secretary. The Secretary shall take or cause to be taken minutes of all meetings of the Board and shall be custodian of all records and reports of the Board. The Secretary shall have such other authorities and duties as are delegated by or as may be delegated from time to time by the Board, the Chair or the President/CEO.

SECTION 4.9 Treasurer. The Treasurer shall have supervision of all funds of the Company. The Treasurer shall have such other authorities and duties as are delegated by or as may be delegated from time to time by the Board, the Chair or the President/CEO.

SECTIONS. OPERATING OFFICERS

SECTION 5.1 Operating Officers. The Board shall appoint a President/CEO to manage the day to day operations of the Company. Other operating officers of the Company may be appointed from time to time by the President/CEO. No operating officer has to be a Manager.

SECTION 5.2 Resignation. Any operating officer may resign at any time by giving written notice to the President/CEO or, in the case of the President/CEO, to the Chair. A resignation shall take effect at the time specified therein, and, unless otherwise specified therein, shall become effective upon delivery. The acceptance of such resignation shall not be necessary to make it effective unless so specified in the resignation.

SECTION 5.3 Removal. The President/CEO may be removed by the Board, with or without cause, at any time by the affirmative vote of the majority of the Board. Any other operating officer may be removed by the President/CEO, with or without cause, at any time. Any such removal shall be without prejudice to the contract rights, if any, of such operating officer.

SECTION 5.4 President/CEO. The President/CEO shall be the chief executive officer of the Company. The President/CEO shall be selected by and employed by the Board and shall serve only at its pleasure. The President/CEO shall manage and have general supervision, administration and direction over the operations of the Company, and its facilities, officers, and employees, subject to the overall authority of the Board. The President/CEO shall have such other authorities and duties as are delegated by the Agreement or as may be delegated from time to time by the Board.

SECTION 6. EXPENSES AND COMPENSATION

SECTION 6.1 Expenses. Each Manager and officer shall be reimbursed by the Company for all reasonable and necessary expenses approved in advance by the Company and directly and reasonably incurred by him or her in the performance of his or her duties; provided that the Manager or officer shall submit reasonable documentation with respect to such expenses to the Company prior to receiving any reimbursement thereof.

SECTION 6.2 Compensation. Except with the consent of the Board or except as otherwise provided in this Agreement, no Manager shall be entitled to any salary or other compensation from the Company. The officers shall be entitled to receive compensation from the Company as determined by the Board.

SECTION 7. CONFLICTS OF INTEREST

SECTION 7.1 General Policy. Recognizing that Managers have a duty of loyalty and fidelity to the Company, each Manager of the Company shall upon appointment and from time to time as appropriate, fully disclose to the Board any material interest he or she may have in an issue in which the Company also has an interest. Any such interest that is materially different from the Company's interest shall constitute a conflict of interest.

SECTION 7.2 Procedure. Any Manager having a conflicting interest in any transaction shall recuse himself or herself from all discussions on the matter and shall not vote on the matter, but such Manager may be counted in determining the quorum for the meeting. The minutes of the meeting should reflect the making of the disclosure, the abstention from voting and the quorum situation. The requirements of this section 7.2 shall not be construed as preventing any Manager or officer from briefly stating his or her position in the matter, nor from answering pertinent questions of the Board or other officers. No transaction of the Company shall be voidable solely because a Manager has a direct or indirect interest in the transaction if either the transaction is fair to the Company or the disinterested Managers, knowing the material facts of the transaction and the Manager's interest therein, authorize or ratify the transaction. Ownership of minor amounts of publicly-traded securities shall not be deemed to constitute a conflicting ownership interest.

SECTION 8. INDEMNIFICATION.

SECTION 8.1 Persons Indemnified. Except as otherwise provided in this section 8.1 or as otherwise prohibited by law, the Company shall indemnify and defend each person who, by reason of (1) being or at any time having been a Manager or officer of the Company, or (2) any action taken or omitted to be taken by such Manager or officer in his or her capacity as such, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein) related to the business, affairs or management of the Company, and the Company by the Board may indemnify any other person as deemed proper by the Board, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by or imposed upon such person in connection with any action, suit, investigation or proceeding (or claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or at any time having been a Manager, officer, employee or other agent of or in a similar capacity with the Company, or by reason of being or at any time having been, at the direction or request of the Company, a trustee, officer, volunteer, administrator, Manager, employee, member, advisor or other agent of or fiduciary for any other corporation, partnership, trust, venture or other entity or enterprise including any employee benefit plan and the Company.

SECTION 8.2 Scope of Indemnity. Unless it is proved, by clear and convincing evidence in a court with jurisdiction that the act or omission of the Manager or officer for which liability is being asserted in an action, suit, or proceeding referred to in section 8.1 involved gross negligence, willful misconduct or fraud of such Manager or officers, such Manager or officer who is the subject of an action, suit or proceeding referred to in section 8.1 shall be entitled to the indemnification mandated by such section 8.1. Any indemnification hereunder shall be satisfied solely out of the assets of the Company. No Member shall be subject to personal liability by reason of these indemnification provisions.

SECTION 8.3 Advancement of Expenses. Upon the request of a Manager, officer or employee who is the subject of an action, suit or proceeding referred to in section 8.1, the Company shall pay the expenses incurred by such Manager, officer, or employee in defending the action, suit, or proceeding, including attorney's fees, as they are incurred, in advance of the final disposition of the action, suit, or proceeding, upon receipt of an undertaking by or on behalf of the Manager, officer or employee to repay the amount if it is ultimately determined that he or she is not entitled to be indemnified by the Company.

SECTION 8.4 Discretionary Indemnification. Each request or case of or on behalf of any person other than a Manager; officer or employee, who is or may be entitled to indemnification, shall be reviewed by the Board, and indemnification of such person shall be authorized by the Board only if it is determined by the Board that indemnification is proper in the specific case.

SECTION 8.5 Only in Accordance with Law. Notwithstanding anything to the contrary in this section 7, no person shall be indemnified to the extent, if any, it is ultimately determined by a court of competent jurisdiction that indemnification is contrary to applicable Delaware law.

SECTION 8.6 Contractual Rights; Applicability. The right to be indemnified or to the advancement or reimbursement of expenses (i) is a contract right based upon good and valuable consideration, pursuant to which the person entitled thereto may sue as if these provisions were set forth in a separate written contract between such person and the Company; (ii) is and is intended to be retroactive and shall be available as to events occurring prior to the adoption of these provisions; and (iii) shall continue after any rescission or restrictive modification of such provisions as to events occurring prior thereto.

SECTION 8.7 Insurance. The Company may purchase and maintain such insurance on behalf of any person who is or at any time has been a Manager, officer, employee or other agent of or in a similar capacity with the Company, or who is or at any time has been, at the direction or request of the Company, a trustee, officer, volunteer, administrator, Manager, employee, member, advisor or other agent of or fiduciary for any other corporation, partnership, trust, venture or other entity or enterprise including any employee benefit plan against any liability asserted against and incurred by such person.

SECTION 8.8 Liability. Notwithstanding any provisions of these Bylaws to the contrary, neither a Manager or officer of the Company shall be personally liable to the Company or

to the Members of the Company for monetary damages for breach of fiduciary duty except with respect to (1) any breach of the duty of loyalty; (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (3) any transactions from which the Manager or officer derived an improper personal benefit. Notwithstanding any provisions of these Bylaws, to the contrary, neither a Manager nor an officer shall be liable to the Company or to any Member for any action taken or omitted to be taken by such Manager or officer, provided that such Manager or officer acted in good faith and such action or omission does not involve the gross negligence, willful misconduct or fraud of such Manager or officer.

SECTION 9. MEETINGS OF THE MEMBERS

SECTION 9.1 Meetings. Meetings of the Members shall be held at such time, date and place and upon such notice determined by the Board or by two or more Members.

SECTION 9.2 Quorum. Members holding more than fifty percent (50%) of the Units entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Members so represented may adjourn the meeting from time to time for a period not to exceed thirty (30) days without further notice. However, if the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Members whose absence would cause there to be less than a quorum.

SECTION 9.3 Manner of Acting. If a quorum is present, the affirmative vote of the Members owning a majority of Units represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless a greater or lesser proportion or number or class voting for the appointment of Managers is otherwise required by these Bylaws or the Agreement.

SECTION 9.4 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Company before or at the time of the meeting.

SECTION 9.5 Voting by Certain Members.

(a) Units owned in the name of a corporation may be voted by such officer, agent or proxy as the Bylaws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.

(b) Units owned in the name of a deceased person, a minor ward or an incompetent person, may be voted by an administrator, executor, court appointed guardian or conservator, either in person or by proxy without a transfer of such Units into the name of such administrator, executor, court appointed guardian or conservator. Units owned in the

name of a trustee may be voted by him or her, either in person or by proxy, but no trustee shall be entitled to vote Units held by him or her without a transfer of such Units into his or her name.

(c) Units owned in the name of a receiver may be voted by such receiver and Units held by or under the control of a receiver may be voted by such receiver either in person or by proxy, but no receiver shall be entitled to vote Units without a transfer thereof into the receiver's name.

(d) A Member whose Units are pledged shall be entitled to vote such Units until the Units have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the Units so transferred.

(e) If Units are owned in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two or more persons have the same fiduciary relationship respecting the same Units, voting with respect to the Units shall have the following effect:

(i) If only one person votes, his or her act binds all;

(ii) If two or more persons vote, the act of the majority so voting binds all;

(iii) If two or more persons vote, but the vote is evenly split on any particular matter, each faction may vote the Units in question proportionately, or any person voting the Units of a beneficiary, if any, may apply to any court of competent jurisdiction in the State of Ohio to appoint an additional person to act with the persons so voting the Units. The Units shall then be voted as determined by a majority of such persons and the person appointed by the court. If a tenancy is held in unequal interests, a majority or even split for the purpose of this subparagraph (c) shall be a majority or even split in interest.

SECTION 9.6 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Member entitled to vote and delivered to the President/CEO for filing with the Company records. Action taken under this section 9.6 is effective when all Members entitled to vote have signed the consent, unless the consent specifies a different effective date.

SECTION 9.7 Voting by Ballot. Voting on any question or in any election may be by voice vote unless the Board or at least two (2) Members shall demand that voting be by ballot.

SECTION 9.8 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice. The attendance of a Member at any meeting shall constitute a waiver of notice, waiver of objection to defective notice of such meeting, and a waiver of objection to the consideration of a particular matter at the meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting, the transaction of business at the meeting, or the consideration of a particular matter at the time it is presented at the meeting.

EXHIBIT B
PERCENTAGE SHARE AS OF SEPTEMBER 24, 1996

Quorum 95%

Clinic 2.5%

Summa 2.5%

EXHIBIT C
ASSUMPTION AGREEMENT
See attached.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/09/1998
981430520 — 2964442

CERTIFICATE OF FORMATION
OF
MEDICAL CENTER OF BROWNWOOD, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Medical Center of Brownwood, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/ John M. Franck II
Name: John M. Franck II
Title: Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
MEDICAL CENTER OF BROWNWOOD, LLC

This Limited Liability Company Agreement of Medical Center of Brownwood, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Brownwood Regional Hospital, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Medical Center of Brownwood, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient

to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 30th day of December, 1998.

BROWNWOOD REGIONAL HOSPITAL, INC.

By: /s/ R. Milton Johnson
R. Milton Johnson
Vice President

SCHEDULE A

Member and
Business Address
Brownwood Regional Hospital, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital
Contribution
The assets contributed to the Company as set forth in a
Bill of Sale and Assignment, effective as of the Effective
Time (as defined therein), between the Member and the
Company.

Limited Liability
Company Interest
100%

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MEDICAL CENTER OF BROWNWOOD, LLC

This Amended and Restated Limited Liability Company Agreement of Medical Center of Brownwood, LLC, is entered into by Southern Texas Medical Center, LLC, as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of Medical Center of Brownwood, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be Medical Center of Brownwood, LLC (the "Company").
 2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
 3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
 5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.
- The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as

managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the 29th day of April, 1999.

SOUTHERN TEXAS MEDICAL CENTER, LLC

By: /s/ John M. Franck II
John M. Franck II
Vice President

SCHEDULE A

Member and
Business Address
Southern Texas Medical Center, LLC
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital
Contribution
The assets contributed to the Company as set forth in a
Bill of Sale and Assignment, effective as of the Effective
Time (as defined therein), between the Member and the
Company.

Limited Liability
Company Interest
100%

ADDENDUM

Effective as of April 22, 1999 (the "Merger Date"), Brownwood Regional Hospital, Inc. ("Brownwood") merged with and into Southern Texas Medical Center, LLC ("Southern Texas Medical"), whereupon Southern Texas Medical became the sole member of Medical Center of Brownwood, LLC, a Delaware limited liability company ("LLC"). Attached hereto is a copy of the Limited Liability Company Agreement of LLC, (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Brownwood as the sole member (the "Member") shall be deemed to be references to Southern Texas Medical as the Member.

IN WITNESS WHEREOF, Southern Texas Medical has executed this Addendum on the 22nd day of April, 1999.

SOUTHERN TEXAS MEDICAL CENTER, LLC

By /s/ John M. Franck II
John M. Franck II
Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/24/2002
020410536 — 3540578

CERTIFICATE OF FORMATION
OF
MMC OF NEVADA, LLC

This Certificate of Formation is being executed to form a limited liability company under the Delaware Limited Liability Company Act.

1. The name of the limited liability company is MMC of NEVADA, LLC.
2. The address of the registered office of the limited liability company is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The limited liability company's registered agent at that address is Corporation Service Company.
3. The limited liability company is to be managed by its member(s).

IN WITNESS WHEREOF, the undersigned, an authorized person of the limited liability company, has duly executed this Certificate of Formation this 24th day of June, 2002.

/s/ Jonathan M. Skeeters
Jonathan M. Skeeters, Authorized Person

The foregoing instrument was prepared by

/s/ Jonathan M. Skeeters
Jonathan M. Skaters
Greenebaum Doll & McDonald PLLC
700 Two American Center
3102 West End Avenue
Nashville, Tennessee 37203-1304
615/760-7100

LIMITED LIABILITY COMPANY AGREEMENT

OF

MMC OF NEVADA, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT ("Agreement") is made as of the 24th day of June, 2002 by TRIAD HOSPITALS, INC. ("Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company ("Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be MMC of Nevada, LLC.

2.2 Principal Office. The principal office of the Company shall be at 13455 Noel Road, Dallas, Texas 77240, or at such other place as shall be determined by the Member. The books of the Company shall be maintained at such principal place of business or such other place that the Member shall deem appropriate. The Company shall designate an agent for service of process in Delaware in accordance with the provisions of the Act.

3. PURPOSE AND TERMS.

3.1 Purposes. The purposes of the Company are as follows:

- (a) To engage in all lawful activities in which a limited liability company may engage under the Act as is determined by the Member.
- (b) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purposes of the Company as set forth in Section 3.1 the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purposes, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 11.

4. CAPITAL.

4.1 Capital Contributions of Member. The initial capital contribution of the Member shall be \$1,000. Such capital contribution shall be made by the Member at such time as the Member shall determine. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute to, or loan money to, the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Member shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by her duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Member. Withdrawals therefrom shall be made upon such signature or signatures as the Member may designate. Company funds shall not be commingled with those of any other person or entity.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2 (c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Member shall determine, in the Member's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. MANAGEMENT.

10.1 Management.

(a) Control and management of the business of the Company as described in Section 3 shall be vested exclusively in the Member during the term of the Company, including its liquidation and dissolution.

(b) Except as otherwise provided herein, the Member shall have the right, power and authority on behalf of the Company, and in its name, to exercise all of the rights, power and authority which may be possessed by a member of a limited liability company pursuant to the Act, including, but not limited to, the sale or other disposition of all, or substantially all, of the assets of the Company, the borrowing of money and the encumbering of the Company's assets. The Member may execute any document or take any action on behalf of the Company and such execution or action shall be binding upon the Company. In dealing with the Member, no person shall be required to inquire into the authority of the Member to bind the Company. The Member may delegate any portion of the Member's authority hereunder to others, in which event such others shall have such authority as has been delegated to them.

10.2 Standard of Care of Member; Indemnification.

(a) The Member shall not be liable, responsible or accountable in damages to the Company for any act or omission on behalf of the Company performed or omitted by the Member in good faith and in a manner reasonably believed by the Member to be within the scope of the authority granted to the Member by this Agreement and in the best interests of the Company, unless the Member has been guilty of recklessness or willful misconduct with respect to such acts or omissions.

(b) To the full extent permitted by the Act, the Company shall indemnify the Member for, and hold the Member harmless from, any loss or damage incurred by the Member by reason of any act or omission so performed or omitted by the Member (and not involving recklessness or willful misconduct). To the full extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by the Member as a party to a proceeding in advance of final disposition of such proceeding. The Company may purchase and maintain insurance on behalf of the Member against any liability asserted against or incurred by the Member as a result of being the Member, whether or not the Company would have the power to indemnify such person against the same liability under the provisions of this Section 10.2(b) or the Act.

10.3 Compensation for Services. The Member shall be entitled to receive such compensation, if any, as the Member shall determine.

11. DISSOLUTION.

11.1 Dissolution. Notwithstanding anything in the Act to the contrary, the Company shall dissolve upon, but not before, the decision of the Member to dissolve the Company. Dissolution of the Company shall be effective upon the date determined by the Member, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 11.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

11.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Member shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

11.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

12. ASSIGNMENT AND ADDITION OF MEMBERS.

12.1 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's interest in the Company. The transferee shall automatically become a substitute Member.

12.2 Death, Bankruptcy, Etc. of Member. Upon the occurrence of any of the events referred to in Sections 18-304 or 18-705 of the Act, the successor-in-interest of the Member shall automatically become a substitute Member in the place of the Member.

13. GENERAL.

13.1 Amendment. This Agreement may be modified or amended from time to time only upon the written consent of the Member.

13.2 Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

13.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

13.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the Member and its successors and assigns.

13.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

13.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Member has duly executed this Agreement as of the date first written above.

TRIAD HOSPITALS, INC.

By: /s/ Daniel J. Moen
Daniel J. Moen, Executive Vice President
("Member")

ADDENDUM

Effective as of 12:01 a.m. (Eastern Standard Time) on January 1, 2006 (the "Effective Date"), Triad Hospitals, Inc. ("Triad") assigned, transferred and conveyed its 100% limited liability company interest in MMC of Nevada, LLC, a Delaware limited liability company ("LLC"), to Tennyson Holdings, Inc. ("Holdings"), whereupon Holdings became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad as the sole member (the "Member") shall be deemed to be references to Holdings as the Member.

IN WITNESS WHEREOF, Holdings has executed this Addendum on the 1st day of January, 2006.

TENNYSON HOLDINGS, INC.

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President,

General Counsel and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 11/09/1998
981430414 — 2964396

CERTIFICATE OF LIMITED PARTNERSHIP

OF

NAVARRO HOSPITAL, L.P.

This Certificate of Limited Partnership of Navarro Hospital, LP. (the "Partnership"), dated as of October, 1998, is being executed and filed by Navarro Regional, LLC, as sole general partner, to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act.

1. Name. The name of the limited partnership formed hereby is Navarro Hospital, L.P.
2. Registered Office. The address of the registered office of the Partnership in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
3. Registered Agent. The name and address of the registered agent for service of process on the Partnership in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
4. General Partner. The name and the business address of the sole general partner of the Partnership is:

Navarro Regional, LLC
Columbia/HCA Healthcare Corporation
One Park Plaza
P.O. Box 550
Nashville, Tennessee 37202-0550

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership as of the date first above written.

NAVARRO REGIONAL, LLC

By: /s/ John M. Franck II
John M. Franck II
Vice President

AGREEMENT OF LIMITED PARTNERSHIP

OF

NAVARRO HOSPITAL, L.P.

The undersigned parties, being all of the partners (the “Partners”) of Navarro Hospital, L.P. (the “Partnership”), a Delaware limited partnership, hereby form the Partnership pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act (the “Act”), and hereby agree that the ownership interests in the Partnership (“Percentage Ownership”) and the capital contributions of the Partners are as follows:

Name and Address	Percentage Ownership	Initial Contribution
SOLE GENERAL PARTNER:		
Navarro Regional, LLC (the “General Partner”) One Park Plaza Nashville, Tennessee 37203	1%	The assets to be contributed to the Partnership by the General Partner, as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Partners and the Partnership.
SOLE LIMITED PARTNER:		
NRH, LLC (the “Limited Partner”) One Park Plaza Nashville, Tennessee 37203	99%	The assets to be contributed to the Partnership by the Limited Partner as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Partners and the Partnership.

Neither Partner shall be required to make any additional contributions of capital to the Partnership, although the Partners may from time to time agree to make additional contributions to the Partnership.

The Partnership may engage in any lawful business permitted by the Act, including, without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

The address of the registered office of the Partnership in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805 and the name and address of the registered agent for service of process on the Partnership in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

The Partnership shall be terminated and dissolved upon the earlier of (i) the mutual agreement of the Partners or (ii) December 31, 2050.

Prior to the dissolution of the Partnership, no Partner shall have the right to receive any distributions or return of its capital contribution.

All distributions and all allocations of income, gains, losses and credits shall be made in accordance with the Percentage Ownership of each Partner, as specified in this Agreement of Limited Partnership (the "Partnership Agreement").

The General Partner of the Partnership shall have the exclusive right and full power and authority to manage, control, conduct and operate the business of the Partnership and may take any and all action, including, but not limited to, the disposition of any or all of the Partnership's assets, without the consent of the Limited Partner. The General Partner shall maintain all books and records required by the Act to be maintained at the Partnership's principal place of business. The General Partner shall make available to the Limited Partner such books and records of the Partnership as are required pursuant to the Act. The General Partner shall have the right to designate a different registered agent and/or registered office for the Partnership by complying with any requirements pursuant to the Act.

The Partnership shall indemnify and hold harmless the General Partner, and its partners, managers, members, employees, agents and representatives and the shareholders, officers, directors, members, employees, agents and representatives of its partners to the fullest extent permitted by the Act.

Neither the General Partner nor the Limited Partner shall be permitted to withdraw from the Partnership or transfer, assign, or pledge its interest in the Partnership without the prior written consent of the other Partner, which consent may be withheld in such Partner's sole discretion.

The Partnership is hereby authorized to engage in any merger or consolidating transaction with any limited partnership or other business entity as provided in Section 17-211 of the Act. My such merger or consolidation transaction may be approved solely by the General Partner and does not require the consent of the Limited Partner. If the Partnership is the surviving or resulting limited partnership in any merger or consolidation, the Partnership Agreement may be amended and/or restated in connection with the agreement of merger or consolidation.

The Partnership Agreement may be amended in whole or in part at the sole discretion of the General Partner without the approval of the Limited Partner. The General Partner may, in its sole and absolute discretion, admit additional or substitute general or limited partners and reallocate the Percent Ownership.

The Partners hereby agree that all other terms of the Partnership be controlled and interpreted in accordance with the Act.

EXECUTED on December 30, 1998.

SOLE GENERAL PARTNER

Navarro Regional, LLC

By: /s/ John M. Franck II

John M. Franck II

Vice President

SOLE LIMITED PARTNER

NRH, LLC

By: /s/ John M. Franck II

John M. Franck II

Vice President

UNANIMOUS WRITTEN CONSENT

OF

THE SOLE MEMBER

OF

NAVARRO HOSPITAL, LLC

AND

NRH, LLC

THE UNDERSIGNED, being the sole member (the "Sole Member") of each of Navarro Regional, LLC, a Delaware limited liability company ("Navarro LLC"), and NRH, LLC, a Delaware limited liability company ("NRH"), DOES HEREBY CONSENT IN WRITING to the following actions and the adoption of the following resolutions with the same effect as though such resolutions had been adopted at a meeting of the members of Navarro LLC and NRH duly called and held.

WHEREAS, Columbia/HCA Healthcare Corporation desires to undertake a restructuring of certain of its subsidiaries and assets (the "Restructuring"); and

WHEREAS, in connection with the Restructuring, the Sole Member believes that it is in the best interest of Navarro LLC and NRH to contribute the assets as set forth below to Navarro Hospital, L.P., a Delaware partnership (the "Navarro Partnership"), in exchange for partnership interest in the Navarro Partnership.

NOW, THEREFORE, BE IT:

RESOLVED, that Navarro LLC contribute all of its respective right, title and interest in and to the Transferred Assets, as defined in Section 1.1 of the Bill of Sale and Assignment in the form attached hereto as Attachment A (the "Bill of Sale and Assignment"), and any liabilities or obligations relating thereto, other than the indebtedness specified in Annex C to the Bill of Sale and Assignment (which indebtedness shall be retained by the Sole Member), to the Navarro Partnership in exchange for a 1 percent limited partnership interest in the Navarro Partnership;

RESOLVED, that NRH contribute all of its respective right, title and interest in and to the Transferred Assets and any liabilities or obligations relating thereto, other than the indebtedness specified in Annex C to the Bill of Sale and Assignment (which indebtedness shall be retained by the Sole Member), to Navarro Partnership in exchange for a 99 percent general partnership interest in the Navarro Partnership;

RESOLVED, that the execution and delivery of the Bill of Sale and Assignment by Navarro LLC and NRH effective as of the Effective Time (as defined in the Bill of Sale and Assignment) is hereby authorized and approved;

RESOLVED, that any and all actions taken or caused to be taken by any director, officer or manager of Navarro LLC and NRH prior to the date hereof in connection with the foregoing resolutions are hereby ratified, confirmed and approved as the duly authorized acts of Navarro LLC and NRH; and

RESOLVED, that the proper officers of the Navarro LLC and NRH (as the case may be) be, and they hereby are, authorized and directed, in the name and on behalf of the Navarro LLC and NRH (as the case may be), to prepare, execute, deliver and file all such other documents and certificates and take all actions as such officers may in their discretion deem necessary or appropriate in order to carry out the full intent and purposes of the foregoing resolutions, the execution, delivery, filing or performance thereof by such officers to be conclusive evidence of the approval thereof by the Navarro LLC and NRH.

IN WITNESS WHEREOF, the undersigned Sole Member has executed this Written Consent as of the 30th day of December, 1998.

COLUMBIA NAVARRO REGIONAL
HOSPITAL SUBSIDIARY, L.P.

By: Columbia North Texas Subsidiary GP, LLC, its general partner

By: Columbia North Texas Healthcare System, L.P., its sole managing member

By: North Texas General L.P., its general partner

By: NTGP, Inc., its co-general partner

By: /s/ R. Milton Johnson

R. Milton Johnson

Vice President

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NAVARRO REGIONAL, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE NINTH DAY OF NOVEMBER, A.D. 1998, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "NAVARRO REGIONAL, LLC".

2964393 8100H 070789160

/s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5821749

DATE: 07-06-07

CERTIFICATE OF FORMATION

OF

NAVARRO REGIONAL, LLC

Under Section 18-201 of the

Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Navarro Regional, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October, 30, 1998.

By: /s/ John M. Franck II

Name: John M. Franck II

Title: Authorized Person

STATE OF DELAWARE

SECRETARY OF STATE

DIVISION OF CORPORATIONS

FILED 09:00 AM 11/09/1998

981430399-2964393

LIMITED LIABILITY COMPANY AGREEMENT

OF

NAVARRO REGIONAL, LLC

This Limited Liability Company Agreement of Navarro Regional, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Columbia Navarro Regional Hospital Subsidiary, L.P., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Navarro Regional, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement as of the 30th day of December, 1998.

COLUMBIA NAVARRO REGIONAL HOSPITAL SUBSIDIARY, L.P.

By: Columbia North Texas Subsidiary GP, LLC, its general partner

By: Columbia North Texas Healthcare System, L.P., its sole managing member

By: North Texas General L.P., its general partner

By: NTGP, Inc., its co-general partner

By: /s/ R. Milton Johnson

R. Milton Johnson Vice President

SCHEDULE A

Member and Business Address

Columbia Navarro Regional Hospital Subsidiary, L.P.

One Park Plaza Nashville, Tennessee 37203 Attn: John M. Franck H

Capital Contribution

The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.

Limited Liability Company Interest

100%

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

NAVARRO REGIONAL, LLC

This Amended and Restated Limited Liability Company Agreement of Navarro Regional, LLC, is entered into by Columbia Navarro Regional Hospital Subsidiary, L.P., as the sole member "the Member".

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of Navarro Regional, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be Navarro Regional, LLC (the "Company").
2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise,

possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President

R. Milton Johnson Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the company shall be represented by certificate(s) issued by the company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement as of the 29th day of April, 1999.

COLUMBIA NAVARRO REGIONAL HOSPITAL SUBSIDIARY, L.P.

By: /s/ John M. Franck II

John M. Franck II, Vice President

SCHEDULE A

Member and Business Address

Columbia Navarro Regional Hospital Subsidiary, L.P.

One Park Plaza Nashville, Tennessee 37203 Attn: John M. Franck II

Capital Contribution

The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.

Limited Liability Company Interest

100%

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NRH, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE NINTH DAY OF NOVEMBER, A.D. 1998, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "NRH, LLC".

2964428 8100H 070789308

/s/ Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5821962

DATE: 07-06-07

CERTIFICATE OF FORMATION

OF

NRH, LLC

Under Section 18-201 of the

Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is NRH, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/ John M. Franck II

Name: John M. Franck II

Title: Authorized Person

STATE OF DELAWARE

SECRETARY OF STATE

DIVISION OF CORPORATIONS

FILED 09:00 AM 11/09/1998

981430489-2964428

LIMITED LIABILITY COMPANY AGREEMENT

OF

NRH, LLC

This Limited Liability Company Agreement of NRH, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Columbia Navarro Regional Hospital Subsidiary, L.P., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is NRH, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement as of the 30th day of December, 1998.

COLUMBIA NAVARRO REGIONAL HOSPITAL SUBSIDIARY, L.P.

By: Columbia North Texas Subsidiary

GP, LLC, its general partner

By: Columbia North Texas Healthcare System, L.P., its sole managing member

By: North Texas General L.P., its general partner

By: NTGP, Inc., its co-general partner

By: /s/ R. Milton Johnson

R. Milton Johnson Vice President

SCHEDULE A

Member and Business Address	Capital Contribution	Limited Liability Company Interest
Columbia Navarro Regional Hospital Subsidiary, L.P. One Park Plaza Nashville, Tennessee 37203 Attn: John M. Franck II	The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.	100%

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NRH, LLC

This Amended and Restated Limited Liability Company Agreement of NRH, LLC, is entered into by Columbia Navarro Regional Hospital Subsidiary, L.P., as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of NRH, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be NRH, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et sm.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the

furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificates of Interest. Interest In the Company shall be represented by, certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement as of the 29th day of April, 1999.

COLUMBIA NAVARRO REGIONAL HOSPITAL SUBSIDIARY, L.P.

By: /s/ John M. Franck II

John M. Franck II Vice President

SCHEDULE A

Member and

Business Address

COLUMBIA NAVARRO REGIONAL HOSPITAL SUBSIDIARY, L.P.

One Park Plaza Nashville, Tennessee 37203 Attn: John M. Franck II

Capital Contribution

The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.

Limited Liability Company Interest

100%

LIMITED LIABILITY COMPANY AGREEMENT

OF

OREGON HEALTHCORP, LLC

This Limited Liability Company Agreement of Oregon Healthcorp, LLC , effective as of February 3, 1999 (this "Agreement"), is entered into by Northern Oregon Merger Corp., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Oregon Healthcorp, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF the undersigned has executed this Limited Liability Company Agreement on the 21st day of April 1999.

By: /s/ R. Milton Johnson

R. Milton Johnson

Vice President

SCHEDULE A

Member and Business Address	Capital Contribution	Limited Liability Company Interest
Northern Oregon Merger Corp. One Park Plaza Nashville, Tennessee 37203 Attn: John M. Franck II	\$1.00	100%

ADDENDUM

Effective as of April 22, 1999 (the "Merger Date"), Northern Oregon Healthcare Corporation (Northern Oregon") merged with and into Northern Oregon Merger Corp. ("Merger Corp."), whereupon Merger Corp. became the sole member of Oregon Healthcorp, LLC, a Delaware limited liability company ("LLC"). Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Northern Oregon as the sole member (the "Member") shall be deemed to be references to Merger Corp. as the Member.

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IN WITNESS WHEREOF, Merger Corp. has executed this Addendum on the 22nd-day of April, 1999.

NORTHERN OREGON MERGER CORP.

By: /s/ John M. Franck II

John M. Franck II

Vice President

ADDENDUM

Effective as of April 22, 1999 (the "Merger Date"), Northern Oregon Merger Corp. ("Merger Corp.") merged with and into Oregon Healthcorp, LLC, a limited liability company of which Merger Corp. was the sole member ("Oregon Healthcorp"), whereupon Healthtrust, Inc. — The Hospital Company, the sole shareholder of Merger Corp. ("Healthtrust"), became the sole member of Oregon Healthcorp. Attached hereto is a copy of the Limited Liability Company Agreement of Oregon Healthcorp (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Merger Corp. as the sole member (the "Member") shall be deemed to be references to Healthtrust as the Member.

IN WITNESS WHEREOF, Healthtrust has executed this Addendum on the 22nd day of April, 1999.

HEALTHTRUST, INC.. — THE HOSPITAL COMPANY

By: /s/ R. Milton Johnson

R. Milton Johnson Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Healthtrust, Inc. — The Hospital Company ("Healthtrust") assigned, transferred and conveyed its 100% limited liability company interest in Oregon Healthcorp, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals, Inc. ("Triad Inc."), whereupon Triad Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Healthtrust as the sole member (the "Member") shall be deemed to be references to Triad Inc. as the Member.

IN WITNESS WHEREOF, Triad Inc. has executed this Addendum on the 11th day of May, 1999.

By: /s/ R. Milton Johnson

R. Milton Johnson Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Hospitals, Inc. ("Triad Inc.") assigned, transferred and conveyed its 100% limited liability company interest in Oregon Healthcorp, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals Holdings, Inc. ("Holdings Inc."), whereupon Holdings Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad Inc. as the sole member (the "Member") shall be deemed to be references to Holdings Inc. as the Member.

IN WITNESS WHEREOF, Holdings Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS HOLDINGS, INC.

By: /s/ R. Milton Johnson

R. Milton Johnson Vice President

ADDENDUM

Effective as of 12:01 a.m. (Eastern Standard Time) on January 1, 2006 (the "Effective Date"), Triad Hospitals, Inc. ("Triad") assigned, transferred and conveyed its 100% limited liability company interest in Oregon Healthcorp, LLC, a Delaware limited liability company ("LLC"), to Tennyson Holdings, Inc. ("Holdings"), whereupon Holdings became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad as the sole member (the "Member") shall be deemed to be references to Holdings as the Member.

IN WITNESS WHEREOF, Holdings has executed this Addendum on the 1st day of January, 2006.

TENNYSON HOLDINGS, INC.

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President,

General Counsel and Secretary

Secretary of State

Corporation Division

255 Capitol Street NE, Suite 151

Salem, OR 97310-1327

Phone:(503)986-2200

Fax:(503)378-4381

www.sos.state.or.us/corporation/corphp.htm

Registry Number: 689552-86

Type: FOREIGN LIMITED LIABILITY COMPANY

OREGON HEALTHCORP. LLC
5800 TENNYSON PARKWAY
PLANO TX 75024

Acknowledgment Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

If you have any questions regarding this acknowledgement, contact the Secretary of State, Corporation Division at (503)986-2200. Please refer to the registration number listed above. A copy of the filed documentation may be ordered for a fee of \$5.00. Submit your request to the address listed above or call (503)986-2317 with your Visa or MasterCard number.

Document

APPLICATION FOR REINSTATEMENT AMENDED

Filed On Jurisdiction

08/25/2003 DELAWARE

Name

OREGON HEALTHCORP, LLC

Principal Place of Business

5800 TENNYSON PARKWAY

PLANO TX 75024

Mailing Address

5800 TENNYSON PARKWAY

PLANO TX 75024

Registered Agent

CORPORATION SERVICE COMPANY

285 LIBERTY ST NE SALEM OR 97301

Member

TRIAD HOSPITALS INC

5800 TENNYSON PARKWAY PLANO TX 75024

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "OREGON HEALTHCORP, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE THIRD DAY OF FEBRUARY, A.D. 1999, AT 9 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SECOND DAY OF APRIL, A.D. 1999, AT 2:15 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "OREGON HEALTHCORP, LLC".

3000990 8100H 070789390

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5821898

DATE: 07-06-07

STATE OF DELAWARE

SECRETARY OF STATE

DIVISION OF CORPORATIONS

FILED ON 09:00 AM 02/03/1999

991044632-3000990

CERTIFICATE OF FORMATION

OF

OREGON HEALTHCORP, LLC

Under Section 18-201 of the

Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Oregon Healthcorp, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS HEREOF, the undersigned has executed this Certificate of Formation as of February 3, 1999.

By: /s/ John M. Franck II

Name: John M. Franck II

Title: Authorized Person

CERTIFICATE OF MERGER
OF
NORTHERN OREGON MERGER CORP.
INTO
OREGON HEALTHCORP, LLC

Pursuant to Section 18-209
of the Delaware Limited Liability Company Act
and Section 264 of the Delaware General Corporation Law

The undersigned limited liability company and corporation DO HEREBY CERTIFY:

FIRST: The name and the state of organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Oregon Healthcorp, LLC (the "LLC")	Delaware
Northern Oregon Merger Corp.	Delaware (the "Company")

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been adopted, approved, certified, executed and acknowledged by each of the constituent entities to the merger.

THIRD: The Company shall be merged with and into the LLC, with the LLC being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be Oregon Healthcorp, LLC.

FOURTH: The Certificate of Formation of the LLC at the effective time of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder or member, as the case may be, of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on April 22, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 21st day of April, 1999.

OREGON HEALTHCORP, LLC

By: /s/ John M. Franck II

Name: John M. Franck II

Title: Manager

NORTHERN OREGON MERGER CORP.

By: /s/ R. Milton Johnson

Name: R. Milton Johnson

Title: Vice President

SECOND AMENDED AND RESTATED CERTIFICATE OF FORMATION

OF

TRI-SHELL 23 LLC

Under Section 18-208 of the
Delaware Limited Liability Company Act

This Second Amended and Restated Certificate of Formation of Tri-Shell 23 LLC (the "Company") has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to again amend and restate the Amended and Restated Certificate of Formation (the "Certificate of Formation") of the Company, which was filed on October 2, 2002 with the Secretary of State of Delaware.

1. The original name of the Company was El Campo Medical Center, LLC and its Original Certificate of Formation was filed November 9, 1998.
2. The name of the Company was subsequently changed to Tri-Shell 23 LLC pursuant to the Amended and Restated Certificate of Formation filed October 2, 2002.
3. The Certificate of Formation is hereby again amended and restated in its entirety to read as follows:

"FIRST: The name of the Company is Palmer-Wasilla Health System, LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle."

IN WITNESS WHEREOF, the undersigned has executed this Second Amended and Restated Certificate of Formation as of July 30, 2003.

By: /s/Donald P. Fay
Donald P. Fay
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:34 PM 07/30/2003
FILED 05:34 PM 07/30/2003
SRV 030498819 — 2964382 FILE

LIMITED LIABILITY COMPANY AGREEMENT
OF
EL CAMPO MEDICAL CENTER, LLC

This Limited Liability Company Agreement of El Campo Medical Center, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Triad Hospitals, Inc., as the sole member of the Company (the "Member").

WHEREAS, the Company was formed as a Delaware limited liability company on October 30, 1998 pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the "Act"); and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Formation. The Company has been formed and established as a Delaware limited liability company by the filing of a Certificate of Formation, pursuant to the Act (the "Certificate") with the Secretary of State of the State of Delaware. The Member hereby ratifies, confirms and approves in all respects the actions taken in organizing the Company, including, without limitation, the preparation and filing with the Secretary of State of the State of Delaware of the Certificate (and any amendments and/or restatements thereof), any other certificates (and any amendments and/or restatements thereof) necessary with respect to qualification of the Company to do business.
2. Name. The name of the limited liability company pursuant to an Amended Certificate is El Campo Medical Center, LLC (the "Company").
3. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental to the foregoing.
4. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
6. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member

to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

7. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates Donald P. Fay, Hallie K. Ziesmer and any person the Member may designate from time to time as an authorized person, within the meaning of the Act, to execute, deliver and file the Amended and Restated Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business, including, without limitation, amending the name of the Company to Tri-Shell 23 LLC. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President and Secretary
Robert P. Frutiger	Vice President
Michael Silhol	Vice President
Burke W. Whitman	Executive Vice President and Treasurer

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

8. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

11. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

12. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

13. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

14. Liability of Member, Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

15. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

16. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

17. Amendment. This Agreement may be amended from time to time with the consent of the Member.

18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 2nd day of October 2002.

TRIAD HOSPITALS, INC.

By: /s/ Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member and Business Address
Triad Hospitals, Inc.
13455 Noel Road, 20th Floor
Dallas, Texas 75240
Attn: Donald P. Fay

Capital Contribution
\$ 1.00

Limited Liability Company Interest
100%

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

PALMER-WASILLA HEALTH SYSTEM, LLC

This Amended and Restated Limited Liability Company Agreement of Palmer-Wasilla Health System, LLC, effective as of November 14, 2003 (this "Agreement"), is entered into by Triad Holdings IV, LLC, as the sole member (the "Member").

WHEREAS, Palmer-Wasilla Health System, LLC (the "Company") was previously formed as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), under the name "El Campo Medical Center, LLC", and Triad Hospitals, Inc., a Delaware corporation ("Triad"), was then the sole member of the Company; and

WHEREAS, the name of the Company was subsequently changed to "Tri-Shell 23, LLC"; and

WHEREAS, the name of the Company was subsequently changed to "Palmer-Wasilla Health System, LLC"; and

WHEREAS, under and pursuant to the Contribution Agreement between Triad and the Member, Triad transferred to the Member all of Triad's right, title and interest in and to its membership interest in the Company; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the Company is Palmer-Wasilla Health System, LLC.
2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member

to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to reflect accurately the information thereon.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Donald P. Fay is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements of the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President and Chief Executive Officer
Michael J. Parsons	Executive Vice President and Chief Operating Officer
Burke W. Whitman	Executive Vice President and Chief Financial Officer
Donald P. Fay	Executive Vice President and Secretary
Thomas H. Frazier, Jr.	Senior Vice President
James B. Shannon	Vice President
Rosland F. McLeod	Assistant Secretary

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers. Additionally, and without limiting the generality of the foregoing, each manager of the Company, acting in the capacities specified from time to time by the Member, shall have such duties and responsibilities as are generally accorded to officers, acting in the same or similar capacities, of a corporation formed and existing under the laws of the State of Delaware.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under section 18-802 of the Act.

8. Action by Member. The Member may take any action required or permitted by it under this Agreement or under the Act by means of a consent in writing, setting forth the action so taken.
 9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.
 10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.
 11. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.
 12. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquirer.
 13. Admission of Substitute Member. A person who acquires the Member's entire limited company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.
 14. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.
 15. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, stockholders, officers, directors, managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.
 16. Amendment. This Agreement may be amended from time to time with the consent of the Member.
 17. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.
 18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.
- IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 14th day of November, 2003.

TRIAD HOLDINGS IV, LLC

/s/ Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member And Business Address

Triad Holdings IV, LLC
5800 Tennyson Parkway
Plano, Texas 75024

Capital Contribution

Funds necessary to allow the Company to consummate the transactions contemplated under the Contribution and Development Agreement dated April 28, 2003, between Valley Hospital Association, Inc., Mat-Su Valley Medical Center, LLC, Triad and the Member

Limited Liability Company Interest

100%

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made and entered by and between TRIAD HOSPITALS, INC., a Delaware corporation ("Triad"), and TRIAD HOLDINGS IV, LLC, a Delaware limited liability company ("Holdings IV"), effective as of 12:01 a.m. (Dallas Time) on November 1, 2003.

RECITALS:

- A. Triad owns all of the outstanding ownership interest in Tri-Shell 23 LLC, a Delaware limited liability company ("Tri-Shell 23").
- B. Triad desires to contribute its interest in Tri-Shell 23 to Holdings IV, and Holdings IV desires to accept ownership interest in Tri-Shell 23.

AGREEMENT:

NOW, THEREFORE, the parties to this Agreement agree as follows:

1. **ASSIGNMENT OF RIGHT, TITLE AND INTEREST.** Triad hereby assigns, transfers and conveys to Holdings IV, its successors and assigns, and Holdings IV hereby accepts, all of Triad's right, title and ownership interest in Tri-Shell 23.
2. **ASSUMPTION OF LIABILITIES.** As consideration for the transfer of all of the ownership interest in Tri-Shell 23 pursuant to Section 1 above, Holdings IV hereby assumes all the liabilities and obligations of Triad relating to the ownership interest in Tri-Shell 23 being assigned, transferred and conveyed in this Agreement.
3. **MISCELLANEOUS.**
 - 3.1 **Deliveries.** Each of Triad and Holdings IV hereby agrees, at any time and from time to time after the date of this Agreement, upon the request of any other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.
 - 3.2 **Entire Agreement.** This Agreement constitutes the entire understanding of the parties with respect to the matters provided for in this Agreement and supersedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms or provisions of this Agreement will be binding unless it is in writing and executed by all the parties to this Agreement.
 - 3.3 **Amendments, Etc.** All amendments or waivers of any provisions of this Agreement may only be made pursuant to a written instrument executed by the parties to this Agreement or their successors and permitted assigns.

3.4 Successors and Assigns. All covenants and agreements in this Agreement made by or on behalf of any of the parties to this Agreement will bind and inure to the benefit of the successors and permitted assigns of that party. No party to this Agreement may assign any of its rights or obligations under this Agreement without the written consent of the other party to this Agreement.

3.5 Counterparts. This Agreement may be executed in two or more counterparts each of which will be deemed an original, but all of which together constitutes one and the same instrument.

3.6 Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

3.7 Governing Law. This Agreement is governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their duly authorized representatives as of _____, 2003.

TRIAD HOSPITALS, INC.

By: /s/ Donald P. Fay
Name: Donald P. Fay
Title: Executive Vice President

TRIAD HOLDINGS IV, LLC

By: /s/ Donald P. Fay
Name: Donald P. Fay
Title: Executive Vice President

CERTIFICATE OF FORMATION

OF

QUORUM HEALTH RESOURCES, LLC

The undersigned, being the organizer of QUORUM HEALTH RESOURCES, LLC (the "Company"), does hereby state the following for purposes of forming a limited liability company in accordance with the Delaware Limited Liability Company Act:

ARTICLE I. NAME.

The name of the Company shall be QUORUM HEALTH RESOURCES, LLC.

ARTICLE 2. REGISTERED OFFICE AND AGENT.

The address of the registered office and the name and the address of the registered agent of the Company are The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 10th day of June, 1998.

QUORUM HEALTH GROUP, INC.

By: /s/ Gayle Jenkins
Gayle Jenkins
Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 06/12/1998
981228578 — 2908225

QUORUM HEALTH RESOURCES, INC.,
103 CONTINENTAL PLACE
Brentwood, TN 37027-5014
615-371-7979

CONSENT TO USE OF NAME

Quorum Health Resources, Inc., a corporation organized under the laws of the State of Delaware, hereby consents to the formation of Quorum Health Resources, LLC, in the State of Delaware,

IN WITNESS WHEREOF, the said Quorum Health Resources, Inc. has caused this consent to be executed by its President and attested by its Assistant Secretary, this 10th day of June, 1998.

QUORUM HEALTH RESOURCES, INC.

By: /s/ James G. Stokes, President

ATTEST:

/s/ Gayle Jenkins
Assistant Secretary

This corporation has no seal.

STATE OF DELAWARE
Secretary of State
DIVISION OF CORPORATIONS
FILED 01:30 PM 07/01/1998
981257007 — 2908225

CERTIFICATE OF MERGER
PURSUANT TO SECTION 264
OF THE DELAWARE GENERAL CORPORATION LAW
AND
PURSUANT TO SECTION 18-209
OF THE DELAWARE LIMITED LIABILITY COMPANY ACT
OF
A DOMESTIC CORPORATION
AND
A DOMESTIC LIMITED LIABILITY COMPANY

It is hereby certified that:

1. The constituent business entities participating in the merger herein certified are:
 - (I) Quorum Health Resources, Inc., which is incorporated under the laws of the State of Delaware; and
 - (II) Quorum Health Resources, LLC, which is organized under the laws of the State of Delaware.
2. An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the aforesaid entities in accordance with the provisions of Section 264 of the Delaware General Corporation Law and subsection (b) of Section 18-209 of the Delaware Limited Liability Company Act.
3. The name of the surviving limited liability company in the merger herein certified is Quorum Health Resources, LLC, which will continue its existence as said surviving limited liability company under its present name upon the effective date of said merger pursuant to the provisions of the Delaware Limited Liability Company Act.
4. The merger of Quorum Health Resources, Inc. with and into Quorum Health Resources, LLC shall become effective as of 12:01 a.m., E.D.T., July 1, 1998.

5. The Certificate of Formation of Quorum Health Resources, LLC, as now in force and effect, shall continue to be the Certificate of Formation of said surviving limited liability company until amended and changed pursuant to the provisions of the Delaware Limited Liability Company Act.

6. The executed Agreement of Merger between the aforesaid constituent business entities is on file at the principal place of business of the aforesaid surviving limited liability company, the address of which is as follows: 105 Continental Place, Brentwood, Tennessee 37027.

7. A copy of the aforesaid Agreement of Merger will be furnished by the aforesaid surviving limited liability company, on request, and without cost, to any stockholder of extinguishing corporation or any member of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of June, 1998.

QUORUM HEALTH RESOURCES, LLC

By: /s/ Gayle Jenkins
Gayle Jenkins, Assistant Secretary

CERTIFICATE OF AMENDMENT

OF

QUORUM HEALTH RESOURCES, LLC

A LIMITED LIABILITY COMPANY

FIRST: The name of limited liability company is QUORUM HEALTH RESOURCES, LLC.

SECOND: The Certificate of Formation of the limited liability company is hereby amended as follows:

The registered agent and registered office of the limited liability company is hereby changed to:

National Registered Agents, Inc.
9 East Loockerman Street
Dover, DE 19901

IN WITNESS WHEREOF, the undersigned, being the individual forming the company, has executed, signed and acknowledged this Certificate of Amendment this 28th Day of Jan, 2000 A.D.

Quorum Health Group, Inc.

By: /s/ Gayle Jenkins
Gayle Jenkins, Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/08/2000
001066900 — 2908225

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/12/2001
010283798 — 2908225

Certificate of Amendment to Certificate of Formation

of

QUORUM HEALTH RESOURCES, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the “limited liability company”) is QUORUM HEALTH RESOURCES, LLC
2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company’s registered agent and registered office and by substituting in lieu thereof the following new statement:

“The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.”

Executed on 5/11/01

/s/ Michael L. Silhol

MICHAEL L. SILHOL, Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
QUORUM HEALTH RESOURCES, LLC

This Limited Liability Company Agreement (“Agreement”) of Quorum Health Resources, LLC (the “Company”) is made and entered into effective as of June 12, 1998, by Quorum Health Group, Inc., a Delaware corporation (“QHG”) (QHG and any additional person admitted hereafter as a member of the Company are referred to individually as a “Member” and collectively as “Members”).

A. QHG formed the Company as a Delaware limited liability company under the Delaware Limited Liability Company Act (the “Act”) by filing a Certificate of Formation with the Office of the Delaware Secretary of State on June 12, 1998.

B. QHG, as the sole Member of the Company, desires to enter into this Agreement to set forth the provisions governing the management and conduct of the business of the Company and the rights and obligations of the Members.

QHG, in consideration of the foregoing premises and the covenants and agreements set forth herein, agrees as follows:

ARTICLE 1
INTERESTS IN AND CAPITAL OF THE COMPANY

1.1 Nature of Interest. A Member’s interest in the Company shall be personal property. All real and personal property owned by the Company shall be owned by the Company as an entity. No Member, as such, shall individually own any interest in specific Company property. A Member’s entire interest in the Company consists of the certain financial rights (including the right to share in profits and losses, the right to share in and to receive distributions, and the right to assign such financial rights as permitted by the Act and this Agreement, all as more fully defined and described in the Act and this Agreement) and all other rights as a Member as described in the Act, including the right to vote.

1.2 Initial Capital Contributions. QHG’s initial Capital Contribution is One Thousand Dollars (\$1,000) cash as paid in capital. Except as provided in the Act, after a Member’s initial capital contribution is fully paid, no Member shall be required to make any further Capital Contributions or to lend any funds to the Company. “Capital Contribution” shall mean, with respect to any Member, the amount of money and the initial gross asset value of any property (other than money) contributed at any time to the Company with respect to such Member’s interest in the Company.

1.3 Return of Capital. No Member or assignee shall have the right to demand or receive a return of all or any part of such Member’s contributions to the capital of the Company. No Member (or assignee) shall be entitled to any interest on such Member’s capital account.

1.4 Limited Liability of Members, Assignees and Directors. No Member, assignee or Director shall be personally liable for the acts, debts, liabilities, or other obligations of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, assignee, Director, employee or agent of the Company. Each Member, Director and assignee shall be liable only to make the Capital Contributions that it has agreed to make and for such person's own acts and conduct.

1.5 Capital Accounts. In the event there is more than one Member, separate capital accounts shall be maintained for each Member (and assignee) and shall consist generally of the sum of the Member's initial capital account and any additional contributions to the capital of the Company that may be made by such Member, plus such Member's share of the income of the Company, less such Member's share of any losses of the Company, and less any distributions to or withdrawals made by or attributable to such Member from the Company. Each Member's capital account shall be maintained and adjusted in accordance with the principles set forth in U.S. Treasury Regulation Section 1.704-1(b).

ARTICLE 2 ALLOCATIONS AND DISTRIBUTIONS

2.1 Allocation of Profits and Losses. In the event there is more than one Member, profits and losses for any fiscal year or other shorter period shall be allocated among Members in accordance with their respective ownership interest in the Company. "Profits and Losses" shall mean, for each fiscal year or other shorter period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss). "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

2.2 Distributions. The Board of Directors is authorized to make distributions of cash or other property to the Members (or assignees) in accordance with their respective ownership interest in the Company in such amounts and at such times as the Board of Directors shall determine. No Member shall have the right to demand or receive distributions of property other than cash. Distributions in kind of Company property, in liquidation or otherwise, shall be made only with the consent of the Board of Directors and only at a value agreed to by the Board of Directors. Prior to any such distribution in kind, the difference between such agreed value and the book value of such property shall be credited or charged, as the case may be, to the Members' capital accounts in proportion to their ownership interest in the Company, except as may otherwise be required under Code Section 704(c). Upon the distribution of such property, such agreed value shall be charged to the Capital Accounts of the Members receiving such distribution.

ARTICLE 3 MANAGEMENT OF THE COMPANY'S AFFAIRS; BOARD OF DIRECTORS

3.1 General Powers of the Board of Directors. The business and affairs of the Company shall be managed by its "Board of Directors" (herein so called) and the persons serving on

the Board of Directors (the “Directors”), who shall serve in the capacity of “Managers” as defined in the Act. The Board of Directors shall direct, manage and control the Company’s business to the best of its ability and shall have full and complete authority, power, and discretion to make any and all decisions and do any and all things which the Board of Directors deems necessary or desirable for that purpose, subject to the rights and responsibilities of the Members. Unless expressly authorized by the Board of Directors, no Member shall have any authority to bind or obligate the Company.

3.2 Number. The number of Directors which shall constitute the whole Board of Directors shall be not less than three nor more than ten. The first Board shall consist of four (4) members. Thereafter, within the limits above specified, the number of Directors shall be determined by resolution of the Board of Directors or by the Members at the annual meeting of the Members, except as provided in Section 3.3 of this Article, and each Director elected shall hold office until his successor is elected and qualified. Directors need not be Members.

3.3 Removal of Directors. The Members shall have the power to remove any Director or officer with or without cause by a vote of the majority in interest of the Members.

3.4 Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of Directors or from any removal of incumbent Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no Directors in office, then an election of Directors may be held by the Members.

3.5 Quorum. A majority of all the Directors of the Company shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board of Directors and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

3.6 Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board of Directors and without notice of said meeting. Special meetings may be called at the discretion of the President of the Company, or upon request of a majority of members of the Board of Directors. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of Members, at which the Directors shall elect the officers of the Company for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

3.7 Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings shall be given to each Director by mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or noticed or wherever held, shall be as valid as though had a

meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Company or made a part of the minutes of the meeting.

3.8 Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any Director from serving the Company in any other capacity and receiving compensation therefor.

3.9 Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

ARTICLE 4 OFFICERS

4.1 Number. The officers of the Company shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer and one or more assistant secretaries and assistant treasurers. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of formation or this Agreement provide otherwise. No person shall sign any document on behalf of this Company in more than one capacity.

4.2 Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of Members and shall hold office at the pleasure of the Board of Directors.

4.3 Compensation. The salaries of all officers and agents of the company shall be fixed by the Board of Directors.

4.4 Removal and Vacancies. The officers of the Company shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board of Directors the best interest of the Company demands such removal. Any vacancy occurring in any office of the Company shall be filled by the Board of Directors.

4.5 President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board of Directors shall elect a permanent Chairman; to call special meetings of the Board of Directors whenever he may think such

meetings are necessary, or as requested to do so in accordance with this Agreement; to sign all contracts, leases, mortgages, deeds, conveyances and other documents of the Company, which shall be countersigned Secretary or Treasurer where required. He shall have executive management and general supervision and direction affairs of the Company. He shall preside at the annual meeting of the Members of the Company and make a presentation covering the operation of the company for the preceding year, together with such suggestions as he may deem proper.

4.6 Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

4.7 Secretary. The Secretary shall have the powers granted him under this Agreement, and shall sign and issue all the calls for the Members' and Directors' meetings when properly authorized; shall give notice of such meetings to each Member or Director as provided above in this Agreement and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all Members' and Directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

4.8 Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

4.9 Treasurer. The Treasurer shall have the custody of all monies and securities of the Company and shall deposit same in the name and to the credit of the Company and shall keep a full and accurate account of the receipts and disbursements in books belonging to the Company and shall disburse the funds of the Company by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

4.10 Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE 5
MEMBERS

5.1 Location. All meetings of the Members shall be held at any place within or without the State of Delaware which may be designated either by the Board of Directors or by the written consent of all Members entitled to vote thereat given either before or after the meeting and filed by the Secretary of the company. In the absence of any such designation, members' meetings shall be held in the City of Brentwood, State of Tennessee.

5.2 Annual Meeting. The annual meeting of the Members shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the Members shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

5.3 Special Meetings. Special meetings of the Members, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more Members.

5.4 Notices. Written notice of each annual meeting shall be given to each Member either personally or by mail or by other means of written communication, charges prepaid, addressed to each Member at his address appearing on the books of the Company, or given by him to the Company for the purpose of notice. If a Member gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the Company is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the Company is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such Member. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a Member at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a Member in writing of notice of any meeting of Member shall be equivalent to the giving of such notice.

5.5 Quorum. The presence in person or by proxy of the holders of a majority-in-interest of the Members entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the Members may be adjourned from time to time by the vote of a majority-in-interest of the Members which are either present in person or represented by proxy thereat, but no other business may be

transacted. The Members present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough Members to leave less than a quorum.

5.6 Proxies. Members may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a Member shall be sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

5.7 Voting. Each Member present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

5.8 Presiding Officer. Every meeting of Members, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the Company shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

5.9 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of Members entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

5.10 Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of Members of the Company, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken shall be signed by all of the Members.

ARTICLE 6 INDEMNIFICATION

6.1 Power to Indemnify in Actions, Suits or Proceedings Other Than Those By or In the Right of the Company. Subject to Section 6.3, the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a pledge of nolo contendere or its

equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be or not opposed to the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe the person's conduct was unlawful.

6.2 Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Company. Subject to Section 6.3, the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which the Court of Chancery or such other court shall deem proper.

6.3 Authorization of Indemnification. Any indemnification under this Article 6 (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Section 6.1 or 6.2, as the case may be. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the Member(s). To the extent, however, that a director, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, the person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith, without the necessity of authorization in the specific case.

6.4 Good Faith Defined. For purposes of any determination under Section 6.3, a person shall be deemed to have acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe the person's conduct was unlawful, if the person's action is based on the records or books of account of the Company or another enterprise, or on information supplied to the person by the officers of the Company or another enterprise in the course of their duties, or on the advice of legal counsel for the Company or another enterprise or on information or records given or reports made to the Company or another enterprise by an independent

certified public accountant or by an appraiser or other expert selected with reasonable care by the Company or another enterprise. The term “another enterprise” as used in this Section 6.4 shall mean any other limited liability company or any corporation, partnership, joint venture, trust or other enterprise of which such person is or was serving at the request of the Company as a director, officer, employee or agent. The provisions of this Section 6.4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 6.1 or 6.2, as the case may be.

6.5 Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 6.3, and notwithstanding the absence of any determination thereunder, any director, officer, employee or agent may apply to any court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Sections 6.1 and 6.2. The basis of such indemnification by a court shall be a determination by such court that indemnification of the director, officer, employee or agent is proper in the circumstances because the person has met the applicable standards of conduct set forth in Sections 6.1 or 6.2, as the case may be. Notice of any application for indemnification pursuant to this Section 6.5 shall be given to the Company promptly upon the filing of such application.

6.6 Expenses Payable in Advance. Expenses (including attorneys’ fees) incurred in defending or investigating a threatened or pending action, suit or proceeding against any director, officer, employee or agent shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Company as authorized in this Article 6.

6.7 Non-Exclusivity and Survival of Indemnification. The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under this Agreement, any statute, agreement, contract, vote of Members or disinterested directors or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in the person’s official capacity and as to action in another capacity while holding such office, it being the policy of the Company that indemnification of the persons specified in Sections 6.1 and 6.2 shall be made to the fullest extent permitted by law. The provisions of this Article 6 shall not be deemed to preclude the indemnification of any person who is not specified in Sections 6.1 or 6.2 but whom the Company has the power or obligation to indemnify under the provisions of the Limited Liability Company Act of the State of Delaware or otherwise. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 6 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

6.8 Insurance. The Company may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another limited liability company or any corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity, or arising out of the person's status as such, whether or not the Company would have the power or the obligation to indemnify the person against such liability under the provisions of this Article 6.

6.9 Meaning of "Company" for Purposes of Article 6. For purposes of this Article 6, references to "the Company" shall include, in addition to the resulting corporation or other entity, any constituent corporation or other entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees and agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation or other entity, or is or was serving at the request of such constituent corporation as or other entity a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article 6 with respect to the resulting or surviving corporation or other entity as the person would have with respect to such constituent corporation or other entity if its separate existence had continued.

6.10 Meaning of "Other Enterprises" and Certain Other Terms for Purposes of Article 6. For purposes of this Article 6, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Article 6.

6.11 Effect of Repeal or Modification. Any repeal or modification of this Article 6 shall not change the rights of an officer, director, employee or agent to indemnification with respect to any action or omission occurring prior to such repeal or modification.

ARTICLE 7 DISSOLUTION AND LIQUIDATION OF THE COMPANY

7.1 Dissolving Events. The existence of the Company shall be perpetual provided that the Company shall be dissolved and liquidated upon the occurrence of any of the following events:

7.1.1 The unanimous written agreement of the Members to terminate the Company.

7.1.2 The entry of a final judgment, order or decree of judicial dissolution of the Company issued by a court of competent jurisdiction under the authority of Act § 18-802, and the expiration of the period, if any, allowed by applicable law in which to appeal therefrom.

7.1.3 The administrative dissolution of the Company by action of the Secretary of State of the State of Delaware and the expiration of the period, if any, allowed by applicable law in which to appeal therefrom or to become reinstated.

7.2 Method of Liquidation. Upon the happening of any of the events specified in Section 7.1, the Company shall continue solely for the purpose of winding up its affairs liquidating its assets, and satisfying the claims of its creditors and Members. The Board of Directors shall be responsible for overseeing the winding up and liquidation of the Company. In the course of winding up its affairs, any of the Company's assets may be sold upon the consent of the Board of Directors, and any proceeds derived from any such sale, together with all assets that are not sold, shall be applied and distributed in the following manner and in the following order of priority:

7.2.1 To the payment of the debts and liabilities of the Company and to the expenses of liquidation in the order of priority as provided by law, and to the establishment of any reserves that the Board of Directors deems necessary for any contingent liabilities or obligations of the Company; then

7.2.2 To the payment of any liabilities or debts, other than capital accounts, of the Company to any of the Members; then

7.2.3 To the Members (and assignees) in accordance with the relative positive balances of their capital accounts, after giving effect to all contributions, distributions and allocations under this Agreement for all periods as required by Section 704(b) of the Code and the regulations promulgated thereunder.

In the course of any liquidation, the difference between the fair market value and book value of any assets that are distributed in kind shall be credited or charged, as the case may be, to the Members' (or assignees') capital accounts.

7.3 Reasonable Time for Liquidation. A reasonable time (not to exceed twelve (12) months) shall be allowed for the orderly liquidation and winding up of the Company in order to minimize any losses that may be attendant upon such liquidation.

7.4 Distribution to Liquidating Trust. In the discretion of the Board of Directors, assets otherwise distributable to the Members (or assignees) pursuant to Section 7.2 may be distributed to a liquidating trust established for the benefit, and upon the agreement, of all Members (and assignees) for purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or potential liabilities or obligations of the Company.

7.5 Date of Termination. The Company shall be completely terminated when all property of the Company shall have been disposed of by the Company in accordance with

Section 7.2. The establishment of any reserves in accordance with the provisions of Section 7.2 or the creation of a liquidating trust in accordance with Section 7.4 shall not have the effect of extending the existence of the Company, but any remaining balance in any such reserve or liquidating trust shall be distributed in the manner provided in Section 8.2 upon expiration of the period of such reserve or liquidating trust, as the case may be.

7.6 Certificate of Cancellation. Upon completing the winding up and liquidation of the Company, the Company shall cause to be filed a Certificate of Cancellation of the Company as provided by Act § 18-203. The Members agree to join in executing such document if such joinder is required by the Act or deemed necessary or appropriate by the Board of Directors. Upon the filing of the Certificate of Cancellation, the Members shall cease to be such and the Company and this Agreement shall be terminated.

ARTICLE 8 COMPANY FUNDS AND ACCOUNTING

8.1 Books of Account; Records and Information. The books of account of the Company shall be maintained at the Company's principal executive office or such other location determined by the Board of Directors, and each Member shall have access thereto at all reasonable times. The Company shall also maintain such records and information required by Act § 18-305 and shall permit the inspection and copying of such records and information by the Members.

8.2 Period and Method of Accounting. The Company's books of account shall be maintained on such fiscal year basis as may be determined by the Board of Directors, and such books shall be kept in accordance with such method of accounting as may be adopted by the Board of Directors or as required by the Code.

8.3 Tax Elections. The Board of Directors shall have the responsibility for making (and revoking) all tax elections on behalf of the Company (and which are to be made by the Company as opposed to the Members) under the Code. Upon the transfer of an interest in the Company or a distribution of property to a Member (or assignee), the Company may, but is not required to, elect, pursuant to Section 754 of the Code, to adjust the basis of Company property as allowed by Section 734(b) and 743(b) thereof.

8.4 Tax Matters Manager. QHG shall be Tax Matters Manager and shall act as the "Tax Matters Partner" as defined in the Code Section 6231(a)(7) and is authorized to execute, on behalf of the Company, all documents and returns necessary to comply with the U.S. Treasury Regulations promulgated thereunder.

ARTICLE 9 GENERAL

9.1 Filings. The Company shall execute and cause to be filed such certificates and documents required by any jurisdiction in which the Company engages in business. The Company shall take all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of Delaware and any other jurisdiction in which the Company engages in business.

9.2 Status of Company for Tax Purposes. The Members intend that the Company be classified as a partnership for federal and state income tax purposes; provided that so long as there exists only one Member, the Member intends that the Company be disregarded as an entity separate from its Member for federal and state tax purposes as provided for under the Code Section 7701 regulations, but as a separate entity for all other purposes.

9.3 Waiver of Action for Partition. Each Member (and assignee) irrevocably waives any right that it may have to maintain any action for partition with respect to the Company and its property.

9.4 Nonrecourse Loans. If the Company borrows money on a nonrecourse basis, then the creditor who makes such a loan to the Company will not have or acquire at any time as a result of making the loan, any direct or indirect interest in the profits, capital or property of the Company other than as a secured creditor.

9.5 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Members (and assignees) and their respective heirs, representatives, transferees, successors and assigns.

9.6 Construction. As herein used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, unless the context would otherwise fairly require.

9.7 Survival of Provisions. Whenever possible, each provision and term of this Agreement shall be interpreted in such manner as to be valid and enforceable; provided that in the event any provision or term of this Agreement should be determined to be invalid or unenforceable, all other provisions and terms of this Agreement and the application thereof to all persons and circumstances subject thereto shall remain unaffected to the extent permitted by law.

9.8 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Delaware except where reference is herein made to Sections or provisions of the Code or regulations.

QHG, as the sole Member of the Company, has caused the execution of this Agreement as of the date first above written.

QUORUM HEALTH GROUP, INC.

By: /s/

Title: Vice President

State of Delaware
Secretary of State
Division of Corporations
Filed 09:00 AM 11/09/1998
981430916 — 2964549

CERTIFICATE OF FORMATION

OF

REGIONAL HOSPITAL OF LONGVIEW, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Regional Hospital of Longview, LLC (the “Company”).

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company’s registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

/s/ John M. Franck II

Name: John M. Franck II

Title: Authorized Person

CERTIFICATE OF MERGER

OF

HDP LONGVIEW MEDICAL, LLC

INTO

REGIONAL HOSPITAL OF LONGVIEW, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company DOES HEREBY CERTIFY:

FIRST: The name: and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Regional Hospital of Longview, LLC (“LLC 1”)	Delaware
HDP Longview Medical, LLC (“LLC 2”)	Delaware

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the “Merger Agreement”) has been approved and executed by each of the constituent entities in the merger.

THIRD: LLC 2 shall be merged with and into LLC 1, with LLC 1 being the surviving entity (the “Surviving Entity”) in the merger, and the name of the Surviving Entity shall be Regional Hospital of Longview, LLC.

FOURTH: The Certificate of Formation of LLC 1 at the effective date of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost. to any member of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on May 7, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 6th day of May, 1999.

REGIONAL HOSPITAL OF LONGVIEW, LLC

/s/ Ronald Lee Grubbs, Jr.

Ronald Lee Grubbs, Jr.

Vice President

LIMITED LIABILITY COMPANY AGREEMENT
OF
REGIONAL HOSPITAL OF LONGVIEW, LLC

This Limited Liability Company Agreement of Regional Hospital of Longview, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Longview Regional Hospital, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Regional Hospital of Longview, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the time and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 30th day of December, 1998.
LONGVIEW REGIONAL HOSPITAL, INC.

/s/ R. Milton Johnson R. Milton Johnson

Vice President

SCHEDULE A

Member and
Business Address

Longview Regional Hospital, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital
Contribution

The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.

Limited Liability
Company Interest
100%

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
REGIONAL HOSPITAL OF LONGVIEW, LLC

This Amended and Restated Limited Liability Company Agreement of Regional Hospital of Longview, LLC, is entered into by Longview Merger, LLC, as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of Regional Hospital of Longview, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be Regional Hospital of Longview, LLC (the "Company").
2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company, is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware.

John M. Franck II is hereby designated as an authorized person, within the meaning of the Act to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12 Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the: Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the 29th day of April, 1999.

LONGVIEW MERGER, LLC

/s/John M. Franck

John M. Franck II

Vice President

SCHEDULE A

Member and
Business Address

Longview Merger, LLC
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital
Contribution

The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.

Limited Liability
Company Interest
100%

ADDENDUM

Effective as of April 22, 1999 (the "Merger Date"), Longview Regional Hospital, Inc. ("Longview Regional") merged with and into Longview Merger, LLC ("Longview Merger"), whereupon Longview Merger became the sole member of Regional Hospital of Longview, LLC, a Delaware limited liability company ("LLC"). Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Longview Regional as the sole member (the "Member") shall be deemed to be references to Longview Merger as the Member.

IN WITNESS WHEREOF, Longview Merger has executed this Addendum on the 22nd day of April, 1999.

LONGVIEW MERGER, LLC

/s/ John M. Franck II

John M. Franck II
Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:22 PM 10/17/2003
FILED 12:22 PM 10/17/2003
SRV 030669407 — 3000959 FILE

SECOND AMENDED AND RESTATED

CERTIFICATE OF FORMATION

OF

TRI-SHELL 32LLC

Under Section 18-208 of the
Delaware Limited Liability Company Act

Thus Second Amended and Restated Certificate of Formation of Tri-Shell 32 LLC (the "Company") has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to again amend and restate the Amended and Restated Certificate of Formation (the "Certificate of Formation") of the Company, which was originally filed on February 3, 1999 with the Secretary of State of Delaware.

1. The original name of the Company was Oak Clinic, LLC and its Original Certificate of formation was filed February 3, 1999.
2. The name of the Company was subsequently changed to Tri-Shell 32 LLC pursuant to the Amended and Restated Certificate of Formation filed October 2, 2002.
3. The Certificate of Formation is hereby again amended and restated in its entirety to read as follows:

"FIRST: The name of the Company is Russellville Holdings, LLC.

Second: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle."

IN WITNESS WHEREOF, the undersigned has executed this Second Amended and Restated Certificate of Formation as of October 17, 2003.

/s/Donald P. Fay
Donald P. Fay Authorized Person

AMENDMENT NO.1 TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
RUSSELLVILLE HOLDINGS, LLC

Amendment No.1 to Limited Liability Company Agreement of Russellville Holdings, LLC, effective as of November 17, 2003 (this "Amendment"), is entered into by Triad Hospitals, Inc., a Delaware corporation, as the sole member of the Company as defined below (the "Member").

WHEREAS, Russellville Holdings, LLC, (formerly known as Oak Clinic, LLC and Tri-Shell 32 LLC) (the "Company") was formed as a Delaware limited liability company on February 3, 1999 pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the "Act");

WHEREAS, the Member entered into the Limited Liability Company Agreement of the Company effective as of February 3, 1999 (the "Original Agreement"); and

WHEREAS, the Member desires to enter into this Amendment to amend certain provisions of the Original Agreement;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. The provision of the Original Agreement under the heading "Registered Office." is hereby amended and restated in its entirety to read as follows:

"Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, which shall also be the office at which Certificates for Interest of the Company are surrendered."

2. The provision of the Original Agreement under the heading "Powers." is hereby amended and restated in its entirety to read as follows:

"Powers. The Company shall be managed exclusively by the Member (the "Managing Member"). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company's business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company, shall be valid and binding on the Company if executed by any of the officers of the Managing Member. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of which shall have the authority specified below and the authority to execute and deliver on behalf of the Company each of the documents listed on Exhibit A hereto (the "Transaction Documents"), including any amendments thereto, or any

other documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an "Officer") shall consist of a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsel. The Managing Member shall have the right and power to remove and replace any officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of officers subsequent to the date theretofore. As of the date hereof, the Managing Member hereby appoints the officers set forth on Exhibit B hereto.

The powers and duties of the officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company's funds, cash, securities and other property and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform

such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Member hereby authorizes and directs the Managing Member, and the Managing Member hereby agrees for the benefit of the Member (i) to execute and deliver on behalf of the Company each Transaction Document to which the Company is a party and each document to which the Company is to be a party as contemplated by the Transaction Documents, (ii) subject to the terms of this Agreement, to cause the Company to take whatever action shall be required to be taken by the Company by the terms of, and exercise its rights and perform its duties under, each of the documents, agreements, instruments and certificates referred to in clause (i) above, and (iii) subject to the terms of this Agreement and the other Transaction Documents, to take such other action in connection with the foregoing as the Member may from time to time direct in writing; provided, that the Company and the Managing Member shall not take any such action if the same would require authorization from the Member pursuant to any Transaction Document and the Member fails to provide such authorization. All of the foregoing documents shall be in such form as the Member shall approve, to be evidenced by a written direction of the Member or its counsel attaching the form of such document or by the Managing Member's execution or delivery of such document in the presence of the Member or its counsel; provided, that the Managing Member and each Officer of the Company shall be authorized to execute and deliver on behalf of the Company all Transaction Documents to which the Company is a party and any documents contemplated thereby. Each Officer of the Company shall be authorized to take any actions which the Managing Member is authorized to take."

3. The provision of the Original Agreement under the heading "Assignment and Transfer." is hereby amended and restated in its entirety to read as follows:

"Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at any office or agency of the Company maintained for such purpose. Wherever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated assignee or assignees. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a Certificate for Interest, each assignee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

4. The provision of the Original Agreement under the heading "Admission of Substitute Member." is hereby amended and restated in its entirety to read as follows:

“Admission of Substitute Member. A person who acquires the Member’s entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Manager Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the “Member” for purposes of this Agreement.”

5. The provision of the Original Agreement under the heading “Certificate(s) of Interest.” is hereby amended and restated in its entirety to read as follows:

“Certificate(s) of Interest. The interests of the Members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the “Certificates for Interest”). The Certificates for Interest shall constitute “securities” and “certificated securities” governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the a Member’s unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company’s principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any Interests and the assignment of such interests.”

6. The Original Agreement is hereby amended by adding Exhibits A, B, C and D hereto as Exhibits A, B, C and D to the Original Agreement.

7. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

8. Except as amended hereby, the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

TRIAD HOSPITALS, INC.

/s/ Donald P. Fay

Name:

Title:

EXHIBIT A

[List of Transaction Documents]

EXHIBIT B

[List of Officers]

Name:

James D. Shelton

Donald P. Fay

Burke W. Whitman

Title:

President

Executive Vice President and Secretary

Executive Vice President and Treasurer

LIMITED LIABILITY COMPANY AGREEMENT
OF
OAK CLINIC, LLC

This Limited Liability Company Agreement of Oak Clinic, LLC, effective as of February 3, 1999 (this "Agreement"), is entered into by Triad Hospitals, Inc., as the sole member of the Company (the "Member")

WHEREAS, the Company was formed as a Delaware limited liability company on February 3, 1999 pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the "Act"); and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Formation. The company has been formed and established as a Delaware limited liability company by the filing of a Certificate of Formation, pursuant to the Act (the "Certificate") with the Secretary of State of the State of Delaware. The Member hereby ratifies, confirms and approves in all respects the actions taken in organizing the Company, including, without limitation, the preparation and filing with the Secretary of State of the State of Delaware of the Certificate (and any amendments and/or restatements thereof), any other certificates (and any amendments and/or restatements thereof) necessary with respect to qualification of the Company to do business.
2. Name. The name of the limited liability company pursuant to an Amended Certificate is Oak Clinic, LLC (the "Company")
3. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental to the foregoing.
4. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
6. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and

records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

7. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates Donald P. Fay, Hallie K. Ziesmer and any person the member may designate from time to time as an authorized person, within the meaning of the Act, to execute, deliver and file the Amended and Restated Certificate of Formation of the Company (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business, including, without limitation, amending the name of the Company to Tri-Shell 32 LLC. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President and Secretary
Robert P. Frutiger	Vice President
Michael Silhol	Vice President
Burke W. Whitman	Executive Vice President and Treasurer

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

8. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

11. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

12. Assignment and Transfer. The Member may assign or transfer in whole but not in parts its limited liability company interest to a single acquiror.
13. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.
14. Liability of Member, Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.
15. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.
16. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.
17. Amendment. This Agreement may be amended from time to time with the consent of the Member.
18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 2nd day of October 2002.

TRIAD HOSPITALS, INC.

By: /s/ Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address

Capital
Contribution

Limited Liability
Company Interest

Triad Hospitals, Inc.
13455 Noel Road, 20th Floor
Dallas, Texas 75240
Attn: Donald P. Fay

\$1.00

100%

STATE OF DELAWARE

SECRETARY OF STATE DIVISION OF CORPORATIONS FILED 09:00 AM 11/09/1998

981431014 — 2964570

CERTIFICATE OF FORMATION
OF
SACMC, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is SACMC, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: John M. Franck II
Name: John M. Franck II
Title: Authorized Person

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SACMC, LLC

This Amended and Restated Limited Liability Company Agreement of SACMC, LLC, is entered into by San Angelo Medical, LLC, as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of SACMC, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be SACMC, LLC (the "Company").
2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:
-

James D. Shelton President

Michael J. Parsons Senior Vice President and Treasurer

Michael L. Silhol Vice President and Secretary

John M. Franck II Vice President

Ronald Lee Grubbs, Jr. Vice President

R. Milton Johnson Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the 29th day of April, 1999.

SAN ANGELO MEDICAL, LLC

By: /s/ John M. Franck II

John M. Franck II

Vice President

SCHEDULE A

<u>Member and Business Address</u>	<u>Capital Contribution</u>	<u>Limited Liability Company Interest</u>
San Angelo Medical, LLC One Park Plaza Nashville, Tennessee 37203 Attn: John M. Franck II	The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.	100%

STATE OF DELAWARE SECRETARY OF STATE

DIVISION OF CORPORATIONS

FILED 09:00 AM 11/09/1998

981431076 — 2964587

CERTIFICATE OF FORMATION
OF SAN ANGELO COMMUNITY MEDICAL CENTER, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is San Angelo Community Medical Center, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30 1998.

/s/John M. Franck II

Name: John M. Franck II

Title: Authorized Person

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
SAN ANGELO COMMUNITY MEDICAL CENTER, LLC

This Amended and Restated Limited Liability Company Agreement of San Angelo Community Medical Center, LLC, is entered into by San Angelo Medical, LLC, as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of San Angelo Community Medical Center, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be San Angelo Community Medical Center, LLC (the "Company").
2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as
-

managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton President

Michael J. Parsons Senior Vice President and Treasurer

Michael L. Silhol Vice President and Secretary

John M. Franck II Vice President

Ronald Lee Grubbs, Jr. Vice President

R. Milton Johnson Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers,

employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the 29th day of April, 1999.

SAN ANGELO MEDICAL, LLC

By:

/s/John M. Franck II

John M. Franck II

Vice President

SCHEDULE A

<u>Member and Business Address</u>	<u>Capital Contribution</u>	<u>Limited Liability Company Interest</u>
San Angelo Medical, LLC One Park Plaza Nashville, Tennessee 37203 Attn: John M. Franck II	The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.	100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 11/09/1998
981431099 — 2964591

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SAN ANGELO HOSPITAL, L.P.

This Certificate of Limited Partnership of San Angelo Hospital, L.P. (the "Partnership"), dated as of October 30, 1998, is being executed and filed by San Angelo Community Medical Center, LLC, as sole general partner, to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act.

1. Name. The name of the limited partnership formed hereby is San Angelo Hospital, L.P.
2. Registered Office. The address of the registered office of the Partnership in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
3. Registered Agent. The name and address of the registered agent for service of process on the Partnership in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
4. General Partner. The name and the business address of the sole general partner of the Partnership is:

San Angelo Community Medical Center, LLC
c/o Columbia/HCA Healthcare Corporation
One Park Plaza
P.O. Box 550
Nashville, Tennessee 37202-0550

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership as of the date first above written.

SAN ANGELO COMMUNITY MEDICAL CENTER, LLC

/s/ John M. Franck II

John M. Franck II
Vice President

AGREEMENT OF LIMITED PARTNERSHIP
OF
SAN ANGELO HOSPITAL, L.P.

The undersigned parties, being all of the partners (the "Partners") of San Angelo Hospital, L.P. (the "Partnership"), a Delaware limited partnership, hereby form the Partnership pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Act"), and hereby agree that the ownership interests in the Partnership ("Percentage Ownership") and the capital contributions of the Partners are as follows:

<u>Name and Address</u>	<u>Percentage Ownership</u>	<u>Initial Contribution</u>
SOLE GENERAL PARTNER		
San Angelo Community Medical Center, LLC (the "General Partner") One Park Plaza Nashville, Tennessee 37203	1%	The assets to be contributed to the Partnership by the General Partner, as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Partners and the Partnership.
SOLE LIMITED PARTNER:		
SACMC, LLC (the "Limited Partner") One Park Plaza Nashville, Tennessee 37203	99%	The assets to be contributed to the Partnership by the Limited Partner as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Partners and the Partnership.

Neither Partner shall be required to make any additional contributions of capital to the Partnership, although the Partners may from time to time agree to make additional contributions to the Partnership.

The Partnership may engage in any lawful business permitted by the Act, including, without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

The address of the registered office of the Partnership in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805 and the name and address of the registered agent for service of process on the Partnership in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

The Partnership shall be terminated and dissolved upon the earlier of (i) the mutual agreement of the Partners or (ii) December 31, 2050.

Prior to the dissolution of the Partnership, no Partner shall have the right to receive any distributions or return of its capital contribution.

All distributions and all allocations of income, gains, losses and credits shall be made in accordance with the Percentage Ownership of each Partner, as specified in this Agreement of Limited Partnership (the "Partnership Agreement").

The General Partner of the Partnership shall have the exclusive right and full power and authority to manage, control, conduct and operate the business of the Partnership and may take any and all action, including, but not limited to, the disposition of any or all of the Partnership's assets, without the consent of the Limited Partner. The General Partner shall maintain all books and records required by the Act to be maintained at the Partnership's principal place of business. The General Partner shall make available to the Limited Partner such books and records of the Partnership as are required pursuant to the Act. The General Partner shall have the right to designate a different registered agent and/or registered office for the Partnership by complying with any requirements pursuant to the Act.

The Partnership shall indemnify and hold harmless the General Partner, and its partners, managers, members, employees, agents and representatives and the shareholders, officers, directors, members, employees, agents and representatives of its partners to the fullest extent permitted by the Act.

Neither the General Partner nor the Limited Partner shall be permitted to withdraw from the Partnership or transfer, assign, or pledge its interest in the Partnership without the prior written consent of the other Partner, which consent may be withheld in such Partner's sole discretion.

The Partnership is hereby authorized to engage in any merger or consolidating transaction with any limited partnership or other business entity as provided in Section 17-211 of the Act. Any such merger or consolidation transaction may be approved solely by the General Partner and does not require the consent of the Limited Partner. If the Partnership is the surviving or resulting limited partnership in any merger or consolidation, the Partnership Agreement may be amended and/or restated in connection with the agreement of merger or consolidation.

The Partnership Agreement may be amended in whole or in part at the sole discretion of the General Partner without the approval of the Limited Partner. The General Partner may, in its sole and absolute discretion, admit additional or substitute general or limited partners and reallocate the Percent Ownership.

The Partners hereby agree that all other terms of the Partnership be controlled and interpreted in accordance with the Act.

EXECUTED on December 30, 1998.

SOLE GENERAL PARTNER

San Angelo Community Medical Center, LLC

By: /s/ John M. Franck II

John M. Franck II

Vice President

SOLE LIMITED PARTNER

SACMC, LLC

By: /s/ John M. Franck II

John M. Franck II

Vice President

CERTIFICATE OF FORMATION
OF
SAN ANGELO MEDICAL, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is San Angelo Medical, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of February, 3 1999.

By: /s/ John M. Franck II
Title: Authorized Person\

STATE OF DELAWARE

SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/03/1999
991044936 — 3001078

STATE OF DELAWARE
SECRETARY OF STATE DIVISION OF CORPORATIONS
FILED 03:45 PM 04/16/1999
991150823 — 3001078

CERTIFICATE OF MERGER
OF
COLUMBIA/RCA OF SAN ANGELO, INC.
INTO
SAN ANGELO MEDICAL, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company and corporation DO HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

<u>Name</u>	<u>State of Formation or Organization</u>
San Angelo Medical, LLC (the "LLC")	Delaware
Columbia/HCA of San Angelo, Inc. (the "Company")	Texas

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities to the merger.

THIRD: The Company shall be merged with and into the LLC, with the LLC being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be San Angelo Medical, LLC.

FOURTH: The Certificate of Formation of the LLC at the effective time of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder or member, as the case may be, of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on April 16,1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 15th day of April, 1999.

SAN ANGELO MEDICAL, LLC

By: /s/ John M. Franck II

Name: John M. Franck II

Title: Manager

COLUMBIA/HCA OF SAN ANGELO, INC.

By: /s/ R. Milton Johnson

Name: R. Milton Johnson

Title: Vice President

LIMITED LIABILITY COMPANY AGREEMENT
OF
SAN ANGELO MEDICAL, LLC

This Limited Liability Company Agreement of San Angelo Medical, LLC, effective as of February 3, 1999 (this "Agreement"), is entered into by Columbia/HCA of San Angelo, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is San Angelo Medical, LLC (the "Company").
 2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
 3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
 5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.
-

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.
 12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.
 13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.
 14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.
 15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.
 16. Amendment. This Agreement may be amended from time to time with the consent of the Member.
 17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.
-

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 15th day of April 1999.
COLUMBIA/HCA OF SAN ANGELO, INC.

By: /s/ R. Milton Johnson

R. Milton Johnson
Vice President

SCHEDULE A

Member and Business Address

Columbia/HCA of San Angelo, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital
Contribution
\$1.00

Limited Liability
Company Interest
100%

ADDENDUM

Effective as of April 16, 1999 (the "Merger Date"), Columbia/HCA of San Angelo, Inc. ("Columbia/San Angelo") merged with and into San Angelo Medical, LLC, a limited liability company of which Columbia/San Angelo was the sole member ("San Angelo"), whereupon Galen Holdings, Inc., the sole shareholder of Columbia/San Angelo ("Galen Holdings"), became the sole member of San Angelo. Attached hereto is a copy of the Limited Liability Company Agreement of San Angelo (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Columbia/San Angelo as the sole member (the "Member") shall be deemed to be references to Galen Holdings as the Member.

IN WITNESS WHEREOF, Galen Holdings has executed this Addendum on the 16th day of April, 1999.

GALEN HOLDINGS, INC.

By: /s/ R. Milton Johnson

R. Milton Johnson
Vice President

ADDENDUM

Effective as of April 21, 1999 (the "Merger Date"), Galen Holdings, Inc. ("Galen Holdings") merged with and into Galen Holdco, LLC ("Galen Holdco"), whereupon Galen Holdco became the sole member of San Angelo Medical Center, LLC, a Delaware limited liability company ("LLC"). Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Galen Holdings as the sole member (the "Member") shall be deemed to be references to Galen Holdco as the Member.

IN WITNESS WHEREOF, Galen Holdco has executed this Addendum on the 21st day of April, 1999.

GALEN HOLDCO, LLC

By: /s/ John M. Franck II

John M. Franck II

Vice President

ADDENDUM

Effective as of May 4, 1999 (the "Effective Date"), Galen Holdco, LLC ("Galen Holdco") assigned, transferred and conveyed its 100% limited liability company interest in San Angelo Medical, LLC, a Delaware limited liability company ("LLC"), to Healthtrust, Inc. — The Hospital Company ("Healthtrust"), whereupon Healthtrust became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Galen Holdco as the sole member (the "Member") shall be deemed to be references to Healthtrust as the Member.

IN WITNESS WHEREOF, Healthtrust has executed this Addendum on the 4th day of May, 1999.

HEALTHTRUST, INC. — THE HOSPITAL COMPANY

By: /s/ R. Milton Johnson

R. Milton Johnson
Manager

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Healthtrust, Inc. — The Hospital Company ("Healthtrust") assigned, transferred and conveyed its 100% limited liability company interest in San Angelo Medical, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals, Inc. ("Triad Inc."), whereupon Triad Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Healthtrust as the sole member (the "Member") shall be deemed to be references to Triad Inc. as the Member.

IN WITNESS WHEREOF, Triad Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS, INC.

By: /s/ R. Milton Johnson

R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date), Triad Hospitals, Inc. ("Triad Inc.") assigned, transferred and conveyed its 100% limited liability company interest in San Angelo Medical, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals Holdings, Inc. ("Holdings Inc."), whereupon Holdings Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad Inc. as the sole member (the "Member") shall be deemed to be references to Holdings Inc. as the Member.

IN WITNESS WHEREOF, Holdings Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS HOLDINGS, INC.

By: /s/ R. Milton Johnson

R. Milton Johnson
Vice President

ADDENDUM

Effective as of 12:01 a.m. (Eastern Standard Time) on January 1, 2006 (the "Effective Date"), Triad Hospitals, Inc. ("Triad") assigned, transferred and conveyed its 100% limited liability company interest in San Angelo Medical, LLC, a Delaware limited liability company ("LLC"), to Tennyson Holdings, Inc. ("Holdings"), whereupon Holdings became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad as the sole member (the "Member") shall be deemed to be references to Holdings as the Member.

IN WITNESS WHEREOF, Holdings has executed this Addendum on the 1st day of January, 2006.

TENNYSON HOLDINGS, INC.

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President,
General Counsel and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/03/1999
991044664 — 3001009

CERTIFICATE OF FORMATION
OF
SOUTHERN TEXAS MEDICAL CENTER, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Southern Texas Medical Center, LLC (the “Company”).

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company’s registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of February 3, 1999,

By: /s/John M. Franck II
Name: John M. Franck II
Title: Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:15 PM 04/22/1999
991159145 — 3001009

CERTIFICATE OF MERGER
OF
BROWNWOOD REGIONAL HOSPITAL, INC.
INTO
SOUTHERN TEXAS MEDICAL CENTER, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company and corporation DO HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Southern Texas Medical Center, LLC (the "LLC")	Delaware
Brownwood Regional Hospital, Inc. (the "Company")	Texas

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities to the merger.

THIRD: The Company shall be merged with and into the LLC, with the LLC being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be Southern Texas Medical Center, LLC.

FOURTH: The Certificate of Formation of the LLC at the effective time of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder or member, as the case may be, of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on April 22, 1999:

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 21st day of April, 1999.

SOUTHERN TEXAS MEDICAL CENTER, LLC

By: /s/John M. Franck I
Name: John M. Franck II
Title: Manager

BROWNWOOD REGIONAL HOSPITAL, INC:

By: /s/R. Milton Johnson
Name: R. Milton Johnson
Title: Vice President

LIMITED LIABILITY COMPANY AGREEMENT
OF
SOUTHERN TEXAS MEDICAL CENTER, LLC

This Limited Liability Company Agreement of Southern Texas Medical Center, LLC, effective as of February 3, 1999 (this "Agreement"), is entered into by Brownwood Regional Hospital, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 del. C. § 18-101, et seq.), as amended from time to time. (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Southern Texas Medical Center, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for

the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF the undersigned has executed this Limited Liability Company Agreement on the 21st day of April 1999.

BROWNWOOD REGIONAL HOSPITAL, INC.

By: /s/R. Milton Johnson
R. Milton Johnson
Vice President

SCHEDULE A

Member and
Business Address

Brownwood Regional Hospital, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital .
Contribution
\$1.00

Limited Liability
Company Interest
100%

ADDENDUM

Effective as of April 22, 1999 (the "Merger Date"), Brownwood Regional Hospital, Inc. ("Brownwood") merged with and into Southern Texas Medical Center, LLC, a limited liability company of which Brownwood was the sole member ("Southern Texas Medical"), whereupon Healthtrust, Inc.-The Hospital Company, the sole shareholder of Brownwood ("Healthtrust"), became the sole member of Southern Texas Medical. Attached hereto is a copy of the Limited Liability Company Agreement of Southern Texas Medical (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Brownwood as the sole member (the "Member") shall be deemed to be references to Healthtrust as the Member.

IN WITNESS WHEREOF, Healthtrust has executed this Addendum on the 22nd day of April, 1999.

HEALTHTRUST, INC.-THE HOSPITAL COMPANY

By /s/ R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Healthtrust, Inc. — The Hospital Company ("Healthtrust") assigned, transferred and conveyed its 100% limited liability company interest in Southern Texas Medical Center, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals, Inc. ("Triad Inc."), whereupon Triad Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Healthtrust as the sole member (the "Member") shall be deemed to be references to Triad Inc. as the Member.

IN WITNESS WHEREOF, Triad Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS, INC.

By /s/ R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Hospitals, Inc. ("Triad Inc.") assigned, transferred and conveyed its 100% limited liability company interest in Southern Texas Medical Center, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals Holdings, Inc. ("Holdings Inc."), whereupon Holdings Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad Inc. as the sole member (the "Member") shall be deemed to be references to Holdings Inc. as the Member.

IN WITNESS WHEREOF, Holdings Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS HOLDINGS, INC.

By /s/ R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of 12:01 a.m. (Eastern Standard Time) on January 1, 2006 (the "Effective Date"), Triad Hospitals, Inc. ("Triad") assigned, transferred and conveyed its 100% limited liability company interest in Southern Texas Medical Center, LLC, a Delaware limited liability company ("LLC"), to Tennyson Holdings, Inc. ("Holdings"), whereupon Holdings became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad as the sole member (the "Member") shall be deemed to be references to Holdings as the Member.

IN WITNESS WHEREOF, Holdings has executed this Addendum on the 1st day of January, 2006.

TENNYSON HOLDINGS, INC.

By /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President, General Counsel and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 06/16/1998
981232773 — 2909376

CERTIFICATE OF FORMATION
OF
ST. JOSEPH HEALTH SYSTEM LLC

The undersigned, an authorized person, for the purpose of forming a limited liability company under the provisions of the Delaware Limited Liability Company Act, hereby certifies that:

FIRST: The name of the limited liability company ("Company") is St. Joseph Health System LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the Company are Corporation Service Company, 1013 Centre Road, Wilmington, New Castle County, Delaware 19805.

By signing this Certificate of Formation, the undersigned is acting solely in the capacity of organizer for the purpose of forming the Company and he shall have no liability whatsoever for acts done or purportedly done on behalf of the Company.

Executed on June 16, 1998.

/s/Curtis Capelling
Curtis Capelling, organizer

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 05/10/2000
001237193 — 2909376

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION
OF
ST: JOSEPH HEALTH SYSTEM LLC

ST. JOSEPH HEALTH SYSTEM LLC, a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is ST. JOSEPH HEALTH SYSTEM LLC

2. The certificate of formation of the company is hereby amended by striking out Article 2 thereof and by substituting in lieu of said Article the following new Article:

“2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 9 East Loockerman Street, Dover, Delaware 19901.”

Executed on January 25 , 2000.

/s/Gayle Jerkins
Gayle Jerkins

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/12/2001
010284328 — 2909376

Certificate of Amendment to Certificate of Formation
of
ST. JOSEPH HEALTH SYSTEM LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is ST. JOSEPH HEALTH SYSTEM LLC
2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company's registered agent and registered office and by substituting in lieu thereof the following new statement:

"The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808."

Executed on 5.12.01

/s/Michael L. Silhol
Michael L. Silhol, Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
ST. JOSEPH HEALTH SYSTEM LLC

This Limited Liability Company Agreement (“Agreement”) of St. Joseph Health System LLC (the “Company”) is made and entered into effective as of June 16, 1998, between QHG of Fort Wayne, Inc., an Indiana corporation (“QFW”) and Frankfort Health Partner, Inc., an Indiana corporation (“FHP”) (QFW, FHP and each additional person admitted as a member of the Company are referred to individually as a “Member” and collectively as “Members”).

A. The Members formed the Company as a Delaware limited liability company under the Delaware Limited Liability Company Act (the “Act”) by filing a Certificate of Formation with the Office of the Delaware Secretary of State on June 16, 1998.

B. The Members desire to enter into this Agreement to set forth the provisions governing the management and conduct of the business of the Company and the rights and obligations of the Members.

The Members, in consideration of the foregoing premises and their mutual covenants and agreements set forth herein, agree as follows:

ARTICLE 1
INTERESTS IN AND CAPITAL OF THE COMPANY

1.1 Units: Percentage Shares. Each Member’s Interest in the Company shall be denominated in “Units”. A Member’s “Percentage Share” in the Company shall be obtained by converting to a percentage the fraction having as its numerator the number of Units held by such Member and having as its denominator the aggregate number of Units held by all Members at the time. The initial Units and Percentage Share of each Member shall be set forth opposite such Member’s name on Exhibit 1.1 attached hereto. Thereafter, such Percentage Share shall be adjusted from time to time in accordance with this Agreement. All such adjustments shall be reflected on Exhibit 1.1 hereto.

1.2 Initial Capital Contributions. The Capital Contributions of the Members are shown on Exhibit 1.2. Except as provided in the Act, after a Member’s initial Capital Contribution is fully paid, no Member shall be required to make any further capital contributions or to lend any funds to the Company. “Capital Contribution” shall mean, with respect to any Member, the amount of money and the initial gross asset value of any property (other than money) contributed at any time to the Company with respect to such Member’s interest in the Company.

1.3 Return of Capital. No Member or assignee shall have the right to demand or receive a return of all or any part of such Member’s contributions to the capital of the Company. No Member (or assignee) shall be entitled to any interest on such Member’s capital account.

1.4 Limited Liability of Members, Assignees and Directors. No Member, assignee or Director shall be personally liable for the acts, debts, liabilities, or other obligations of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other Member, assignee, Director, employee or agent of the Company. Each Member, Director and assignee shall be liable only to make the Capital Contributions that it has agreed to make and for such person's own acts and conduct.

1.5 Capital Accounts. Separate capital accounts shall be maintained for each Member (and assignee) and shall consist generally of the sum of the Member's initial capital account and any additional contributions to the capital of the Company that may be made by such Member, plus such Member's share of the income of the Company, less such Member's share of any losses of the Company, and less any distributions to or withdrawals made by or attributable to such Member from the Company. Each Member's capital account shall be maintained and adjusted in accordance with the principles set forth in U.S. Treasury Regulation Section 1.704-1(b).

ARTICLE 2
ALLOCATIONS AND DISTRIBUTIONS

2.1 Allocation of Profits and Losses. Profits and losses for any fiscal year or other shorter period shall be allocated among Members in accordance with their respective Percentage Shares. "Profits and Losses" shall mean, for each fiscal year or other shorter period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss). "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

2.2 Distributions. The Board of Directors is authorized to make distributions of cash or other property to the Members (or assignees) in accordance with their respective Percentage Shares in such amounts and at such times as the Board of Directors shall determine. Nothing contained herein is intended nor shall be construed or applied to violate the fraud and abuse prohibitions under the Medicare and Medicaid programs. No Member shall have the right to demand or receive distributions of property other than cash. Distributions in kind of Company property, in liquidation or otherwise, shall be made only with the consent of the Board of Directors and only at a value agreed to by the Board of Directors. Prior to any such distribution in kind, the difference between such agreed value and the book value of such property shall be credited or charged, as the case may be, to the Members' capital accounts in proportion to their Percentage Shares, except as may otherwise be required under Code Section 704(c). Upon the distribution of such property, such agreed value shall be charged to the Capital Accounts of the Members receiving such distribution.

ARTICLE 3
MANAGEMENT OF THE COMPANY'S AFFAIRS:
BOARD OF DIRECTORS

3.1 General Powers of the Board of Directors. The business and affairs of the Company shall be managed by its “Board of Directors” (herein so called) and the persons serving on the Board of Directors (the “Directors”), who shall serve in the capacity of “Managers” as defined in the Act. The Board of Directors shall direct, manage and control the Company’s business to the best of its ability and shall have full and complete authority, power, and discretion to make any and all decisions and do any and all things which the Board of Directors deems necessary or desirable for that purpose, subject to the rights and responsibilities of the Members. Unless expressly authorized by the Board of Directors, no Member shall have any authority to bind or obligate the Company.

3.2 Number. The number of Directors which shall constitute the whole Board of Directors shall be not less than three nor more than ten. The first Board of Directors shall consist of three Directors. Thereafter, within the limits above specified, the number of Directors shall be determined by resolution of the Board of Directors or by the Members at the annual meeting of the Members, except as provided in Section 3.3 of this Article, and each Director elected shall hold office until his successor is elected and qualified. Directors need not be Members.

3.3 Removal of Directors. The Members shall have the power at any meeting of the Members to remove any Director or officer with or without cause by a vote of the majority in amount of all the outstanding Units of the Company entitled to vote.

3.4 Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of Directors or from any removal of incumbent Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no Directors in office, then an election of Directors may be held by the Members.

3.5 Quorum. A majority of all the Directors of the Company shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board of Directors and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

3.6 Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board of Directors and without notice of said meeting. Special meetings may be called at the discretion of the President of the Company, or upon request of a majority of members of the Board of Directors. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of Members, at which the Directors shall elect the officers of the Company for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

3.7 Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings shall be given to each Director by mail, telecopy, or telegraph, by the Secretary at least three (3) days previous

to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Company or made a part of the minutes of the meeting.

3.8 Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any Director from serving the Company in any other capacity and receiving compensation therefor.

3.9 Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

3.10 Indemnification. This Company shall indemnify each present and future Director and officer and any person who may serve at its request as a Director or officer of another entity to the extent required and to the extent permitted by the Act.

ARTICLE 4 OFFICERS

4.1 Number. The officers of the Company shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer and one or more assistant secretaries and assistant treasurers. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of formation or this Agreement provide otherwise. No person shall sign any document on behalf of this Company in more than one capacity.

4.2 Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of Members and shall hold office at the pleasure of the Board of Directors. The President shall be a Director.

4.3 Compensation. The salaries of all officers and agents of the company shall be fixed by the Board of Directors.

4.4 Removal and Vacancies. The officers of the Company shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board of Directors the

best interest of the Company demands such removal. Any vacancy occurring in any office of the Company shall be filled by the Board of Directors.

4.5 President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board of Directors shall elect a permanent Chairman; to call special meetings of the Board of Directors whenever he may think such meetings are necessary, or as requested to do so in accordance with this Agreement; to sign all contracts, leases, mortgages, deeds, conveyances and other documents of the Company, which shall be countersigned Secretary or Treasurer where required. He shall have executive management and general supervision and direction affairs of the Company. He shall preside at the annual meeting of the Members of the Company and make a presentation covering the operation of the company for the preceding year, together with such suggestions as he may deem proper.

4.6 Vice Presidents. President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

4.7 Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the Members' and Directors' meetings when properly authorized; shall give notice of such meetings to each Member or Director as provided above in this Agreement and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all Members' and Directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

4.8 Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

4.9 Treasurer. The Treasurer shall have the custody of all monies and securities of the Company and shall deposit same in the name and to the credit of the Company and shall keep a full and accurate account of the receipts and disbursements in books belonging to the Company and shall disburse the funds of the Company by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

4.10 Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the

absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE 5 MEMBERS

5.1 Location. All meetings of the Members shall be held at any place within or without the State of Delaware which may be designated either by the Board of Directors or by the written consent of all Members entitled to vote thereat given either before or after the meeting and filed by the Secretary of the company. In the absence of any such designation, members' meetings shall be held in the City of Brentwood, State of Tennessee.

5.2 Annual Meeting. The annual meeting of the Members shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the Members shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

5.3 Special Meetings. Special meetings of the Members, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more members holding not less than one-fifth (1/5) of the Units of the Company.

5.4 Notices. Written notice of each annual meeting shall be given to each Member either personally or by mail or by other means of written communication, charges prepaid, addressed to each Member at his address appearing on the books of the Company, or given by him to the Company for the purpose of notice. If a Member gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the Company is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the Company is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such Member. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a Member at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a Member in writing of notice of any meeting of Member shall be equivalent to the giving of such notice.

5.5 Quorum. The presence in person or by proxy of the holders of a majority of the Units entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the Members may be adjourned from time to time by the vote of a majority of the Units, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The Members present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough Members to leave less than a quorum.

5.6 Proxies. Units and Members may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a Member shall be sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

5.7 Voting. Each Unit present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

5.8 Presiding Officer. Every meeting of Members, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the Company shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

5.9 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of Members entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

5.10 Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of Members of the Company, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken shall be signed by all of the Members.

ARTICLE 6 MANAGEMENT OF MEDICAL FACILITY

6.1 Advisory Board. It shall be the policy of the Company that any medical facility owned by the Company shall be operated as a division of the Company under the administrative direction of an "Administrator" and with the advice of an "Advisory Board", some of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence. Initially the Company's Advisory Board shall consist of nine persons, three of whom shall be residents of the area served by the facility, three of whom shall be physician members of the facility's medical staff, one of whom shall be selected by Ancilla System Incorporated, and two of whom shall be selected by QFW, FHP or one of their affiliates.

6.2 Meetings of Advisory Board. The Advisory Board shall be governed by this Agreement, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the authority of the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or Company. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to and subject to the authority of the Board of Directors of the Company.

6.3 Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or by the Advisory Board pursuant to any delegated responsibility for medical matters.

6.4 Amendment. This Article of this Agreement shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of the Units voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE 7 TRANSFERS OF MEMBERSHIP INTERESTS BY MEMBERS

7.1 No Transfers. Each Member covenants and agrees that it will not sell, assign, transfer, alienate or otherwise dispose of (each such event being deemed a "Transfer") all or any part of its Units in the Company to any person or entity, including the Company without the approval of the Board of Directors. Notwithstanding the foregoing, it shall not be deemed a Transfer for a Member to mortgage, pledge or otherwise encumber its Units in the Company; provided, however, that it shall be deemed a Transfer if a party for whose benefit the Units are mortgaged, pledged or otherwise encumbered shall obtain full title to such Units.

ARTICLE 8 DISSOLUTION AND LIQUIDATION OF THE COMPANY

8.1 Dissolving Events. The existence of the Company shall be perpetual provided that the Company shall be dissolved and liquidated upon the occurrence of any of the following events:

8.1.1 The unanimous written agreement of the Members to terminate the Company.

8.1.2 The entry of a final judgment, order or decree of judicial dissolution of the Company issued by a court of competent jurisdiction under the authority of Act § 18-802, and the expiration of the period, if any, allowed by applicable law in which to appeal therefrom.

8.1.3 The administrative dissolution of the Company by action of the Secretary of State of the State of Delaware and the expiration of the period, if any, allowed by applicable law in which to appeal therefrom or to become reinstated.

8.1.4 Any event which results in there being fewer than two Members.

8.1.5 Any Transfer of a Unit in violation of Section 7.1.

Notwithstanding any other provision of this Agreement, in no event shall the redemption or purchase of the Units of a Member by the Company or any Transfer of a Unit be a dissolving event if the remaining Members consent to the continued existence and business of the Company as provided in Act §18-801(4).

8.2 Method of Liquidation. Upon the happening of any of the events specified in Section 8.1, the Company shall continue solely for the purpose of winding up its affairs liquidating its assets, and satisfying the claims of its creditors and Members. The Board of Directors shall be responsible for overseeing the winding up and liquidation of the Company. In the course of winding up its affairs, any of the Company's assets may be sold upon the consent of the Board of Directors, and any proceeds derived from any such sale, together with all assets that are not sold, shall be applied and distributed in the following manner and in the following order of priority:

8.2.1 To the payment of the debts and liabilities of the Company and to the expenses of liquidation in the order of priority as provided by law, and to the establishment of any reserves that the Board of Directors deems necessary for any contingent liabilities or obligations of the Company; then

8.2.2 To the payment of any liabilities or debts, other than capital accounts, of the Company to any of the Members; then

8.2.3 To the Members (and assignees) in accordance with the relative positive balances of their capital accounts, after giving effect to all contributions, distributions and allocations under this Agreement for all periods as required by Section 704(b) of the Code and the regulations promulgated thereunder.

In the course of any liquidation, the difference between the fair market value and book value of any assets that are distributed in kind shall be credited or charged, as the case may be, to the Members' (or assignees') capital accounts.

8.3 Reasonable Time for Liquidation. A reasonable time (not to exceed twelve (12) months) shall be allowed for the orderly liquidation and winding up of the Company in order to minimize any losses that may be attendant upon such liquidation.

8.4 Distribution to Liquidating Trust. In the discretion of the Board of Directors, assets otherwise distributable to the Members (or assignees) pursuant to Section 8.2 may be distributed to a liquidating trust established for the benefit, and upon the agreement, of all Members (and assignees) for purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or potential liabilities or obligations of the Company.

8.5 Date of Termination. The Company shall be completely terminated when all property of the Company shall have been disposed of by the Company in accordance with Section 8.2. The establishment of any reserves in accordance with the provisions of Section 8.2 or the creation of a liquidating trust in accordance with Section 8.4 shall not have the effect of extending the existence of the Company, but any remaining balance in any such reserve or liquidating trust shall be distributed in the manner provided in Section 8.2 upon expiration of the period of such reserve or liquidating trust, as the case may be.

8.6 Certificate of Cancellation. Upon completing the winding up and liquidation of the Company, the Company shall cause to be filed a Certificate of Cancellation of the Company as provided by Act § 18-203. The Members agree to join in executing such document if such joinder is required by the Act or deemed necessary or appropriate by the Board of Directors. Upon the filing of the Certificate of Cancellation, the Members shall cease to be such and the Company and this Agreement shall be terminated.

ARTICLE 9

COMPANY FUNDS AND ACCOUNTING

9.1 Books of Account: Records and information. The books of account of the Company shall be maintained at the Company's principal executive office or such other location determined by the Board of Directors, and each Member shall have access thereto at all reasonable times. The Company shall also maintain such records and information required by Act § 18-305 and shall permit the inspection and copying of such records and information by the Members.

9.2 Period and Method of Accounting. The Company's books of account shall be maintained on such fiscal year basis as may be determined by the Board of Directors, and such books shall be kept in accordance with such method of accounting as may be adopted by the Board of Directors or as required by the Code.

9.3 Tax Elections. The Board of Directors shall have the responsibility for making (and revoking) all tax elections on behalf of the Company (and which are to be made by the Company as opposed to the Members) under the Code. Upon the transfer of Units in the Company or a distribution of property to a Member (or assignee), the Company may, but is not required to, elect, pursuant to Section 754 of the Code, to adjust the basis of Company property as allowed by Section 734(b) and 743(b) thereof.

9.4 Tax Matters Manager. QFW shall be Tax Matters Manager and shall act as the "Tax Matters Partner" as defined in the Code Section 6231(a)(7) and is authorized to execute, on behalf of the Company, all documents and returns necessary to comply with the U.S. Treasury Regulations promulgated thereunder.

ARTICLE 10
GENERAL

10.1 Filings. The Company shall execute and cause to be filed such certificates and documents required by any jurisdiction in which the Company engages in business. The Company shall take all other actions reasonably necessary to perfect and maintain the status of the Company as a limited liability company under the laws of Delaware and any other jurisdiction in which the Company engages in business.

10.2 Status of Company for Tax Purposes. The Members intend that the Company be classified as a partnership for federal and state income tax purposes. The Members shall be under a continuing obligation to perform their duties and responsibilities under this Agreement in light of such intention, and the Company shall do any and all things and acts necessary or appropriate to maintain such classification including filing form 8832 with the Internal Revenue Service.

10.3 Waiver of Action for Partition. Each Member (and assignee) irrevocably waives any right that it may have to maintain any action for partition with respect to the Company and its property.

10.4 Nonrecourse Loans. If the Company borrows money on a nonrecourse basis, then the creditor who makes such a loan to the Company will not have or acquire at any time as a result of making the loan, any direct or indirect interest in the profits, capital or property of the Company other than as a secured creditor.

10.5 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Members (and assignees) and their respective heirs, representatives, transferees, successors and assigns.

10.6 Construction. As herein used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, unless the context would otherwise fairly require. The titles of the Articles and Sections herein have been inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof. All references herein to Articles and Sections shall mean the appropriate numbered Article or Section hereof except where reference is made to the Act, the Code or to some other specified law, regulation or instrument. All references to provisions of the Act, Code or other specified law shall be deemed to include any amendment or successor provisions of the Act, Code or other specified law.

10.7 Survival of Provisions. Whenever possible, each provision and term of this Agreement shall be interpreted in such manner as to be valid and enforceable; provided that in the event any provision or term of this Agreement should be determined to be invalid or unenforceable, all other provisions and terms of this Agreement and the application thereof to all persons and circumstances subject thereto shall remain unaffected to the extent permitted by law.

10.8 Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the Members with respect to the subject matter hereof and shall control over any inconsistent understanding, restriction, representation, or warranty among the Members.

10.9 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Delaware except where reference is herein made to Sections or provisions of the Code or regulations. All references to Sections or provisions of the Code shall mean such Sections or provisions as now or hereafter amended and shall include any successor Sections or provisions.

[The remainder of this page intentionally left blank.]

The parties hereto have executed this Agreement as of the date first above written.

QHG OF FORT WAYNE, INC.

By: /s/unreadable
Title: President

FRANKFORT HEALTH PARTNER, INC.

By: /s/unreadable
Title: President

EXHIBIT 1.1
PERCENTAGE SHARES

<u>MEMBER</u>	<u>UNITS</u>	<u>PERCENTAGE SHARE</u>
QHG of Fort Wayne, Inc.	99	99%
Frankfort Health Partner, Inc.	1	1%
Total	100	100%

EXHIBIT 1.2
CAPITAL CONTRIBUTIONS

QHG of Fort Wayne, Inc.	\$62,987,199.14
Frankfort Health Partner, Inc.	\$ 636,234.34

EXHIBIT 1.2
CAPITAL CONTRIBUTIONS

QHG of Fort Wayne, Inc.
Frankfort Health Partner, Inc.

\$ _____
\$ _____

State of Delaware
Secretary of State
Division of Corporations
Delivered
04:06 PM 12/12/2005
FILED 04:06 PM 12/12/2005
SRV 051010691 — 4075793 FILE

CERTIFICATE OF INCORPORATION
OF
TENNYSON HOLDINGS, INC.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows.

ARTICLE I

The name of the Corporation is: Tennyson Holdings, Inc. (hereinafter referred to as the "Corporation").

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The name of the Corporation's registered agent at such address is the Corporation Service Company.

ARTICLE III

The purpose for which the Corporation is organized is to engage in any lawful acts or activities for which corporations may be organized under the General Corporation Law of the State of Delaware, as from time to time in effect.

ARTICLE IV

The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares of common stock, par value \$.01 per share.

ARTICLE V

Elections of directors need not be by ballot unless required by the By-laws of the Corporation (the "By-laws") Any director may be removed from office either with or without cause at any time by the affirmative vote of the holders of a majority of the outstanding stock of the Corporation entitled to vote, given at a meeting of the stockholders called for that purpose, or by the consent of the holders of a majority of the

outstanding stock of the Corporation entitled to vote, given in accordance with Section 228 of the General Corporation Law of the State of Delaware.

ARTICLE VI

In furtherance and not in limitation of the power conferred upon the Board of Directors by law, the Board of Directors shall have power to make, adopt, alter, amend and repeal from time to time the By-laws, subject to the right of the stockholders entitled to vote with respect thereto to alter, amend and repeal By-laws adopted by the Board of Directors.

ARTICLE VII

No director shall be liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate or limit any liability that may exist with respect to (1) a breach of the director's duty of loyalty to the Corporation or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability under Section 174 of the Delaware General Corporation Law or (4) a transaction from which the director derived an improper personal benefit, it being the intention of the foregoing provision to eliminate the liability of the Corporation's directors to the Corporation or its stockholders to the fullest extent permitted by Section 102(b)(7) of the Delaware General Corporation Law, as in effect on the date hereof and as such Section may be amended after the date hereof to the extent such amendment permits such liability to be further eliminated or limited. The Corporation shall indemnify to the fullest extent permitted by Section 145 of the Delaware General Corporation Law (as in effect on the date hereof and as such Section may be amended after the date hereof) each person that such Section grants the Corporation the power to indemnify.

ARTICLE VIII

The name and address of the sole incorporator is as follows:

Rebecca Hurley
Triad Hospitals, Inc.
5800 Tennyson Parkway Plano, Texas
75024

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation as of the 12th day of December, 2005.

/s/ Rebecca Hurley
Rebecca Hurley
Sole Incorporator

TENNYSON HOLDINGS, INC.

BY-LAWS

ARTICLE I

Meetings of Stockholders

Section 1.1 Annual Meetings. The annual meeting of the stockholders for the election of directors and for the transaction of such other business as properly may come before such meeting shall be held each year on such date, and at such time and place within or without the State of Delaware, as may be designated by the Board of Directors.

Section 1.2 Special Meetings. Special meetings of the stockholders for any proper purpose or purposes may be called at any time by the Board of Directors, the President or the Secretary, to be held on such date, and at such time and place within or without the State of Delaware, as the Board of Directors, the President or the Secretary, whichever has called the meeting, shall direct. A special meeting of the stockholders shall be called by the President or the Secretary whenever stockholders owning a majority of the shares of the Corporation then issued and outstanding and entitled to vote on matters to be submitted to stockholders of the Corporation shall make application therefor in writing. Any such written request shall state a proper purpose or purposes of the meeting and shall be delivered to the President or the Secretary.

Section 1.3 Notice of Meeting. Written notice, signed by the President, the Secretary or any Assistant Secretary, of every meeting of stockholders stating the date and time when, and the place where, such meeting is to be held, shall be delivered either personally or by mail to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of such meeting, except as otherwise provided by law. The purpose or purposes for which such meeting is called may, in the case of an annual meeting, and shall in the case of a special meeting, also be stated in such notice. If mailed, such notice shall be directed to a stockholder at such stockholder's address as it shall appear on the stock books of the Corporation. Whenever any notice is required to be given under the provisions of the General Corporation Law of the State of Delaware, the Certificate of Incorporation or these By-laws, a waiver thereof, signed by the stockholder entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a stockholder at the meeting shall be deemed equivalent to a written waiver of notice of such meeting, except as otherwise specifically provided by law.

Section 1.4 Quorum. The presence at any meeting of stockholders, in person or by proxy, of the holders of record of a majority of the shares then issued and outstanding and entitled to vote shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law.

Section 1.5 Adjournments. In the absence of a quorum, a majority in interest of the stockholders entitled to vote, present in person or by proxy, or, if no stockholder entitled to vote is present in person or by proxy, any officer entitled to preside at or act as

secretary of a meeting of stockholders, may adjourn such meeting from time to time until a quorum shall be present.

Section 1.6 Voting. Directors shall be chosen by a plurality of the votes cast at the election, and, except as otherwise provided by law or by the Certificate of Incorporation, all other questions shall be determined by a majority of the votes cast on such question.

Section 1.7 Proxies. Any stockholder entitled to vote may vote by proxy, provided that the instrument authorizing such proxy to act shall have been executed in writing (which shall include telegraphing or cabling) by the stockholder himself or by such stockholder's duly authorized attorney.

Section 1.8 Inspectors of Election. The Board of Directors may appoint inspectors of election to serve at any election of directors and at balloting on any other matter that may properly come before a meeting of stockholders. If no such appointment shall be made, or if any of the inspectors so appointed shall fail to attend, or refuse or be unable to serve, then such appointment may be made by the presiding officer at the meeting.

ARTICLE II

Board of Directors

Section 2.1 Number. The number of directors which shall constitute the whole Board of Directors shall be fixed from time to time by resolution of the Board of Directors or stockholders (any such resolution of either the Board of Directors or stockholders being subject to any later resolution of either of them). The first Board of Directors and subsequent Boards of Directors shall consist of three (3) directors until changed as herein provided.

Section 2.2 Election and Term of Office. Directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2.3. Each director (whether elected at an annual meeting or to fill a vacancy or otherwise) shall continue in office until such Director's successor shall have been elected and qualified or until such Director's earlier death, resignation or removal in the manner hereinafter provided.

Section 2.3 Vacancies and Additional Directorships. If any vacancy shall occur among the directors by reason of death, resignation or removal, or as the result of an increase in the number of directorships, a majority of the directors then in office, or a sole remaining director, though less than a quorum, may fill any such vacancy.

Section 2.4 Regular Meetings. A regular meeting of the Board of Directors shall be held for organization, for the election of officers and for the transaction of such other business as may properly come before such meeting, within thirty days after each annual meeting of stockholders. The Board of Directors by resolution may provide for the holding of other regular meetings and may fix the times and places at which such meetings shall be held. Notice of regular meetings shall not be required to be given, provided that whenever the time or place of regular meetings shall be fixed or changed, notice of such action shall be mailed promptly to each director who shall not have been present at the meeting at

which such action was taken, addressed to such director at such director's residence or usual place of business.

Section 2.5 Special Meetings. Special meetings of the Board of Directors shall be held upon call by or at the direction of the President or the Secretary. Except as otherwise required by law, notice of each special meeting shall be mailed to each director, addressed to such director at such director's residence or usual place of business, or shall be sent to such director at such place by telex, facsimile transmission, telegram, radio or cable, or telephoned or delivered to him personally, not later than the day before the day on which the meeting is to be held. Such notice shall state the time and place of such meeting, but need not state the purposes thereof, unless otherwise required by law, the Certificate of Incorporation or these By-laws.

Section 2.6 Waiver of Notice. Whenever any notice is required to be given under the provisions of the General Corporation Law of the State of Delaware, the Certificate of Incorporation or these By-laws, a waiver thereof, signed by the director entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a director at a meeting shall be deemed equivalent to a written waiver of notice of such meeting.

Section 2.7 Quorum and Manner of Acting. At each meeting of the Board of Directors the presence of a majority of the total number of members of the Board of Directors as constituted from time to time, shall be necessary and sufficient to constitute a quorum for the transaction of business, except that when the Board of Directors consists of one or two directors, then the one or two directors, respectively, shall constitute a quorum. In the absence of a quorum, a majority of those present at the time and place of any meeting may adjourn the meeting from time to time until a quorum shall be present and the meeting may be held as so adjourned without further notice or waiver. A majority of those present at any meeting at which a quorum is present may decide any question brought before such meeting, except as otherwise provided by law, the Certificate of Incorporation or these By-laws.

Section 2.8 Resignation of Directors. Any director may resign at any time by giving written notice of such resignation to the Board of Directors, the President or the Secretary. Unless otherwise specified in such notice, such resignation shall take effect upon receipt thereof by the Board of Directors or any such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 2.9 Removal of Directors. At any special meeting of the stockholders, duly called as provided in these By-laws, any director or directors may be removed from office, either with or without cause, as provided by law. At such meeting a successor or successors may be elected by a plurality of the votes cast, or if any such vacancy is not so filled, it may be filled by the directors as provided in Section 2.3.

Section 2.10 Compensation of Directors. Directors shall receive such reasonable compensation for their services as such, whether in the form of salary or a fixed fee for attendance at meetings, with expenses, if any, as the Board of Directors may from time to

time determine. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE III

Committees of the Board

Section 3.1 Designation, Power, Alternate Members and Term of Office. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Any such committee, to the extent provided in such resolution and permitted by law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation or a facsimile thereof to be affixed to or reproduced on all such papers as said committee shall designate, except as otherwise specifically provided by law. The Board of Directors may designate one or more directors as alternate members of any committee who, in the order specified by the Board of Directors, may replace any absent or disqualified member at any meeting of such committee. If at a meeting of any committee one or more of the members thereof should be absent or disqualified, and if either the Board of Directors has not so designated any alternate member or members, or the number of absent or disqualified members exceeds the number of alternate members who are present at such meeting, then the member or members of such committee (including alternates) present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at such meeting in the place of any such absent or disqualified member. The term of office of the members of each committee shall be as fixed from time to time by the Board of Directors, subject to these By-laws; provided, however, that any committee member who ceases to be a member of the Board of Directors shall ipso facto cease to be a committee member. Each committee shall appoint a secretary, who may be a director or an officer of the Corporation.

Section 3.2 Meetings, Notices and Records. Each committee may provide for the holding of regular meetings, with or without notice, and may fix the times and places at which such meetings shall be held. Special meetings of each committee shall be held upon call by or at the direction of its chairman or, if there be no chairman, by or at the direction of any one of its members. Except as otherwise provided by law, notice of each special meeting of a committee shall be mailed to each member of such committee, addressed to such member at such member's residence or usual place of business, or shall be sent to him at such place by telex, facsimile transmission, telegram, radio or cable, or telephoned or delivered to such member personally, not later than the day before the day on which the meeting is to be held. Such notice shall state the time and place of such meeting, but need not state the purposes thereof, unless otherwise required by law, the Certificate of Incorporation of the Corporation or these By-laws.

Notice of any meeting of a committee need not be given to any member thereof who shall attend such meeting in person or who shall waive notice thereof, before or after such meeting, in a signed writing. Each committee shall keep a record of its proceedings.

Section 3.3 Quorum and Manner of Acting. At each meeting of any committee the presence of a majority of its members then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, except that when a committee consists of one member, then the one member shall constitute a quorum. In the absence of a quorum, a majority of the members present at the time and place of any meeting may adjourn the meeting from time to time until a quorum shall be present and the meeting may be held as so adjourned without further notice or waiver. The act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. Subject to the foregoing and other provisions of these By-laws and except as otherwise determined by the Board of Directors, each committee may make rules for the conduct of its business.

Section 3.4 Resignations. Any member of a committee may resign at any time by giving written notice of such resignation to the Board of Directors, the President or the Secretary. Unless otherwise specified in such notice, such resignation shall take effect upon receipt thereof by the Board of Directors or any such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 3.5 Removal: Any member of any committee may be removed at any time with or without cause by the Board of Directors.

Section 3.6 Vacancies. If any vacancy shall occur in any committee by reason of death, resignation, disqualification, removal or otherwise, the remaining member or members of such committee, so long as a quorum is present, may continue to act until such vacancy is filled by the Board of Directors.

Section 3.7 Compensation. Committee members shall receive such reasonable compensation for their services as such, whether in the form of salary or a fixed fee for attendance at meetings, with expenses, if any, as the Board of Directors may from time to time determine. Nothing herein contained shall be construed to preclude any committee member from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

Officers

Section 4.1 Officers. The officers of the Corporation shall be a President, a Treasurer, a Secretary, and such other officers as may be appointed in accordance with the provisions of Section 4.3.

Section 4.2 Election, Term of Office and Qualifications. Each officer (except such officers as may be appointed in accordance with the provisions of Section 4.3) shall be elected by the Board of Directors. Each such officer shall hold such office until such officer's successor shall have been elected and shall qualify, or until such officer's death, or until such officer shall have resigned in the manner provided in Section 4.4 or shall have been removed in the manner provided in Section 4.5.

Section 4.3 Subordinate Officers and Agents. The Board of Directors from time to time may appoint other officers or agents (including one or more Vice-Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers), to hold office for such periods, have such authority and perform such duties as are provided in these By-laws or as may be provided in the resolutions appointing them. The Board of Directors may delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective terms of office, authorities and duties.

Section 4.4 Resignations. Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, the President or the Secretary. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or any such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 4.5 Removal. Any officer specifically designated in Section 4.2 may be removed with or without cause at any meeting of the Board of Directors by the affirmative vote of a majority of the directors then in office. Any officer or agent appointed in accordance with the provisions of Section 4.3 may be removed with or without cause at any meeting of the Board of Directors by affirmative vote of a majority of the directors present at such meeting, or at any time by any superior officer or agent upon whom such power of removal shall have been conferred by the Board of Directors.

Section 4.6 Vacancies. A vacancy in any office by reason of death, resignation, removal, disqualification or any other cause shall be filled for the unexpired portion of the term in the manner prescribed by these By-laws for regular election or appointment to such office.

Section 4.7 The President. The President shall have those powers and perform those duties as are given him by these By-laws or as from time to time may be assigned to him by the Board of Directors. He shall be the chief executive officer and shall have the responsibility for carrying out the policies of the Board of Directors and, subject to the control of the Board, shall provide general leadership in matters of policy and planning and have general and active charge, control and supervision of the business employees, property and affairs of the Corporation.

Section 4.8 Vice Presidents. Vice Presidents shall have those powers and shall perform those duties as from time to time may be assigned by the Board of Directors.

Section 4.9 Treasurer. The Treasurer shall have custody of all the funds and securities of the corporation and shall perform those other duties as the President may assign to him.

Section 4.10 Secretary. The Secretary shall give all required notices of the meetings of the stockholders and of the Board of Directors, attend and act as a secretary at all meetings of the stockholders and the Board of Directors, keep records thereof and be the custodian of the seal of the corporation. He shall perform those other duties as the President may assign to him.

Section 4.11 General Duties of Officers. Each officer, other than the President, in addition to those other powers and duties as are given to him by these By-laws, shall

perform those duties and have such powers as from time to time may be assigned to him by the Board of Directors or the President.

Section 4.12 Salaries. The salaries of the officers of the Corporation shall be fixed from time to time by the Board of Directors, except that the Board of Directors may delegate to any person the power to fix the salaries or other compensation of any officers or agents appointed in accordance with the provisions of Section 4.3. No officer shall be prevented from receiving such salary by reason of the fact that such officer is also a director of the Corporation.

ARTICLE V

Execution of Instruments and Deposit of Corporate Funds

Section 5.1 Execution of Instruments Generally. The President, any Vice-President, the Secretary, the Treasurer, the Assistant Secretary or the Assistant Treasurer, subject to the approval of the Board of Directors, may enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. The Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authorization may be general or confined to specific instances.

Section 5.2 Borrowing. No loans or advance shall be obtained or contracted for, by or on behalf of the Corporation and no negotiable paper shall be issued in its name, unless and except as authorized by the Board of Directors. Such authorization may be general or confined to specific instances. Any officer or agent of the Corporation thereunto so authorized may obtain loans and advances for the Corporation, and for such loans and advances may make, execute and deliver promissory notes, bonds, or other evidences of indebtedness of the Corporation. Any officer or agent of the Corporation thereunto so authorized may pledge, hypothecate or transfer as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation, any and all stocks, bonds, other securities and other personal property at any time held by the Corporation, and to that end may endorse, assign and deliver the same and do every act and thing necessary or proper in connection therewith.

Section 5.3 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to its credit in such banks or trust companies or with such bankers or other depositories as the Board of Directors may select, or as may be selected by any officer or officers or agent or agents authorized so to do by the Board of Directors. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories shall be made in such manner as the Board of Directors from time to time may determine.

Section 5.4 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers or agent or agents of the Corporation, and in such manner, as from time to time shall be determined by the Board of Directors.

Section 5.5 Proxies. Proxies to vote with respect to shares of stock of other corporations owned by or standing in the name of the Corporation may be executed and delivered from time to time on behalf of the Corporation by the President or by any other person or persons thereunto authorized by the Board of Directors.

Section 5.6 Other Contracts and Instruments. All other contracts and instruments binding the Corporation shall be executed in the name and on the behalf of the Corporation by those officers, employees or agents of the Corporation as may be authorized by the Board of Directors. That authorization may be general or confirmed to specific instances.

ARTICLE VI

Record Dates

Section 6.1 Record Dates. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall be not more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. Only those stockholders of record on the date so fixed shall be entitled to any of the foregoing rights, notwithstanding the transfer of any such stock on the books of the Corporation after any such record date fixed by the Board of Directors.

ARTICLE VII

Corporate Seal

Section 7.1 Corporate Seal. The corporate seal shall be circular in form and shall bear the name of the Corporation and words and figures denoting its organization under the laws of the State of Delaware and the year thereof and otherwise shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE VIII

Fiscal Year

Section 8.1 Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

ARTICLE IX

Amendments

Section 9.1 Amendments. All By-laws of the Corporation may be amended or repealed, and new By-laws may be made, by an affirmative majority of the votes cast at any annual or special stockholders' meeting by holders of outstanding shares of stock of the

Corporation entitled to vote, or by an affirmative vote of a majority of the directors present at any organizational, regular, or special meeting of the Board of Directors.

ARTICLE X

Action Without A Meeting

Section 10.1 Action Without A Meeting. Any action which might have been taken under these By-laws by a vote of the stockholders at a meeting thereof may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken, shall be individually signed and dated by the holders of outstanding shares of stock of the Corporation having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, provided that no written consent will be effective unless the necessary number of written consents is delivered to the Corporation within sixty days of the earliest delivered consent to the Corporation, and provided further that prompt notice shall be given to those stockholders who have not so consented if less than unanimous written consent is obtained. Any action which might have been taken under these By-laws by vote of the directors at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all the members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the Board of Directors or such committee.

ARTICLE XI

Indemnification

Section 11.1 Indemnification. The Corporation shall indemnify, in the manner and to the full extent permitted by law, any person (or the estate of any person) who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether or not by or in the right of the Corporation, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Where required by law, the indemnification provided for herein shall be made only as authorized in the specific case upon a determination, in the manner provided by law, that indemnification of the director, officer, employee or agent is proper in the circumstances. The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against such person. To the full extent permitted by law, the indemnification provided herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, and, in the manner provided by law, any such expenses may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any such expenses to the full extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the Corporation may be entitled under any agreement, vote of stockholders or disinterested directors or

otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/30/1999
991171812 — 3037153

CERTIFICATE OF INCORPORATION

of

TRIAD HOLDINGS III, INC.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

ARTICLE I

The name of the Corporation is: Triad Holdings III, Inc. (hereinafter referred to as the "Corporation").

ARTICLE II

The address of the registered office of the Corporation. in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, DE 19805, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is Corporation Service Company.

ARTICLE III

The purpose for which the Corporation is organized is to engage in any lawful acts end activities for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares of common stock, par value \$.01 per share.

ARTICLE V

Elections of directors need not be by written ballot unless required by the by-laws of the Corporation. Any director may be removed from office either with or without cause at any time by the affirmative vote of the holders of a majority of the outstanding stock of the Corporation entitled to vote, given at a meeting of the stockholders called for that purpose, or by the consent of the holders of a majority of the outstanding stock of the Corporation entitled to vote, given in accordance with Section 228 of the General Corporation Law of the State of Delaware.

ARTICLE VI

In furtherance and not in limitation of the power conferred upon the Board of Directors by law, the Board of Directors shall have power to make, adopt, alter, amend and repeal from time to time the By-laws of the Corporation, subject to the right of the stockholders entitled to vote with respect thereto to alter, amend and repeal by-laws adopted by the Board of Directors.

ARTICLE VII

No director shall be liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate or limit any liability that may exist with respect to (1) a breach of the director's duty of loyalty to the Corporation or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability under Section 174 of the Delaware General Corporation Law or (4) a transaction from which the director derived an improper personal benefit, it being the intention of the foregoing provision to eliminate the liability of the Corporation's directors to the Corporation or its stockholders to the fullest extent permitted by Section 102(b)(7) of the Delaware General Corporation Law, as in effect on the date hereof and as such Section may be amended after the date hereof to the extent such amendment permits such liability to be further eliminated or limited. The Corporation shall indemnify to the fullest extent permitted by Section 145 of the Delaware General Corporation Law (as in effect on the date hereof and as such Section may be amended after the date hereof) each person that such Section grants the Corporation the power to indemnify.

ARTICLE VIII

The name and address of the sole incorporator is as follows:

Jennifer Meyer
Dewey Ballantine LLP
1301 Avenue of the Americas
New York, NY 10019

IN WITNESS WHEREOF, the undersigned has executed this document as of the 30th day of April, 1999.

/S/ Jennifer Meyer
Name: Jennifer Meyer
Sole Incorporator

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 12/27/2002
020802945 — 3037153

CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY

Pursuant to Section 266 of the Delaware General Corporation Law and Section 18-214 of the Delaware Limited Liability Company Act

1. The name of the corporation to be converted hereby at the time of its incorporation and immediately prior to the filing of this Certificate of Conversion is Triad Holdings III, Inc. (the "Corporation").
2. The jurisdiction in which the Corporation was first incorporated and its jurisdiction immediately prior to conversion is the State of Delaware.
3. The original certificate of incorporation of the Corporation was filed with the Secretary of State on April 30, 1999.
4. The name of the limited liability company into which the Corporation shall be converted, as set forth in its Certificate of Formation, is Triad Holdings III, LLC.
5. The conversion shall be effective as of 12:04 a.m. (Eastern Standard Time) on January 1, 2003.
6. The conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 23, 2002.

TRIAD HOLDINGS III, INC.

By: /s/ Donald P. Fay
Name: Donald P. Fay
Title: Executive Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 12/27/2002
020802945 — 3037153

CERTIFICATE OF FORMATION

OF

TRIAD HOLDINGS III, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Triad Holdings III, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

FOURTH: This Certificate of Formation shall be effective at 12:04 a.m. (Eastern Standard Time) on January 1, 2003.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of December 23, 2002

By: /s/ Donald P. Fay
Name: Donald P. Fay
Title: Executive Vice President

TRIAD HOLDINGS III, INC.

BYLAWS

ARTICLE I

Meetings of Stockholders

Section 1.1 Annual Meetings. The annual meeting of the stockholders for the election of directors and for the transaction of such other business as properly may come before such meeting shall be held each year on such date, and at such time and place within or without the State of Delaware, as may be designated by the Board of Directors.

Section 1.2 Special Meetings. Special meetings of the stockholders for any proper purpose or purposes may be called at any time by the Board of Directors, the President or the Secretary, to be held on such date, and at such time and place within or without the State of Delaware, as the Board of Directors, the President or the Secretary, whichever has called the meeting, shall direct. A special meeting of the stockholders shall be called by the President or the Secretary whenever stockholders owning a majority of the shares of the Corporation then issued and outstanding and entitled to vote on matters to be submitted to stockholders of the Corporation shall make application therefor in writing. Any such written request shall state a proper purpose or purposes of the meeting and shall be delivered to the President or the Secretary.

Section 1.3 Notice of Meeting. Written notice, signed by the President, the Secretary or any Assistant Secretary, of every meeting of stockholders stating the date and time when, and the place where, such meeting is to be held, shall be delivered either personally or by mail to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of such meeting, except as otherwise provided by law. The purpose or purposes for which such meeting is called may, in the case of an annual meeting, and shall in the case of a special meeting, also be stated in such notice. If mailed, such notice shall be directed to

a stockholder at such stockholder's address as it shall appear on the stock books of the Corporation, unless such stockholder shall have filed with the Secretary a written request that notices intended for such stockholder be mailed to some other address, in which case it shall be mailed to the address designated in such request. Whenever any notice is required to be given under the provisions of the General Corporation Law of the State of Delaware, the Certificate of Incorporation or these Bylaws, a waiver thereof, signed by the stockholder entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a stockholder at the meeting shall be deemed equivalent to a written waiver of notice of such meeting.

Section 1.4 Quorum. The presence at any meeting of stockholders, in person or by proxy, of the holders of record of a majority of the shares then issued and outstanding and entitled to vote shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law.

Section 1.5 Adjournments. In the absence of a quorum, a majority in interest of the stockholders entitled to vote, present in person or by proxy, or, if no stockholder entitled to vote is present in person or by proxy, any officer entitled to preside at or act as secretary of a meeting of stockholders, may adjourn such meeting from time to time until a quorum shall be present.

Section 1.6 Voting. Directors shall be chosen by a plurality of the votes cast at the election, and, except as otherwise provided by law or by the Certificate of Incorporation, all other questions shall be determined by a majority of the votes cast on such question.

Section 1.7 Proxies. Any stockholder entitled to vote may vote by proxy, provided that the instrument authorizing such proxy to act shall have been executed in writing (which shall include telegraphing or cabling) by the stockholder himself or by such stockholder's duly authorized attorney.

Section 1.8 Judges of Election. The Board of Directors may appoint judges of election to serve at any election of directors and at balloting on any other matter that may properly come before a meeting of stockholders. If no such appointment shall be made, or if any of the judges so appointed shall fail to attend, or refuse or be unable to serve, then such appointment may be made by the presiding officer at the meeting.

ARTICLE II

Board of Directors

Section 2.1 Number. The number of directors which shall constitute the whole Board of Directors shall be fixed from time to time by resolution of the Board of Directors or stockholders (any such resolution of either the Board of Directors or stockholders being subject to any later resolution of either of them). The first Board of Directors shall consist of one (1) director, and subsequent Boards of Directors shall consist of eight (8) directors until changed as herein provided.

Section 2.2 Election and Term of Office. Directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2.3. Each director (whether elected at an annual meeting or to fill a vacancy or otherwise) shall continue in office until such Director's successor shall have been elected and qualified or until such Director's earlier death, resignation or removal in the manner hereinafter provided.

Section 2.3 Vacancies and Additional Directorships. If any vacancy shall occur among the directors by reason of death, resignation or removal, or as the result of an increase in the number of directorships, a majority of the directors then in office, or a sole remaining director, though less than a quorum, may fill any such vacancy.

Section 2.4 Regular Meetings. A regular meeting of the Board of Directors shall be held for organization, for the election of officers and for the transaction of such other business as may properly come before such meeting, within thirty days after each annual meeting of stockholders. The Board of Directors by resolution may provide for the holding of other regular meetings and may fix the times and places at which such meetings shall be

held. Notice of regular meetings shall not be required to be given, provided that whenever the time or place of regular meetings shall be fixed or changed, notice of such action shall be mailed promptly to each director who shall not have been present at the meeting at which such action was taken, addressed to such director at such director's residence or usual place of business.

Section 2.5 Special Meetings. Special meetings of the Board of Directors shall be held upon call by or at the direction of the President or the Secretary. Except as otherwise required by law, notice of each special meeting shall be mailed to each director, addressed to such director at such director's residence or usual place of business, at least two days before the day on which the meeting is to be held, or shall be sent to such director at such place by telex, facsimile transmission, telegram, radio or cable, or telephoned or delivered to him personally, not later than the day before the day on which the meeting is to be held. Such notice shall state the time and place of such meeting, but need not state the purposes thereof, unless otherwise required by law, the Certificate of Incorporation or these Bylaws.

Section 2.6 Waiver of Notice. Whenever any notice is required to be given under the provisions of the General Corporation Law of the State of Delaware, the Certificate of Incorporation or these Bylaws, a waiver thereof, signed by the director entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a director at a meeting shall be deemed equivalent to a written waiver of notice of such meeting.

Section 2.7 Quorum and Manner of Acting. At each meeting of the Board of Directors the presence of a majority of the total number of members of the Board of Directors as constituted from time to time, shall be necessary and sufficient to constitute a quorum for the transaction of business, except that when the Board of Directors consists of one or two directors, then the one or two directors, respectively, shall constitute a quorum. In the absence of a quorum, a majority of those present at the time and place of any meeting may adjourn the meeting from time to time until a quorum shall be present and the meeting may be held as so adjourned without further notice or waiver. A majority of those present at any meeting at which a quorum is present may decide any question brought before such meeting, except as otherwise provided by law, the Certificate of Incorporation or these Bylaws.

Section 2.8 Resignation of Directors. Any director may resign at any time by giving written notice of such resignation to the Board of Directors, the President or the Secretary. Unless otherwise specified in such notice, such resignation shall take effect upon receipt thereof by the Board of Directors or any such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 2.9 Removal of Directors. At any special meeting of the stockholders, duly called as provided in these Bylaws, any director or directors may be removed from office, either with or without cause, as provided by law. At such meeting a successor or successors may be elected by a plurality of the votes cast, or if any such vacancy is not so filled, it may be filled by the directors as provided in Section 2.3.

Section 2.10 Compensation of Directors. Directors shall receive such reasonable compensation for their services as such, whether in the form of salary or a fixed fee for attendance at meetings, with expenses, if any, as the Board of Directors may from time to time determine. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE III

Committees of the Board

Section 3.1 Designation. Power. Alternate Members and Term of Office. The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Any such committee, to the extent provided in such resolution and permitted by law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation or a facsimile thereof to be affixed to or reproduced on all such papers as said committee shall designate. The Board of Directors may designate one or more directors as alternate members of any committee who, in the order specified by the Board of Directors, may replace any absent or disqualified member at any meeting of such committee. If at a meeting of any committee one or more of the members thereof should be absent or disqualified, and if either the Board of Directors has not so designated any alternate member or members, or the number of absent or disqualified members exceeds the number of alternate members who are present at such meeting, then the member or members of such committee (including alternates) present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at such meeting in the place of any such absent or disqualified member. The term of office of the members of each committee shall be as fixed from time to time by the Board of Directors, subject to these Bylaws; provided, however, that any committee member who ceases to be a member of the Board of Directors shall ipso facto cease to be a committee member. Each committee shall appoint a secretary, who may be a Director or an officer of the Corporation.

Section 3.2 Executive Committee. If an Executive Committee is designated by the Board of Directors in accordance with the provisions of Section 3.1 hereof, the Executive Committee shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but the Executive Committee shall not have power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, amending the Bylaws of the Corporation, declaring a dividend or authorizing the issuance of stock. The provisions of Article III of these Bylaws shall apply to the Executive Committee.

Section 3.3 Meetings. Notices and Records. Each committee may provide for the holding of regular meetings, with or without notice, and may fix the times and places at which such meetings shall be held. Special meetings of each committee shall be held upon call by or at the direction of its chairman or, if there be no chairman, by or at the direction of any one of its members. Except as otherwise provided by law, notice of each special meeting of a committee shall be mailed to each member of such committee, addressed to such member at such member's residence or usual place of business, at least two days before the day on which the meeting is to be held, or shall be sent to him at such place by telex, facsimile transmission, telegram, radio or cable, or telephoned or delivered to such member personally, not later than the day before the day on which the meeting is to be held. Such notice shall state the time and place of such meeting, but need not state the purposes thereof, unless otherwise required by law, the Certificate of Incorporation of the Corporation or these Bylaws.

Notice of any meeting of a committee need not be given to any member thereof who shall attend such meeting in person or who shall waive notice thereof, before or after such meeting, in a signed writing. Each committee shall keep a record of its proceedings.

Section 3.4 Quorum and Manner of Acting. At each meeting of any committee the presence of a majority of its members then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, except that when a committee consists of one member, then the one member shall constitute a quorum. In the absence of a quorum, a majority of the members present at the time and place of any meeting may adjourn the meeting from time to time until a quorum shall be present and the meeting may be held as so adjourned without further notice or waiver. The act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. Subject to the foregoing and other provisions of these ByLaws and except as otherwise determined by the Board of Directors, each committee may make rules for the conduct of its business.

Section 3.5 Resignations. Any member of a committee may resign at any time by giving written notice of such resignation to the Board of Directors, the President or the Secretary. Unless otherwise specified in such notice, such resignation shall take effect upon receipt thereof by the Board of Directors or any such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 3.6 Removal. Any member of any committee may be removed at any time with or without cause by the Board of Directors.

Section 3.7 Vacancies. If any vacancy shall occur in any committee by reason of death, resignation, disqualification, removal or otherwise, the remaining member or members of such committee, so long as a quorum is present, may continue to act until such vacancy is filled by the Board of Directors.

Section 3.8 Compensation. Committee members shall receive such reasonable compensation for their services as such, whether in the form of salary or a fixed fee for attendance at meetings, with expenses, if any, as the Board of Directors may from time to

time determine. Nothing herein contained shall be construed to preclude any committee member from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

Officers

Section 4.1 Officers. The officers of the Corporation shall be a President, a Secretary, a Treasurer, and such other officers as may be appointed in accordance with the provisions of Section 4.3.

Section 4.2 Election. Term of Office and Qualifications. Each officer (except such officers as may be appointed in accordance with the provisions of Section 4.3) shall be elected by the Board of Directors. Each such officer shall hold such office until such officer's successor shall have been elected and shall qualify, or until such officer's death, or until such officer shall have resigned in the manner provided in Section 4.4 or shall have been removed in the manner provided in Section 4.5.

Section 4.3 Subordinate Officers and Agents. The Board of Directors from time to time may appoint other officers or agents (including one or more Vice-Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers), to hold office for such periods, have such authority and perform such duties as are provided in these Bylaws or as may be provided in the resolutions appointing them. The Board of Directors may delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective terms of office, authorities and duties.

Section 4.4 Resignations. Any officer may resign at any time by giving written notice of such resignation to the Board of Directors, the President or the Secretary. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or any such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 4.5 Removal. Any officer specifically designated in Section 4.1 may be removed with or without cause at any meeting of the Board of Directors by the affirmative vote of a majority of the directors then in office. Any officer or agent appointed in accordance with the provisions of Section 4.3 may be removed with or without cause at any meeting of the Board of Directors by affirmative vote of a majority of the directors present at such meeting, or at any time by any superior officer or agent upon whom such power of removal shall have been conferred by the Board of Directors.

Section 4.6 Vacancies. A vacancy in any office by reason of death, resignation, removal, disqualification or any other cause shall be filled for the unexpired portion of the term in the manner prescribed by these Bylaws for regular election or appointment to such office.

Section 4.7 The President. The President shall have those powers and perform those duties as are given him by these Bylaws or as from time to time may be assigned to him by the Board of Directors. He shall be the chief executive officer and shall have the

responsibility for carrying out the policies of the Board of Directors and, subject to the control of the Board, shall provide general leadership in matters of policy and planning and have general and active charge, control and supervision of the business employees, property and affairs of the Corporation.

Section 4.8 Vice Presidents. Vice Presidents shall have those powers and shall perform those duties as from time to time may be assigned by the Board of Directors.

Section 4.9 Treasurer. The Treasurer shall have custody of all the funds and securities of the corporation and shall perform those other duties as the President may assign to him.

Section 4.10 Secretary. The Secretary shall give all required notices of the meetings of the stockholder and of the Board of Directors, attend and act as a secretary at all meetings of the stockholders and the Board of Directors, keep records thereof and be the custodian of the seal of the corporation. He shall perform those other duties as the President may assign to him.

Section 4.11 General Duties of Officers. Each officer, other than the President, in addition to those other powers and duties as are given to him by these Bylaws, shall perform those duties and have such powers as from time to time may be assigned to him by the Board of Directors or the President

Section 4.12 Salaries. The salaries of the officers of the Corporation shall be fixed from time to time by the Board of Directors, except that the Board of Directors may delegate to any person the power to fix the salaries or other compensation of any officers or agents appointed in accordance with the provisions of Section 4.3. No officer shall be prevented from receiving such salary by reason of the fact that such officer is also a director of the Corporation.

ARTICLE V

Execution of Instruments and Deposit of Corporate Funds

Section 5.1 Execution of Instruments Generally. The President, any Vice-President, the Secretary or the Treasurer, subject to the approval of the Board of Directors, may enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. The Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authorization may be general or confined to specific instances.

Section 5.2 Borrowing. No loans or advance shall be obtained or contracted for, by or on behalf of the Corporation and no negotiable paper shall be issued in its name, unless and except as authorized by the Board of Directors. Such authorization may be general or confined to specific instances. Any officer or agent of the Corporation thereunto so authorized may obtain loans and advances for the Corporation, and for such loans and advances may make, execute and deliver promissory notes, bonds, or other evidences of indebtedness of the Corporation. Any officer or agent of the Corporation thereunto so

authorized may pledge, hypothecate or transfer as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation, any and all stocks, bonds, other securities and other personal property at any time held by the Corporation, and to that end may endorse, assign and deliver the same and do every act and thing necessary or proper in connection therewith.

Section 5.3 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to its credit in such banks or trust companies or with such bankers or other depositories as the Board of Directors may select, or as may be selected by any officer or officers or agent or agents authorized so to do by the Board of Directors. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories shall be made in such manner as the Board of Directors from time to time may determine.

Section 5.4 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers or agent or agents of the Corporation, and in such manner, as from time to time shall be determined by the Board of Directors.

Section 5.5 Proxies. Proxies to vote with respect to shares of stock of other corporations owned by or standing in the name of the Corporation may be executed and delivered from time to time on behalf of the Corporation by the President or by any other person or persons thereunto authorized by the Board of Directors.

Section 5.6 Other Contracts and Instruments. All other contracts and instruments binding the Corporation shall be executed in the name and on the behalf of the Corporation by those officers, employees or agents of the Corporation as may be authorized by the board of Directors. That authorization may be general or confirmed to specific instances.

ARTICLE VI

Record Dates

Section 6.1 Record Dates. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall be not more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. Only those stockholders of record on the date so fixed shall be entitled to any of the foregoing rights, notwithstanding the transfer of any such stock on the books of the Corporation after any such record date fixed by the Board of Directors.

ARTICLE VII

Corporate Seal

Section 7.1 Corporate Seal. The corporate seal shall be circular in form and shall bear the name of the Corporation and words and figures denoting its organization under the laws of the State of Delaware and the year thereof and otherwise shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE VIII

Fiscal Year

Section 8.1 Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

ARTICLE IX

Amendments

Section 9.1 Amendments. All Bylaws of the Corporation may be amended or repealed, and new Bylaws may be made, by an affirmative majority of the votes cast at any annual or special stockholders' meeting by holders of outstanding shares of stock of the Corporation entitled to vote, or by an affirmative vote of a majority of the directors present at any organizational, regular, or special meeting of the Board of Directors.

ARTICLE X

Action Without A Meeting

Section 10.1 Action Without A Meeting. Any action which might have been taken under these Bylaws by a vote of the stockholders at a meeting thereof may be taken without a meeting, without prior notice and without a vote, if a consent in writing setting forth the action so taken, shall be individually signed and dated by the holders of outstanding shares of stock of the Corporation having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, provided that no written consent will be effective unless the necessary number of written consents is delivered to the Corporation within sixty days of the earliest delivered consent to the Corporation, and provided further that prompt notice shall be given to those stockholders who have not so consented if less than unanimous written consent is obtained. Any action which might have been taken under these Bylaws by vote of the directors at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all the members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the Board of Directors or such committee.

ARTICLE XI

Indemnification

Section 11.1 Indemnification. The Corporation shall indemnify, in the manner and to the full extent permitted by law, any person (or the estate of any person) who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether or not by or in the right of the Corporation, and whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Where required by law, the indemnification provided for herein shall be made only as authorized in the specific case upon a determination, in the manner provided by law, that indemnification of the director, officer, employee or agent is proper in the circumstances. The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against such person. To the full extent permitted by law, the indemnification provided herein shall include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, and, in the manner provided by law, any such expenses may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any such expenses to the full extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the Corporation may be entitled under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

State of Delaware
Secretary of State
Division of Corporations
Filed 11:30 AM 12/02/2002
020737273 — 2984727

SECOND AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF TRI-SHELL 20 LLC

Under Section 18-208 of the
Delaware Limited Liability Company Act

This Second Amended and Restated Certificate of Formation of Tri-Shell 20 LLC (the "Company") has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to again amend and restate the Amended and Restated Certificate of Formation (the "Certificate of Formation") of the Company, which was filed on October 2, 2002 with the Secretary of State of Delaware.

1. The original name of the Company was DH of Laredo, LLC and its Original Certificate of Formation was filed December 22, 1998.
2. The name of the Company was subsequently changed to Tri-Shell 20 LLC pursuant to the Amended and Restated Certificate of Formation filed October 2, 2002.
3. The Certificate of Formation is hereby again amended and restated in its entirety to read as follows:

"FIRST: The name of the Company is Triad Holdings IV, LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle:

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle."

IN WITNESS WHEREOF, the undersigned has executed this Second Amended and Restated Certificate of Formation as of November 26, 2002.

By: /s/ Donald P. Fay
Donald P. Fay Authorized Person

STATE OF DELAWARE

SECRETARY OF STATE DIVISION OF
CORPORATIONS FILED 02:30 PM 12/27/2002

020803079 — 2984727

CERTIFICATE OF MERGER
OF

Triad Holdings II, LLC
INTO
Triad Holdings IV, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Triad Holdings IV, LLC (“Holdings IV”)	Delaware
Thad Holdings II, LLC (“Holdings II”)	Delaware

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the “Merger Agreement”) has been approved and executed by each of the constituent entities to the merger.

THIRD: Holdings II shall be merged with and into Holdings IV, with Holdings IV being the surviving entity (the “Surviving Entity”) in the merger, and the name of the Surviving Entity shall be Triad Holdings IV, LLC.

FOURTH: The Certificate of Formation of Holdings IV at the effective date of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the principal place of business of the Surviving Entity is 5800 Tennyson Parkway, Plano, Texas 75024:

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of either constituent entity.

SEVENTH: This Certificate of Merger shall be effective at 12:05 a.m. (Eastern Standard Time) on January 1, 2003.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 23rd day of December, 2002.

Triad Holdings IV, LLC

\S\ Donald P. Fay

Donald P. Fay

Executive Vice President /Authorized Person

SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TRIAD HOLDINGS IV, LLC

This Second Amended and Restated Limited Liability Company Agreement of Triad Holdings IV, LLC, effective as of January 17, 2005 (this "Agreement"), is entered into by Triad Hospitals, Inc., a Delaware corporation, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Amended and Restated Limited Liability Company Agreement of the Company, dated effective as of December 2, 2002.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Triad Holdings IV, LLC (the "Company").
 2. Purpose: The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101. et. seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
 3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
 5. Member and Capital Contribution. The name and the business address of the Member are set forth on Schedule A attached hereto and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company shall be listed in the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.
-

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Member (the “Managing Member”). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company’s business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any of the officers of the Managing Member, or by any of the Officers of the Company. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of which shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an “Officer”) shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby appoints the Officers set forth on Exhibit B hereto; and each person who may previously have been designated as an agent or officer of the Company is hereby removed from such office or designation, except to the extent such person shall have been re-appointed to such office as shown on Exhibit B.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company's funds, cash, securities and other property and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act:

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquirer. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Whenever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated assignee or

assignees. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a Certificate for Interest, each assignee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member, Managers or Officers. Neither the Member nor any manager or Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. To the fullest extent permitted by the Act the Company shall indemnify and hold harmless each manager, Officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons.

15. Certificate(s) for Interest. The interests in the Company of the members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"). The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive

evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective for all purposes as of the date first above written.

TRIAD HOSPITALS, INC.

/s/ Donald P. Fay
Donald P. Fay
Executive Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/08/2000
001068667 — 2226797

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is QUORUM, INC.
2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, City of Dover 19901, County of Kent.
3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents. Inc., the business office of which is identical with the registered office of the corporation as hereby changed.
4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on Jan 27, 2000

QUORUM, INC.

/S/ Gayle Jenkins
Gayle Jenkins
ASSISTANT SECRETARY

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/12/2001
010283742 — 2226797

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is QUORUM, INC.
2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.
3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.
4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

/S/ MICHAEL L. SILHOL
MICHAEL L. SILHOL, Asst. Secretary & Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/21/2001
010665338 — 2226797

CERTIFICATE OF MERGER

OF

QHG OF BATON ROUGE, INC.

WITH AND INTO

QUORUM, INC.

Pursuant to Section 253 of the General Corporation Law of the State of Delaware, the undersigned authorized officer of Quorum, Inc., a Delaware corporation ("Parent"), hereby certifies as follows:

1) Parent owns one hundred percent (100%) of the outstanding shares of each class of the stock of QHG of Baton Rouge, Inc., a Louisiana corporation ("Subsidiary").

2) The laws of the State of Louisiana, under which Subsidiary was formed, permit a corporation of such jurisdiction to merge with a corporation of another jurisdiction.

3) Parent hereby merges Subsidiary with and into Parent.

4) A copy of the resolution of Parent's board of directors to so merge is attached hereto as Exhibit "A", and the date of the adoption thereof is December 20, 2001.

5) This Certificate of Merger shall not be effective upon filing, but instead shall be effective on and as of December 30, 2001.

IN WITNESS WHEREOF, the undersigned authorized officer of Parent has executed this Certificate of Merger.

PARENT:

QUORUM, INC.,
a Delaware corporation

BY: /S/ Donald P. Fay

Name: Donald P. Fay

Title: Secretary

WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
QUORUM, INC.

December 20, 2001

The undersigned, being all of the directors of Quorum, Inc., a Delaware corporation (the "Corporation"), hereby approve, consent to, and adopt the following resolutions by written consent:

WHEREAS, the Corporation owns one hundred percent (100%) of the outstanding shares of each class of QHG of Baton Rouge, Inc., a Louisiana corporation ("Subsidiary");

WHEREAS, the Corporation 'desires to merge Subsidiary with and into the Corporation (said merger is hereinafter referred to as the "Merger") effective on and as of December 30, 2001; and

WHEREAS, the directors of the Corporation find that the Merger will benefit, and be in the best interest of, the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that Subsidiary shall be merged with and into the Corporation effective on and as of December 30, 2001;

FURTHER RESOLVED, that each of the officers of the Corporation be, and each hereby is, authorized and directed on behalf of the Corporation, at any time and from time to time hereafter without further action by or authority or direction from the board of directors, to execute and deliver or cause to be executed and delivered all documents, and to perform or cause to be performed all acts, as any such officer may determine to be appropriate and in the best interest of the Corporation in connection with the Merger, the execution and delivery of any such document or the performance of any such act to be conclusive against the Corporation that such officer deemed such execution and delivery or performance to be appropriate and in the best interest of the Corporation; and

FURTHER RESOLVED, that all acts undertaken prior to the adoption of this Written Consent by any officer or authorized representative of the Corporation on behalf of the Corporation and in connection with the Merger are hereby ratified, confirmed, and adopted as the acts of the Corporation.

The foregoing resolutions shall be valid and effective as though duly adopted at a meeting of the board of directors of the Corporation duly called and legally held and at which all of the directors of the Corporation were present and voted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

authorized to make, alter or repeal the by-laws of the corporation.

EIGHTH: A director of the corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as director; provided, however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit.

NINTH: Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

I, THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 3rd day of April, 1990.

/s/ Gayle Jenkins
Gayle Jenkins
Incorporator

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Corporation, have executed this Written Consent as of the date first written above.

/s/ Donald P. Fay

Donald P. Fay, Director

/s/ W. Stephen Love

W. Stephen Love, Director

/s/ Burke Whitman

Burke Whitman, Director

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 12/27/2002
020802900 — 2226797

CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY

Pursuant to Section 266 of the Delaware General Corporation Law and Section 18-214 of the Delaware Limited Liability Company Act

1. The name of the corporation to be converted hereby at the time of its incorporation and immediately prior to the filing of this Certificate of Conversion is Quorum, Inc. (the "Corporation").
2. The jurisdiction in which the Corporation was first incorporated and its jurisdiction immediately prior to conversion is the State of Delaware.
3. The original certificate of incorporation of the Corporation was filed with the Secretary of State on April 3, 1990.
4. The name of the limited liability company into which the Corporation shall be converted, as set forth in its Certificate of Formation, is Triad Holdings V, LLC.
5. The conversion shall be effective as of 12:04 am. (Eastern Standard Time) on January 1, 2003.
6. The conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 23, 2002.

QUORUM, INC.

By: /S/ Donald P. Fay
Donald P. Fay
Executive Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 12/27/2002
020802900 — 2226797

CERTIFICATE OF FORMATION
OF
TRIAD HOLDINGS V, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Triad Holdings V, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

FOURTH: This Certificate of Formation shall be effective at 12:04 a.m. (Eastern Standard Time) on January 1, 2003.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of December 23, 2002.

By: /S/ Donald P. Fay
Name: Donald P. Pay
Title: Executive Vice President

LIMITED LIABILITY COMPANY AGREEMENT
OF
TRIAD HOLDINGS V, LLC

This Limited Liability Company Agreement of Triad Holdings V, LLC, effective as of January 1, 2003 (this "Agreement"), is entered into by Quorum, Inc. as the sole member (the "Member").

WHEREAS, the Member was the sole stockholder of Quorum, Inc. (the "Corporation"), a Delaware corporation that is being converted into a Delaware limited liability company in accordance with Section 266 of the Delaware General Corporation Law and Section 18-214 of the Delaware Limited Liability Company Act (the "DLLCA"); and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company as a consequence of the conversion of the Corporation pursuant to and in accordance with the DLLCA, and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Triad Holdings V, LLC (the "Company").
 2. Existence; Consequences of Conversion. The existence of the Company shall be deemed to have commenced on April 3, 1990, the date on which the Corporation was incorporated, and the Company shall be subject in all respects to the terms and provisions of Section 18-214 of the DCLLA with respect to the consequences of conversion of the Corporation into the Company.
 3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing. The Member hereby ratifies, confirms and approves in all respects the actions taken in organizing the Company, including, without limitation, the preparation and filing with the Secretary of State of the State of Delaware of the Certificate of Conversion and Certificate of Formation and actions with respect to qualification of the Company to do business.
 4. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
 5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
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6. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or deemed to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

7. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates Donald P. Fay, Robert P. Frutiger and any person the Member may designate from time to time as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President and Secretary
Robert P. Frutiger	Vice President
Michael Silhol	Vice President
Burke W. Whitman	Executive Vice President and Treasurer

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

8. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

11. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.
12. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror on the terms and subject to the conditions agreed to by the Member.
13. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become a "Member" for purposes of this Agreement.
14. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.
15. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.
16. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.
17. Amendment. This Agreement may be amended from time to time with the consent of the Member.
18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the day of December 2002.

TRIAD HOSPITALS, INC.

By: /s/ Donald P. Fay
Name: Donald P. Fay
Title: Executive Vice President

SCHEDULE A

Member and
Business Address
Quorum, Inc.
5800 Tennyson Parkway
Plano, Texas 75024
Attn: Donald P. Fay

Deemed
Capital Contribution
All outstanding shares of
common stock of Quorum,
Inc.

Limited Liability
Company Interest
100%

**AMENDED CERTIFICATE OF INCORPORATION
OF
TRIAD HEALTHCARE CORPORATION**

ARTICLE I

The name of the corporation is Triad Healthcare Corporation (hereinafter called the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, Delaware 19904, in the City of Dover, County of Kent. The name of its registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The total number of shares which the Corporation shall have the authority to issue is one thousand (1,000) shares, all of which shall be shares of Common Stock, with a par value of \$0.01 (one cent) per share.

ARTICLE V

The directors shall have the power to adopt, amend or repeal Bylaws, except as may be otherwise be provided in the Bylaws.

ARTICLE VI

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

ARTICLE VII

Section 1. Nature of Indemnity. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he (or a person of whom he is the legal representative), is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of

such proceeding is alleged action in an official capacity as a director, officer, employee, fiduciary or agent or in any other capacity while serving as a director, officer, employee, fiduciary or agent, shall be indemnified and held harmless by the Corporation to the fullest extent which it is empowered to do so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expense, liability and loss (including attorneys' fees actually and reasonably incurred by such person in connection with such proceeding and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 2 of this Article Seven, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Seven shall be a contract right and, subject to Sections 2 and 5 of this Article Seven, shall include the right to payment by the Corporation of the expenses incurred in defending any such proceeding in advance of its final disposition. The Corporation may, by action of the Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2. Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the Corporation under Section 1 of this Article Seven or advance of expenses under Section 5 of this Article Seven shall be made promptly, and in any event within 30 days, upon the written request of the director or officer. If a determination by the Corporation that the director or officer is entitled to indemnification pursuant to this Article Seven is required, and the Corporation fails to respond within sixty days to a written request for indemnity, the Corporation shall be deemed to have approved the request. If the Corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 30 days, the right to indemnification or advances as granted by this Article Seven shall be enforceable by the director or officer in any court of competent jurisdiction. Such person's costs and expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of such defense shall be on the Corporation. Neither the failure of the Corporation (including the Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Section 3. Nonexclusively of Article Seven. The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article Seven shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

Section 4. Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the Corporation or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the Corporation would have the power to indemnify such person against such liability under this Article Seven.

Section 5. Expenses. Expenses incurred by any person described in Section 1 of this Article Seven in defending a proceeding shall be paid by the Corporation in advance of such proceeding's final disposition unless otherwise determined by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 6. Employees and Agents. Persons who are not covered by the foregoing provisions of this Article Seven and who are or were employees or agents of the Corporation, or who are or were serving at the request of the Corporation as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, may be indemnified to the extent authorized at any time or from time to time by the Board of Directors.

Section 7. Contract Rights. The provisions of this Article Seven shall be deemed to be a contract right between the Corporation and each director or officer who serves in any such capacity at any time while this Article Seven and the relevant provisions of the General Corporation Law of the State of Delaware or other applicable law are in effect, and any repeal or modification of this Article Seven or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing.

Section 8. Merger or Consolidation. For purposes of this Article Seven, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article Seven with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

ARTICLE VIII

The Corporation reserves the right to amend or repeal any provisions contained in this Certificate of Incorporation from time to time and at any time in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights conferred upon stockholders and directors are granted subject to such reservation.

BYLAWS
OF
TRIAD HEALTH CARE CORPORATION
A Delaware Corporation

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the corporation in the State of Delaware shall be located at 160 Greentree Drive, Suite 101, Dover, Delaware 19904, in the County of Kent. The name of the corporation’s registered agent at such address shall be National Registered Agents, Inc. The registered office and/or registered agent of the corporation may be changed from time to time by action of the board of directors.

Section 2. Other Offices. The corporation may also have offices at such other places, both within and without the State of Delaware, as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place and Time of Meetings. An annual meeting of the stockholders may be held each year for the purpose of electing directors and conducting such other proper business as may come before the meeting. The date, time and place of the annual meeting may be determined by resolution of the board of directors or as set by the president of the corporation.

Section 2. Special Meetings. Special meetings of stockholders may be called for any purpose (including, without limitation, the filling of board vacancies and newly created directorships), and may be held at such time and place, within or without the State of Delaware, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called at any time by one or more members of the board of directors, the president or the holders of shares entitled to cast not less than a majority of the votes at the meeting or the holders of fifty percent (50%) of the outstanding shares of any series or class of the corporation’s capital stock.

Section 3. Place of Meetings. The board of directors may designate any place, either within or without the State of Delaware, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the principal executive office of the corporation.

Section 4. Notice. Whenever stockholders are required or permitted to take action at a meeting, written or printed notice stating the place, date, time, and, in the case of

special meetings, the purpose(s), of such meeting, shall be given to each stockholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting. All such notices shall be delivered, either personally or by mail, by or at the direction of the board of directors, the president or the secretary, and if mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his, her or its address as the same appears on the records of the corporation. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Stockholders List. The officer having charge of the stock ledger of the corporation shall make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at such meeting arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 6. Quorum. Except as otherwise provided by applicable law or by the corporation's certificate of incorporation, a majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time in accordance with Section 7 of this Article, until a quorum shall be present or represented.

Section 7. Adjourned Meetings. When a meeting is adjourned to another time and place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting, at which the adjournment is taken. At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 8. Vote Required. When a quorum is present, the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, unless the question is one upon which by express provisions of an applicable law or of the corporation's certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question. Where a separate vote by class is required, the affirmative vote of the majority of shares of such class present in person or represented by proxy at the meeting shall be the act of such class, unless the question is one upon which by express provisions of an applicable law or of the corporation's certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 9. Voting Rights. Except as otherwise provided by the General Corporation Law of the State of Delaware or by the certificate of incorporation of the corporation or any amendments thereto, every stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of common stock held by such stockholder.

Section 10. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person(s) to act for him, her or it by proxy. Every proxy must be signed by the stockholder granting the proxy or by his, her or its attorney-in-fact. No proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally.

Section 11. Action by Written Consent. Unless otherwise provided in the corporation's certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent(s) in writing, setting forth the action so taken and bearing the dates of signature of the stockholders who signed the consent(s), shall be signed by the holders of outstanding shares of stock having not less than a majority of the shares entitled to vote, or, if greater, not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in the state of Delaware, or the corporation's principal place of business, or an officer or agent of the corporation having custody of the book(s) in which proceedings of meetings of the stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested, provided, however, that no consent(s) delivered by certified or registered mail shall be deemed delivered until such consent(s) are actually received at the registered office. All consents properly delivered in accordance with this section shall be deemed to be recorded when so delivered. No written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered to the corporation as required by this section, written consents signed by the holders of a sufficient number of shares to take such corporate action are so recorded. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Any action taken pursuant to such written consent(s) of the stockholders shall have the same force and effect as if taken by the stockholders at a meeting thereof.

ARTICLE III

DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by or under the direction of the board of directors.

Section 2. Number, Election and Term of Office. The number of directors which shall constitute the first board shall be one or more, which number may be increased or decreased from time to time by resolution of the board. The directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote in the election of directors. The directors shall be elected in this manner at the annual meeting of the stockholders, except as provided in Section 4 of this Article III. Each director elected shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided..

Section 3. Removal and Resignation. Any director or the entire board of directors may be removed at any time, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors. Whenever the holders of any class or series are entitled to elect one or more directors by the provisions of the corporation's certificate of incorporation, the provisions of this section shall apply, in respect to the removal without cause or a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Any director may resign at any time upon written notice to the corporation.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. Each director so chosen shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as herein provided.

Section 5. Annual Meetings. The annual meeting of each newly elected board of directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of stockholders.

Section 6. Other Meetings and Notice. Regular meetings, other than the annual meeting, of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by resolution of the board. Special meetings of the board of directors may be called by or at the request of the president or vice president on at least 24 hours notice to each director, either personally, by telephone, by mail, or by telegraph; in like manner and on like notice the president must call a special meeting on the written request of at least a majority of the directors.

Section 7. Quorum, Required Vote and Adjournment. A majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a meeting at which a quorum is present shall be the act of the board of directors. If a quorum shall not be present at any meeting of the board of directors, the

directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Committees. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation, which to the extent provided in such resolution or these bylaws shall have and may exercise the powers of the board of directors in the management and affairs of the corporation except as otherwise limited by law. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Such committee(s) shall have such name(s) as may be determined from time to time by resolution adopted by the board of directors. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 9. Committee Rules. Each committee of the board of directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the board of directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. In the event that a member and that member's alternate, if alternates are designated by the board of directors as provided in Section 8 of this Article III, of such committee is or are absent or disqualified, the member(s) thereof present at any meeting and not disqualified from voting, whether or not such member(s) constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in place of any such absent or disqualified member.

Section 10. Communications Equipment. Members of the board of directors or any committee thereof may participate in and act at any meeting of such board or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in the meeting pursuant to this section shall constitute presence in person at the meeting.

Section 11. Waiver of Notice and Presumption of Assent. Any member of the board of directors or any committee thereof who is present at a meeting shall be conclusively presumed to have waived notice of such meeting except when such member attends for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Such member shall be conclusively presumed to have assented to any action taken unless his or her dissent shall be entered in the minutes of the meeting or unless his or her written dissent to such action shall be filed with the person acting as the secretary of the meeting before the adjournment thereof or shall be forwarded by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any member who voted in favor of such action.

Section 12. Action by Written Consent. Unless otherwise restricted by the corporation's certificate of incorporation, any action required or permitted to be taken at any meeting of the board of directors, or of any committee thereof, may be taken without a meeting if

all members of the board or committee, as the case may be, consent thereto in writing, and the writing(s) are filed with the minutes of proceedings of the board or committee.

ARTICLE IV

OFFICERS

Section 1. Number. The officers of the corporation shall be elected by the board of directors and shall consist of a chairman, if any is elected, a president, one or more vice presidents, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary or desirable by the board of directors. Any number of offices may be held by the same person, except that no person may simultaneously hold the office of president and secretary. In its discretion, the board of directors may choose not to fill any office for any period as it may deem advisable.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at its first meeting held after each annual meeting of stockholders or as soon thereafter as conveniently may be. The president shall appoint other officers to serve for such terms as he or she deems desirable. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until a successor is duly elected and qualified or until his or her earlier death, resignation or removal as hereinafter provided.

Section 3. Removal. Any officer or agent elected by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. Any vacancy occurring in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term by the board of directors then in office.

Section 5. Compensation. Compensation of all officers shall be fixed by the board of directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the corporation.

Section 6. The Chairman of the Board. The Chairman of the Board, if one shall have been elected, shall be a member of the board, an officer of the corporation, and, if present, shall preside at each meeting of the board of directors or shareholders. He shall advise the president, and in the president's absence, other officers of the corporation, and shall perform such other duties as may from time to time be assigned to him by the board of directors.

Section 7. The President. The president shall be the chief executive officer of the corporation. In the absence of the Chairman of the Board or if a Chairman of the Board shall have not been elected, the president (i) shall preside at all meetings of the stockholders and board of directors at which he or she is present; (ii) subject to the powers of the board of directors, shall have general charge of the business, affairs and property of the corporation, and control over its officers, agents and employees; and (iii) shall see that all orders and resolutions of the board of

directors are carried into effect. The president shall have such other powers and perform such other duties as may be prescribed by the board of directors or as may be provided in these by-laws.

Section 8. Vice-presidents. The vice-president, if any, or if there shall be more than one, the vice-presidents in the order determined by the board of directors shall, in the absence or disability of the president, act with all of the powers and be subject to all the restrictions of the president. The vice-presidents shall also perform such other duties and have such other powers as the board of directors, the president or these by-laws may, from time to time, prescribe.

Section 9. The Secretary and Assistant Secretaries. The secretary shall attend all meetings of the board of directors, all meetings of the committees thereof and all meetings of the stockholders and record all the proceedings of the meetings in a book(s) to be kept for that purpose. Under the president's supervision, the secretary (i) shall give, or cause to be given, all notices required to be given by these by-laws or by law; (ii) shall have such powers and perform such duties as the board of directors, the president or these by-laws may, from time to time, prescribe; and (iii) shall have custody of the corporate seal of the corporation. The secretary, or an assistant secretary, shall have authority to affix the corporate seal to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his or her signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors, the president, or secretary may, from time to time, prescribe.

Section 10. The Treasurer and Assistant Treasurers. The treasurer (i) shall have the custody of the corporate funds and securities; (ii) shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation; (iii) shall deposit all monies and other valuable effects in the name and to the credit of the corporation as may be ordered by the board of directors; (iv) shall cause the funds of the corporation to be disbursed when such disbursements have been duly authorized, taking proper vouchers for such disbursements; (v) shall render to the president and the board of directors, at its regular meeting or when the board of directors so requires, an account of the corporation; and (vi) shall have such powers and perform such duties as the board of directors, the president or these by-laws may, from time to time, prescribe. If required by the board of directors, the treasurer shall give the corporation a bond (which shall be rendered every six years) in such sums and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of the office of treasurer and for the restoration to the corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in the possession or under the control of the treasurer belonging to the corporation. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. The assistant treasurers shall perform such other duties and have such other powers as the board of directors, the president or treasurer may, from time to time, prescribe.

Section 11. Other Officers, Assistant Officers and Agents. Officers, assistant officers and agents, if any, other than those whose duties are provided for in these by-laws, shall have such authority and perform such duties as may from time to time be prescribed by resolution of the board of directors.

Section 12. Absence or Disability of Officers. In the case of the absence or disability of any officer of the corporation and of any person hereby authorized to act in such officer's place during such officer's absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer or to any director, or to any other person whom it may select.

ARTICLE V CERTIFICATES OF STOCK

Section 1. Form. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by (i) the chairman of the board, the president or a vice-president and (ii) the secretary or an assistant secretary of the corporation, certifying the number of shares owned by such holder in the corporation. If such a certificate is countersigned (1) by a transfer agent or an assistant transfer agent other than the corporation or its employee or (2) by a registrar, other than the corporation or its employee, the signature of any such chairman of the board, president, vice-president, secretary, or assistant secretary may be facsimiles. In case any officer(s) who have signed, or whose facsimile signature(s) have been used on, any such certificate(s) shall cease to be such officer(s) of the corporation whether because of death, resignation or otherwise before such certificate(s) have been delivered by the corporation, such certificate(s) may nevertheless be issued and delivered as though the person or persons who signed such certificate(s) or whose facsimile signature(s) have been used thereon had not ceased to be such officer(s) of the corporation. All certificates for shares shall be consecutively numbered or otherwise identified. The name of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the books of the corporation. Shares of stock of the corporation shall only be transferred on the books of the corporation by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the corporation of the certificate(s) for such shares endorsed by the appropriate person(s), with such evidence of the authenticity of such endorsement, transfer, authorization, and other matters as the corporation may reasonably require, and accompanied by all necessary stock transfer stamps. In that event, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate(s), and record the transaction on its books. The board of directors may appoint a bank or trust company organized under the laws of the United States or any state thereof to act as its transfer agent or registrar, or both in connection with the transfer of any class or series of securities of the corporation.

Section 2. Lost Certificates. The board of directors may direct a new certificate(s) to be issued in place of any certificate(s) previously issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. When authorizing such issue of a new certificate(s), the board of directors may, in its discretion and as a condition

precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate(s), or his or her legal representative, to give the corporation a bond sufficient to indemnify the corporation against any claim that may be made against the corporation on account of the loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3. Fixing a Record Date for Stockholder Meetings. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which record date shall not be more than sixty nor less than ten days before the date of such meeting. If no record date is fixed by the board of directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the day immediately preceding the day on which notice is given, or if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 4. Fixing a Record Date for Action by Written Consent. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the board of directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the board of directors. If no record date has been fixed by the board of directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the board of directors is required by statute, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the board of directors and prior action by the board of directors is required by statute, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

Section 5. Fixing a Record Date for Other Purposes. In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights of the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purposes of any other lawful action, the board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty days prior to such action. If no record date is fixed, the record date for

determining stockholders for any such purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 6. Registered Stockholders. Prior to the surrender to the corporation of the certificate(s) for a share(s) of stock with a request to record the transfer of such share(s), the corporation may treat the registered owner as the person entitled to receive dividends, to vote, to receive notifications, and otherwise to exercise all the rights and powers of an owner. The corporation shall not be bound to recognize any equitable or other claim to or interest in such share(s) on the part of any other person, whether or not it shall have express or other notice thereof.

Section 7. Subscriptions for Stock. Unless otherwise provided for in the subscription agreement, subscriptions for shares shall be paid in full at such time, or in such installments and at such times, as shall be determined by the board of directors. Any call made by the board of directors for payment on subscriptions shall be uniform as to all shares of the same class or as to all shares of the same series. In case of default in the payment of any installment or call when such payment is due, the corporation may proceed to collect the amount due in the same manner as any debt due the corporation.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum(s) as the directors from time to time, in their absolute discretion, think proper as a reserve(s) to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or any other purpose and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 2. Checks, Drafts or Orders. All checks, drafts, or other orders for the payment of money by or to the corporation and all notes and other evidences of indebtedness issued in the name of the corporation shall be signed by such officer(s), agent(s) of the corporation, and in such manner, as shall be determined by resolution of the board of directors or a duly authorized committee thereof.

Section 3. Contracts. The board of directors may authorize any officer(s), or any agent(s), of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 4. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 5. Voting Securities Owned By Corporation. Voting securities in any other corporation held by the corporation shall be voted by the president, unless the board of directors specifically confers authority to vote with respect thereto, which authority may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote securities shall have the power to appoint proxies, with general power of substitution.

Section 6. Inspection of Books and Records. Any stockholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean any purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

Section 7. Section Headings. Section headings in these by-laws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 8. Inconsistent Provisions. In the event that any provision of these by-laws is or becomes inconsistent with any provision of the corporation's certificate of incorporation, the General Corporation Law of the State of Delaware or any other applicable law, such provision of these by-laws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE VII

AMENDMENTS

These bylaws may be amended, altered, or repealed and new by-laws adopted at any meeting of the board of directors by a majority vote. The fact that the power to adopt, amend, alter, or repeal the by-laws has been conferred upon the board of directors shall not divest the stockholders of the same powers.

05-28-03 07:03 From-

State of Delaware

SECRETARY OF STATE

Division of Corporations

Delivered 09:09 AM 05/28/2003

FILED 09:09 AM 05/28/2003

SRV 030345712 — 2964867 FILE

SECOND AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF

TRI-SHELL 26 LLC

Linder Section 18-208 of the
Delaware Limited Liability Company Act

This Second Amended and Restated Certificate of Formation of Tri-Shell 26 LLC (the "Company") has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to again amend and restate the Amended and Restated Certificate of Formation (the "Certificate of Formation") of the Company, which was filed on October 2, 2002 with the Secretary of State of Delaware.

1. The original name of the Company was Huntington Imaging, LLC and its Original Certificate of Formation was filed November 9, 1998.
2. The name of the Company was subsequently changed to Tri-Shell 26 LLC pursuant to the Amended and Restated Certificate of Formation filed October 2, 2002.
3. The Certificate of Formation is hereby again amended and restated in its entirety to read as follows:

"FIRST: The name of the Company is Triad of Alabama, LLC

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle."

IN WITNESS WHEREOF, the undersigned has executed this Second Amended and Restated Certificate of Formation as of May 27, 2003.

By: /s/ Donald P. Fay

Name: Donald P. Fay, Authorized Person

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TRIAD OF ALABAMA, LLC

This Amended and Restated Limited Liability Company Agreement of Triad of Alabama, LLC, effective as of August 6, 2004 (this "Agreement"), is entered into by Triad Holdings V, LLC, a Delaware limited liability company, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement dated October 2, 2002.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Triad of Alabama, LLC (the "Company").
2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. 18-101. et. seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Member (the "Managing Member"). The Managing Member shall have all powers necessary, useful or appropriate
-

for the day-to-day management and conduct of the Company's business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company, shall be valid and binding on the Company if executed by any of the officers of the Managing Member, or by any of the Officers of the Company. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of which shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an "Officer") shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby appoints the Officers set forth on Exhibit B hereto.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company's funds, cash, securities and other property and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are

incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Wherever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated assignee or assignees. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a Certificate for Interest, each assignee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and

the assignee thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member, Managers or Officers. Neither the Member nor any manager or Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager, Officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) for Interest. The interests in the Company of the Members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"). The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement effective for all purposes as of the date first above written.

TRIAD HOLDINGS V, LLC

/s/ Donald P. Fay
Name: Donald P. Fay
Executive Vice President

SCHEDULE A

Member and Business Address	Capital Contribution	Limited Liability Company Interest
Triad Holdings V, LLC 5800 Tennyson Parkway Piano, Texas 75024	\$1.00	100%

EXHIBIT B
[List of Officers]

Name:	Title:
James D. Shelton	President
Donald P. Fay	Executive Vice President, General Counsel and Secretary
Burke W. Whitman	Executive Vice President
Thomas L. Frazier	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Robert P. Frutiger	Vice President
Rebecca Hurley	Senior Vice President, Associate General Counsel and Assistant Secretary
James B. Shannon	Vice President
Rosland F. McLeod	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

EXHIBIT C
Form of Assignment and Assumption Agreement
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between _____, ("Assignor") and _____ ("Assignee"), to be effective as of _____

RECITALS

WHEREAS, assignor is the sole member in Triad of Alabama, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, Assignor desires to transfer and assign its member interest in the Company (the "Member Interest") to Assignee, and Assignee desires to accept the Member Interest.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Rights, Title and Interests. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Member Interest in the Company.
2. Assumption of Liabilities. As consideration for the transfer of the Member Interest pursuant to Section 1 above, Assignee hereby assumes all the liabilities and obligations of Assignor relating to the Member Interest, and accepts and agrees to be bound by the provisions of the Amended and Restated Limited Liability Company Agreement of the Company, dated effective as of August 6, 2004, as such may be amended, restated or supplemented from time to time.
3. Deliveries. Each of Assignor and Assignee agrees, at any time and from time to time, upon the request of the other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.
4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters provided for herein, and supercedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement.
5. Amendments. Any amendment to or waiver of any provision of this Agreement shall be in writing and executed by both parties hereto and their respective successors and assigns.
6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.
8. Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

Assignor:

Assignee:

EXHIBIT D
Form of Certificate for Interest

CERTIFICATE FOR INTEREST
IN
TRIAD OF ALABAMA, LLC

No. _____

[Date]

Triad of Alabama, LLC, a Delaware limited liability company (the "Company"), hereby certifies that _____ (the "Holder") is the registered holder of 100% of the membership interests in the Company, which membership interests are represented by this Certificate. The rights and limitations of the membership interests evidenced hereby are set forth in the Amended and Restated Limited Liability Company Agreement of the Company dated effective as of August 6, 2004, as amended from time to time (the "LLC Agreement"), the terms of which are incorporated herein by reference. Defined terms not otherwise defined herein shall have the meanings assigned to them in the LLC Agreement. Copies of the LLC Agreement are on file in the principal offices of the Company at 5800 Tennyson Parkway, Plano, Texas 75024.

The Holder, by accepting this Certificate, is deemed to have agreed to comply with and be bound by the limitations of the membership interests evidenced hereby, as provided in the LLC Agreement.

The membership interests of the Holder in the Company are transferable only in accordance with the LLC Agreement. This Certificate must, in the event of a transfer of all or any portion of the membership interests in the Company, be surrendered to the Company for cancellation, whereupon a replacement Certificate(s) will be issued to the transferee, in accordance with the provisions of the LLC Agreement.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the undersigned has caused this Certificate for Interest to be executed on the date first above written

TRIAD HOLDINGS V, LLC

By

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:13 AM-07/30/2003
FILED 09:13 AM 07/30/2003
SRV 030496344 — 2969100 FILE

SECOND AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
TRI-SHELL 27 LLC

Under Section 18-208 of the
Delaware Limited Liability Company Act

This Second Amended and Restated Certificate of Formation of Tri-Shell 27 LLC (the "Company") has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to again amend and restate the Amended and Restated Certificate of Formation (the "Certificate of Formation") of the Company, which was filed on October 2, 2002 with the Secretary of State of Delaware.

1. The original name of the Company was Huntington Intercommunity, LLC and its Original Certificate of Formation was tiled November 19, 1998.
2. The name of the Company was subsequently changed to Tri-Shell 27 LLC pursuant to the Amended and Restated Certificate of Formation filed October 2, 2002.
3. The Certificate of Formation is hereby again amended and restated in its entirety to read as follows:

"FIRST: The name of the Company is Triad of Oregon, LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle."

IN WITNESS WHEREOF, the undersigned has executed this Second Amended and Restated Certificate of Formation as of July 29, 2003.

By: /s/ Donald P. Fay
Donald P. Fay
Authorized Person

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TRIAD OF OREGON, LLC

This Amended and Restated Limited Liability Company Agreement of Triad of Oregon, LLC, effective as of August 13, 2004 (this "Agreement"), is entered into by Triad Hospitals, Inc., a Delaware corporation, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement effective as of November 19, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Triad of Oregon, LLC (the "Company").
2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101. et. seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Member (the "Managing Member"). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company's business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts,
-

agreements and documents providing for the acquisition, mortgage or disposition of property of the Company, shall be valid and binding on the Company if executed by any of the officers of the Managing Member, or by any of the Officers of the Company. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of which shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an "Officer") shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby appoints the Officers set forth on Exhibit B hereto.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company's funds, cash, securities and other property and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Wherever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated assignee or assignees. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a Certificate for Interest, each assignee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an

instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member, Managers or Officers. Neither the Member nor any manager or Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager, Officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) for Interest. The interests in the Company of the Members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"). The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement effective for all purposes as of the date first above written.

TRIAD HOSPITALS, INC.

By: /s/ Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Hospitals, Inc.
5800 Tennyson Parkway
Plano, Texas 75024

Capital
Contribution
\$1.00

Limited Liability
Company Interest
100%

EXHIBIT B

[List of Officers]

Name:

Title:

James D. Shelton	President
Donald P. Fay	Executive Vice President, General Counsel and Secretary
Burke W. Whitman	Executive Vice President
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Robert P. Frutiger	Vice President
Rebecca Hurley	Senior Vice President, Associate General Counsel and Assistant Secretary
James B. Shannon	Vice President
Rosland F. McLeod	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

EXHIBIT C

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between _____, ("Assignor") and _____ ("Assignee"), to be effective as of _____.

RECITALS

WHEREAS, assignor is the sole member in Triad of Oregon, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, Assignor desires to transfer and assign its member interest in the Company (the "Member Interest") to Assignee, and Assignee desires to accept the Member Interest.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Rights, Title and Interests. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Member Interest in the Company.
2. Assumption of Liabilities. As consideration for the transfer of the Member Interest pursuant to Section 1 above, Assignee hereby assumes all the liabilities and obligations of Assignor relating to the Member Interest, and accepts and agrees to be bound by the provisions of the Amended and Restated Limited Liability Company Agreement of the Company, dated effective as of August 13, 2004, as such may be amended, restated or supplemented from time to time.
3. Deliveries. Each of Assignor and Assignee agrees, at any time and from time to time, upon the request of the other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.
4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters provided for herein, and supercedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement.
5. Amendments. Any amendment to or waiver of any provision of this Agreement shall be in writing and executed by both parties hereto and their respective successors and assigns.
6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

8. Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

Assignor:

Assignee:

EXHIBIT D

Form of Certificate for Interest

CERTIFICATE FOR INTEREST

IN

TRIAD OF OREGON, LLC

No. _____ [Date]

Triad of Oregon, LLC, a Delaware limited liability company (the "Company"), hereby certifies that _____ (the "Holder") is the registered holder of 100% of the membership interests in the Company, which membership interests are represented by this Certificate. The rights and limitations of the membership interests evidenced hereby are set forth in the Amended and Restated Limited Liability Company Agreement of the Company dated effective as of August 13, 2004, as amended from time to time (the "LLC Agreement"), the terms of which are incorporated herein by reference. Defined terms not otherwise defined herein shall have the meanings assigned to them in the LLC Agreement. Copies of the LLC Agreement are on file in the principal offices of the Company at 5800 Tennyson Parkway, Plano, Texas 75024.

The Holder, by accepting this Certificate, is deemed to have agreed to comply with and be bound by the limitations of the membership interests evidenced hereby, as provided in the LLC Agreement.

The membership interests of the Holder in the Company are transferable only in accordance with the LLC Agreement. This Certificate must, in the event of a transfer of all or any portion of the membership interests in the Company, be surrendered to the Company for cancellation, whereupon a replacement Certificate(s) will be issued to the transferee, in accordance with the provisions of the LLC Agreement.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the undersigned has caused this Certificate for Interest to be executed on the date first above written

TRIAD OF OREGON, LLC

By _____

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/23/2002
020534640 — 3561894

CERTIFICATE OF FORMATION

OF

TRIAD-ARMC, LLC

The undersigned, an authorized person of the age of eighteen (18) years or more, acting as organizer of a limited liability company under the Delaware Limited Liability Company Act (the "Act"), has duly executed and hereby files this Certificate of Formation of Triad-ARMC, LLC. The undersigned certifies that:

ARTICLE I.

The name of the limited liability company is Triad-ARMC, LLC (the "Company").

ARTICLE II.

The Company is organized for the purpose of engaging in any lawful act, activity and/or business for which limited liability companies may be organized under the Act.

ARTICLE III.

The address of the registered office of the limited liability company in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The name of the registered agent at such address is Corporation Service Company.

ARTICLE IV.

This Certificate of Formation shall be effective on the date of filing with the Secretary of State.

/s/ Donald P. Fay

Name: Donald P. Fay, an authorized person

LIMITED LIABILITY COMPANY AGREEMENT

OF

TRIAD-ARMC, LLC

This Limited Liability Company Agreement of Triad-ARMC, LLC, effective as of August 30, 2002 (this "Agreement"), is entered into by NC-SCHI, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Triad-ARMC, LLC (the "Company").
 2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
 3. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808.
 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808.
 5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
 6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise,
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possessed by members of a limited liability company under the laws of the State of Delaware. Donald P. Fay is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President, Secretary and Manager
Michael L. Silhol	Vice President
Burke W. Whitman	Treasurer and Manager
W. Stephen Love	Manager
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any officer or manager of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless the officers and managers of the Company and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company may be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

18. Federal Income Tax Treatment. The Member, officers and managers shall not cause the Company to "check-the-box" pursuant to Treasury Regulations Section 301.7701-3 to be treated in any manner other than the Company's default classification which is currently "disregarded as an entity separate from its owner." Written consent of the Member and all of the managers shall be required prior to electing any other treatment of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the 30th day of August, 2002.

NC-SCHI, Inc.

By: /s/ Donald P. Fay

Name: Donald P. Fay

Title: Executive Vice President

SCHEDULE A

Member and
Business Address
NC-SCHI, Inc.

Capital Contribution
\$1,149,299

Limited Liability
Company Interest
100%

13455 Noel Road, 20th Floor
Tower II
Dallas, TX 75240
Attn: Donald P. Fay

CERTIFICATE OF FORMATION

OF

TRIAD — DENTON HOSPITAL GP, LLC

Pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the “Act”), the undersigned authorized person, for the purpose of forming a limited liability company under the Act, hereby certifies the following:

FIRST: The name of the limited liability company is Triad — Denton Hospital GP, LLC.

SECOND: The address of the registered office and the name and the address of the registered agent for service of process required to be maintained by Section 18-104 of the Act are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

/s/Jeff Kent
Jeffrey P. Kent, Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 05:29 PM 07/06/2000
001343537 — 3249751

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/06/2001
010173145 — 3249751

Certificate of Amendment to Certificate of Formation

of

TRIAD-DENTON HOSPITAL GP, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the “limited liability company”) is TRIAD-DENTON HOSPITAL GP, LLC.
2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company’s registered agent and registered office and by substituting in lieu thereof the following new statement:

“The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.”

Executed on March 30, 2001

/s/Michael L. Silhol

MICHAEL L. SILHOL, MANAGER

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TRIAD-DENTON HOSPITAL GP, LLC

This Amended and Restated Limited Liability Company Agreement of Triad-Denton Hospital GP, LLC, effective as of October 7, 2004 (this "Agreement"), is entered into by Triad Holdings III, LLC, a Delaware limited liability company, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of the Company effective as of July 6, 2000, and to supercede and replace the Operating Agreement dated as of July 6, 2000.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Triad-Denton Hospital GP, LLC (the "Company").
 2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101. et. seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
 3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
 5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.
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The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Member (the “Managing Member”). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company’s business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any of the officers of the Managing Member, or by any of the Officers of the Company. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of which shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an “Officer”) shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby appoints the Officers set forth on Exhibit B hereto, and each person who may previously have been designated as an agent or officer of the Company is hereby removed from such office or designation, except to the extent such person shall have been re-appointed to such office as shown on Exhibit B.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company's funds, cash, securities and other property and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquirer. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Whenever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated assignee or assignees. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of

a Certificate for Interest, each assignee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member, Managers or Officers. Neither the Member nor any manager or Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager, Officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) for Interest. The interests in the Company of the members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"). The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective for all purposes as of the date first above written.

TRIAD HOLDINGS III, LLC

/s/Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address
Triad Holdings III, LLC
5800 Tennyson Parkway
Plano, Texas 75024

Capital
Contribution
\$1.00

Limited Liability
Company Interest
100%

EXHIBIT B

[List of Officers]

Name:	Title:
James D. Shelton	President
Donald P. Fay	Executive Vice President, General Counsel and Secretary
Daniel J. Moen	Executive Vice President
Burke W. Whitman	Executive Vice President
G. Wayne McAlister	Senior Vice President
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Rebecca Hurley	Senior Vice President, Associate General Counsel and Assistant Secretary
Robert P. Frutiger	Vice President
Joy Dennis	Vice President
James B. Shannon	Vice President
Rosland F. McLeod	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

EXHIBIT C

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between _____, ("Assignor") and _____ ("Assignee"), to be effective as of _____.

RECITALS

WHEREAS, Assignor is the sole member in Triad-Denton Hospital GP, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, Assignor desires to transfer and assign its member interest in the Company (the "Member Interest") to Assignee, and Assignee desires to accept the Member Interest.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Rights. Title and Interests. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Member Interest in the Company.
2. Assumption of Liabilities. As consideration for the transfer of the Member Interest pursuant to Section 1 above, Assignee hereby assumes all the liabilities and obligations of Assignor relating to the Member Interest, and accepts and agrees to be bound by the provisions of the Amended and Restated Limited Liability Company Agreement of the Company, dated effective as of October 7, 2004, as such may be amended, restated or supplemented from time to time.
3. Deliveries. Each of Assignor and Assignee agrees, at any time and from time to time, upon the request of the other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.
4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters provided for herein, and supercedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement.
5. Amendments. Any amendment to or waiver of any provision of this Agreement shall be in writing and executed by both parties hereto and their respective successors and assigns.
6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

8. Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

Assignor:

Assignee:

EXHIBIT D

Form of Certificate for Interest

CERTIFICATE FOR INTEREST

IN

TRIAD-DENTON HOSPITAL GP, LLC

No. _____ [Date]

Triad-Denton Hospital GP, LLC, a Delaware limited liability company (the “Company”), hereby certifies that (the “Holder”) is the registered holder of 100% of the membership interests in the Company, which membership interests are represented by this Certificate. The rights and limitations of the membership interests evidenced hereby are set forth in the Amended and Restated Limited Liability Company Agreement of the Company dated effective as of October 7, 2004, as amended from time to time (the “LLC Agreement”), the terms of which are incorporated herein by reference. Defined terms not otherwise defined herein shall have the meanings assigned to them in the LLC Agreement. Copies of the LLC Agreement are on file in the principal offices of the Company at 5800 Tennyson Parkway, Plano, Texas 75024.

The Holder, by accepting this Certificate, is deemed to have agreed to comply with and be bound by the limitations of the membership interests evidenced hereby, as provided in the LLC Agreement.

The membership interests of the Holder in the Company are transferable only in accordance with the LLC Agreement. This Certificate must, in the event of a transfer of all or any portion of the membership interests in the Company, be surrendered to the Company for cancellation, whereupon a replacement Certificate(s) will be issued to the transferee, in accordance with the provisions of the LLC Agreement.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the undersigned has caused this Certificate for Interest to be executed on the date first above written

TRIAD-DENTON HOSPITAL GP, LLC

By _____

CERTIFICATE OF LIMITED PARTNERSHIP

OF

TRIAD — DENTON HOSPITAL, L.P.

Pursuant to Section 17-201 of the Delaware Revised Uniform Limited Partnership Act (the "Act"), the undersigned authorized person, for the purpose of forming a limited partnership under the Act, hereby certifies the following:

FIRST: The name of the limited partnership is Triad – Denton Hospital, LP.

SECOND: The address of the registered office and the name and the address of the registered agent for service of process required to be maintained by Section 17-104 of the Act are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD: The name and the business address of the sole general partner are Triad — Denton Hospital GP, LLC, 13455 Noel Road, 20th Floor, Dallas, Texas 75240.

GENERAL PARTNER:

TRIAD – DENTON HOSPITAL GP, LLC,
a Delaware limited liability company

By: /s/ Jeffrey P. Kent
Jeffrey P. Kent, Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 05:30 PM 07/06/2000
001343563 — 3249752

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/04/2001
010169456 — 3249752

CERTIFICATE OF AMENDMENT

TO

CERTIFICATE OF LIMITED PARTNERSHIP

OF

TRIAD-DENTON HOSPITAL, L.P.

It is hereby certified that:

FIRST: The name of the limited partnership (hereinafter called the “partnership”) is TRIAD-DENTON HOSPITAL, L. P.

SECOND: Pursuant to the provisions of Section 17-202, Title 6, Delaware Code, the amendment to the Certificate of Limited partnership effected by this Certificate of Amendment is to change the address of the registered office of the partnership in the State of Delaware to 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and to change the name of the registered agent of the partnership in the State of Delaware at the said address to Corporation Service Company.

/s/ Michael L. Silhol
MICHAEL L. SILHOL,
VICE PRESIDENT & SECRETARY OF
Triad-Denton Hospital GP, LLC, General Partner

AGREEMENT OF LIMITED PARTNERSHIP

OF

TRIAD-DENTON HOSPITAL, L.P.

The undersigned parties, being all of the partners (the "Partners") of Triad-Denton Hospital, L.P. (the "Partnership"), a Delaware limited partnership, hereby form the Partnership pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Act"), and hereby agree that the ownership interests in the Partnership ("Percentage Ownership") and the capital contributions of the Partners are as follows:

Name and Address	Percentage Ownership	Initial Contribution
SOLE GENERAL PARTNER:		
Triad-Denton Hospital GP, LLC (the "General Partner") 13455 Noel Road, Suite 2000 Dallas, Texas 75240	1%	Pro-rata part of all funds necessary to allow the Partnership to acquire Denton Community Hospital pursuant to the Asset Purchase Agreement dated June 23, 2000
SOLE LIMITED PARTNER:		
Arizona DH, LLC (the "Limited Partner") 13455 Noel Road, Suite 2000 Dallas, Texas 75240	99%	Pro-rata part of all funds necessary to allow the Partnership to acquire Denton Community Hospital pursuant to the Asset Purchase Agreement dated June 23, 2000.

Neither Partner shall be required to make any additional contributions of capital to the Partnership, although the Partners may from time to time agree to make additional contributions to the Partnership.

The Partnership may engage in any lawful business permitted by the Act, including, without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

The address of the registered office of the Partnership in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805 and the name and address of the registered agent for service of process on the Partnership in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

The Partnership shall be terminated and dissolved upon the earlier of (i) the mutual agreement of the Partners or (ii) December 31, 2050.

Prior to the dissolution of the Partnership, no Partner shall have the right to receive any distributions or return of its capital contribution.

All distributions and all allocations of income, gains, losses and credits shall be made in accordance with the Percentage Ownership of each Partner, as specified in this Agreement of Limited Partnership (the "Partnership Agreement").

The General Partner of the Partnership shall have the exclusive right and full power and authority to manage, control, conduct and operate the business of the Partnership and may take any and all action, including, but not limited to, the disposition of any or all of the Partnership's assets, without the consent of the Limited Partner. The General Partner shall maintain all books and records required by the Act to be maintained at the Partnership's principal place of business. The General Partner shall make available to the Limited Partner such books and records of the Partnership as are required pursuant to the Act. The General Partner shall have the right to designate a different registered agent and/or registered office for the Partnership by complying with any requirements pursuant to the Act.

The Partnership shall indemnify and hold harmless the General Partner, and its partners, managers, members, employees, agents and representatives and the shareholders, officers, directors, members, employees, agents and representatives of its partners to the fullest extent permitted by the Act.

Neither the General Partner nor the Limited Partner shall be permitted to withdraw from the Partnership or to transfer, assign, or pledge its interest in the Partnership without the prior written consent of the other Partner, which consent may be withheld in such Partner's sole discretion.

The Partnership is hereby authorized to engage in any merger or consolidating transaction with any limited partnership or other business entity as provided in Section 17-211 of the Act. Any such merger or consolidation transaction may be approved solely by the General Partner and does not require the consent of the Limited Partner. If the Partnership is the surviving or resulting limited partnership in any merger or consolidation, the Partnership Agreement may be amended and/or restated in connection with the agreement of merger or consolidation.

The Partnership Agreement may be amended in whole or in part at the sole discretion of the General Partner without the approval of the Limited Partner. The General Partner may, in its sole and absolute discretion, admit additional or substitute general or limited partners and reallocate the Percentage Ownership.

The Partners hereby agree that all other terms of the Partnership be controlled and interpreted in accordance with the Act.

EXECUTED as of July 6, 2000.

SOLE GENERAL PARTNER

Triad-Denton Hospital GP, LLC

By /s/ Donald P. Fay
Donald P. Fay
Executive Vice President

SOLE LIMITED PARTNER

Arizona DH, LLC

By /s/ Donald P. Fay
Donald P. Fay
Executive Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 04/29/1999
991171115 — 3036964

CERTIFICATE OF CONVERSION
FROM A
FOREIGN LIMITED PARTNERSHIP
TO A
DELAWARE LIMITED LIABILITY COMPANY

Under Section 18-214 of the
Delaware Limited Liability Company Act

1. The name of the foreign limited partnership to be converted hereby immediately prior to the filing of this Certificate of Conversion is Columbia Navarro Regional Hospital Subsidiary, L.P. (the "Limited Partnership").
2. The jurisdiction where the Limited Partnership was first formed and its jurisdiction immediately prior to such conversion is Texas.
3. The Limited Partnership was created on February 27, 1997.
4. The name of the limited liability company as set forth in its Certificate of Formation is Triad-Navarro Regional Hospital Subsidiary, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion as of April 29, 1999.

COLUMBIA NAVARRO REGIONAL
HOSPITAL SUBSIDIARY, L.P.

By: Columbia North Texas Subsidiary, GP, LLC, its general partner

By: Columbia North Texas Healthcare
System, L.P., its sole managing member

By: North Texas General, LP., its general partner

By: NTGP, inc., its co-general partner

By: /s/ John M. Franck II
John M. Franck II
Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 04/29/1999
991171115 — 3036964

CERTIFICATE OF FORMATION
OF
TRIAD-NAVARRO REGIONAL HOSPITAL SUBSIDIARY, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Triad-Navarro Regional Hospital Subsidiary, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of April 29, 1999.

By: /s/ John M. Franck II

John M. Franck II

Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT

OF

TRIAD-NAVARRO REGIONAL HOSPITAL SUBSIDIARY, LLC

This Limited Liability Company Agreement of Triad-Navarro Regional Hospital Subsidiary, LLC, effective as of April 29 , 1999, (this "Agreement"), is entered into by Columbia North Texas Subsidiary GP, LLC and Columbia North Texas Healthcare System, L.P., as members (the "Members").

WHEREAS, the Members desire to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Members desire to enter into this Agreement to define formally and express the terms of such limited liability company and their rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Members hereby form a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agree as follows:

1. Name. The name of the limited liability company formed hereby is Triad-Navarro Regional Hospital Subsidiary, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Members and Capital Contribution. The name and the business address of the Members and the amount of cash or other property contributed or to be contributed by the Members to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Members shall not be required to make any additional contributions of capital to the Company, although the Members may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Members. The Members shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Members hereby designate the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Members or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Members or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Members in proportion to their Percentage Interests, as shown on Schedule A hereto.

9. Distributions. Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated to the Members in proportion to their Percentage Interests.

10. Resignation. A Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. A Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires a Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become a "Member" for purposes of this Agreement.

13. Liability of Members and Managers. Neither the Members nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Members and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Members.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 29th day of April, 1999.

COLUMBIA NORTH TEXAS SUBSIDIARY GP, LLC

By: Columbia North Texas Healthcare System, L.P.,
its sole managing member

By: North Texas General, L.P., its general partner

By: NTGP, Inc., its co-general partner

By: /s/ John M. Franck II
John M. Franck II
Vice President

COLUMBIA NORTH TEXAS HEALTHCARE SYSTEM, L.P.

By: North Texas General, L.P., its general partner

By: NTGP, Inc., its co-general partner

By: /s/ John M. Franck II
John M. Franck II
Vice President

SCHEDULE A

Member and Business Address	Capital Contribution	Limited Liability Company Interest
Columbia North Texas Subsidiary GP, LLC \$.01 13455 Noel Road 20th Floor Dallas, Texas 75240		.01%
Columbia North Texas Healthcare System, \$99.99 L.P. 13455 Noel Road 20th Floor Dallas, Texas 75240		99.99%

ADDENDUM

Effective as of May 5, 1999 (the "Effective Date"), Columbia North Texas Subsidiary GP, LLC ("GP LLC") assigned, transferred and conveyed its 100% limited liability company interest in Triad-Navarro Regional Hospital Subsidiary, LLC, a Delaware limited liability company ("LLC"), to Columbia North Texas Healthcare System, L.P. ("Columbia LP"), whereupon Columbia LP became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to GP LLC as the sole member (the "Member") shall be deemed to be references to Columbia LP as the Member.

IN WITNESS WHEREOF, Columbia LP has executed this Addendum on the 5th day of May, 1999.

COLUMBIA NORTH TEXAS
HEALTHCARE SYSTEM, L.P.

By /s/ John M. Franck II
John M. Franck II
Vice President

ADDENDUM

Effective as of May 5, 1999 (the "Effective Date"), Columbia North Texas Subsidiary LP, LLC ("LP LLC") assigned, transferred and conveyed its 100% limited liability company interest in Triad-Navarro Regional Hospital Subsidiary, LLC, a Delaware limited liability company ("LLC"), to Columbia-SDH Holdings, Inc. ("SDH Inc."), whereupon SDH Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to LP LLC as the sole member (the "Member") shall be deemed to be references to SDH Inc. as the Member.

IN WITNESS WHEREOF, SDH Inc. has executed this Addendum on the 5th day of May, 1999.

COLUMBIA-SDH HOLDINGS, INC.

By /s/ John M. Franck II
John M. Franck II
Vice President

ADDENDUM

Effective as of May 6, 1999 (the "Effective Date"), Columbia-SDH Holdings, Inc. ("SDH") assigned, transferred and conveyed its 100% limited liability company interest in Triad-Navarro Regional Hospital Subsidiary, LLC, a Delaware limited liability company ("LLC"), to Healthtrust, Inc. — The Hospital Company ("Healthtrust"), whereupon Healthtrust became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to SDH as the sole member (the "Member") shall be deemed to be references to Healthtrust as the Member.

IN WITNESS WHEREOF, Healthtrust has executed this Addendum on the 6th day of May, 1999.

HEALTHTRUST, INC. — THE HOSPITAL COMPANY

By /s/ R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Healthtrust, Inc. — The Hospital Company ("Healthtrust") assigned, transferred and conveyed its 100% limited liability company interest in Triad-Navarro Regional Hospital Subsidiary, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals, Inc. ("Triad Inc."), whereupon Triad Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Healthtrust as the sole member (the "Member") shall be deemed to be references to Triad Inc. as the Member.

IN WITNESS WHEREOF, Triad Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS, INC.

By /s/ R. Milton Johnson

R. Milton Johnson

Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Hospitals, Inc. ("Triad Inc.") assigned, transferred and conveyed its 100% limited liability company interest in Triad-Navarro Regional Hospital Subsidiary, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals Holdings, Inc. ("Holdings Inc."), whereupon Holdings Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad Inc. as the sole member (the "Member") shall be deemed to be references to Holdings Inc. as the Member.

IN WITNESS WHEREOF, Holdings Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS HOLDINGS, INC.

By /s/ R. Milton Johnson
R. Milton Johnson
Vice President

ADDENDUM

Effective as of 12:01 a.m. (Eastern Standard Time) on January 1, 2006 (the "Effective Date"), Triad Hospitals, Inc. ("Triad") assigned, transferred and conveyed its 100% limited liability company interest in Triad-Navarro Regional Hospital Subsidiary, LLC, a Delaware limited liability company ("LLC"), to Tennyson Holdings, Inc. ("Holdings"), whereupon Holdings became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad as the sole member (the "Member") shall be deemed to be references to Holdings as the Member.

IN WITNESS WHEREOF, Holdings has executed this Addendum on the 1st day of January, 2006.

TENNYSON HOLDINGS, INC.

By: /s/ Rebecca Hurley
Name: Rebecca Hurley
Title: Senior Vice President,
General Counsel and Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/03/1999
991044649 — 3001003

CERTIFICATE OF FORMATION
OF
VHC MEDICAL, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is VHC Medical, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805,

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of February 3, 1999.

By: /s/ John M. Franck II

Name: John M. Franck II

Title: Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:15 PM 04/22/1999
991159245 — 3001003

CERTIFICATE OF MERGER
OF
VICTORIA HOSPITAL CORPORATION
INTO
VHC MEDICAL, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company and corporation DO HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
VHC Medical, LLC (the "LLC")	Delaware
Victoria Hospital Corporation (the "Company")	Texas

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities to the merger.

THIRD: The Company shall be merged with and into the LLC, with the LLC being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be VHC Medical, LLC.

FOURTH: The Certificate of Formation of the LLC at the effective time of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder or member, as the case may be, of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on April 22, 1999.

* * * * *

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 21st day of April, 1999.

VHC MEDICAL, LLC

By: /s/ John M. Franck II
Name: John M. Franck II
Title: Manager

VICTORIA HOSPITAL CORPORATION

By: /s/ R. Milton Johnson
Name: R. Milton Johnson
Title: Vice President

LIMITED LIABILITY COMPANY AGREEMENT

OF

VHC MEDICAL, LLC

This Limited Liability Company Agreement of VHC Medical, LLC, effective as of February 3, 1999 (this "Agreement"), is entered into by Victoria Hospital Corporation, as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. Section 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is VHC Medical, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 21st day of April 1999.

VICTORIA HOSPITAL CORPORATION

By: /s/ R. Milton Johnson

Name: R. Milton Johnson

Title: Vice President

SCHEDULE A

Member and Business Address
Victoria Hospital Corporation
One Park Plaza
Nashville, Tennessee 37203

Capital Contribution
\$ 1.00

Limited Liability
Company Interest
100%.

ADDENDUM

Effective as of April 22, 1999 (the "Merger Date"), Victoria Hospital Corporation ("Victoria") merged with and into VHC Medical, LLC, a limited liability company of which Victoria was the sole member ("VHC"), whereupon Healthtrust, Inc.-The Hospital Company, the sole shareholder of Victoria ("Healthtrust"), became the sole member of VHC. Attached hereto is a copy of the Limited Liability Company Agreement of VHC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Victoria as the sole member (the "Member") shall be deemed to be references to Healthtrust as the Member.

IN WITNESS WHEREOF, Healthtrust has executed this Addendum on the 22 day of April, 1999.

HEALTHTRUST, INC.-THE HOSPITAL COMPANY

By: /s/ R. Milton Johnson

Name: R. Milton Johnson

Title: Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Healthtrust, Inc. — The Hospital Company ("Healthtrust") assigned, transferred and conveyed its 100% limited liability company interest in VHC Medical, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals, Inc. ("Triad Inc."), whereupon Triad Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Healthtrust as the sole member (the "Member") shall be deemed to be references to Triad Inc. as the Member.

IN WITNESS WHEREOF, Triad Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS, INC.

By: /s/ R. Milton Johnson

Name: R. Milton Johnson

Title: Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Hospitals, Inc. ("Triad Inc.") assigned, transferred and conveyed its 100% limited liability company interest in VHC Medical, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals Holdings, Inc. ("Holdings Inc."), whereupon Holdings Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad Inc. as the sole member (the "Member") shall be deemed to be references to Holdings Inc. as the Member.

IN WITNESS WHEREOF, Holdings Inc. has executed this Addendum on the 11th day of May; 1999.

TRIAD HOSPITALS HOLDINGS, INC.

By: /s/ R. Milton Johnson
Name: R. Milton Johnson
Title: Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Hospitals Holdings, Inc. ("Holdings Inc.") assigned, transferred and conveyed its 100% limited liability company interest in VHC Medical, LLC, a Delaware limited liability company ("LLC"), to Triad Holdings II, LLC ("Holdings II"), whereupon Holdings II became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Holdings Inc. as the sole member (the "Member") shall be deemed to be references to Holdings II as the Member.

IN WITNESS WHEREOF, Holdings II has executed this Addendum on the 11th day of May, 1999.

TRIAD HOLDINGS II, LLC.

By: /s/ R. Milton Johnson
Name: R. Milton Johnson
Title: Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Holdings II, LLC ("Holdings II") assigned, transferred and conveyed its 100% limited liability company interest in VHC Medical, LLC, a Delaware limited liability company ("LLC"), to Triad Holdings III, Inc. ("Holdings III"), whereupon Holdings III became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Holdings II as the sole member (the "Member") shall be deemed to be references to Holdings III as the Member.

IN WITNESS WHEREOF, Holdings III has executed this Addendum on the 11th day of May, 1999.

TRIAD HOLDINGS III, INC.

By: /s/ R. Milton Johnson
Name: R. Milton Johnson
Title: Vice President

CERTIFICATE OF FORMATION

OF

VICKSBURG HEALTHCARE, LLC

The undersigned, an authorized person, for the purpose of forming a limited liability company under the provisions of the Delaware Limited Liability Company Act, hereby certifies that:

FIRST: The name of the limited liability company ("Company") is Vicksburg Healthcare, LLC.

SECOND: The address of the registered office and the name and the address of the registered agent of the Company are Corporation Service Company, 1013 Centre Road, Wilmington, New Castle County, Delaware 19805.

By signing this Certificate of Formation, the undersigned is acting solely in the capacity of organizer for the purpose of forming the Company and she shall have no liability whatsoever for acts done or purportedly done on behalf of the Company.

Executed on August 28, 1998.

/s/ Gayle Jenkins

Gayle Jenkins, Organizer

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 05:00 PM 08/28/1998
981338773 — 2939229

CERTIFICATE OF AMENDMENT
TO CERTIFICATE OF FORMATION
OF
VICKSBURG HEALTHCARE, LLC

VICKSBURG HEALTHCARE, LLC, a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is VICKSBURG HEALTHCARE, LLC.
2. The certificate of formation of the company is hereby amended by striking out Article 2 thereof and by substituting in lieu of said Article the following new Article:
“2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 9 East Loockerman Street, Dover, Delaware 19901.”

Executed on Jan 24, 2000.

/s/ Gayle Jenkins

Gayle Jenkins

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 05/09/2000
001236173 — 2939229

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/12/2001
010284560 — 2939229

Certificate of Amendment to Certificate of Formation

of

VICKSBURG HEALTHCARE, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the “limited liability company”) is VICKSBURG HEALTHCARE, LLC
2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company’s registered agent and registered office and by substituting in lieu thereof the following new statement:

“The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.”

Executed on 5/16/01

/s/ Michael L. Silhol
Authorized Person

SECOND AMENDED AND RESTATED
OPERATING AGREEMENT
OF
VICKSBURG HEALTHCARE, LLC

This Second Amended and Restated Operating Agreement of Vicksburg Healthcare, LLC, effective as of April 11, 2005 (this "Agreement"), is entered into by River Region Medical Corporation., a Mississippi corporation, and Quorum Health Group of Vicksburg, Inc., a Tennessee corporation, as the sole members of the Company (the "Members").

WHEREAS, the Members desire to amend and restate the Amended and Restated Operating Agreement of the Company, dated effective as of October 30, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Members hereby agree as follows:

1. Name. The name of the limited liability company is Vicksburg Healthcare, LLC (the "Company").
2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. 18-101, et. seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Members and Capital Contributions. The names and the business addresses of the Members are set forth on Schedule A attached hereto and the amount of cash or other property contributed or to be contributed by the Members to the capital of the Company shall be listed in the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Members shall not be required to make any additional contributions of capital to the Company, although the Members may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Members. The Members shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company's business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any of the officers of either of Members, or by any of the Officers of the Company. The Members have determined that it is advisable to appoint the following officers of the Company, each of whom shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an "Officer") shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Members shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Members hereby appoint the Officers set forth on Exhibit B hereto; and each person who may previously have been designated as an agent or officer of the Company is hereby removed from such office or designation, except to the extent such person shall have been re-appointed to such office as shown on Exhibit B.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Members, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Members or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Members or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company's funds, cash, securities and other property and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers

and perform such other duties that generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Members or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Members or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Members or the President.

7. **Dissolution.** The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Members or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. **Allocation of Profits and Losses.** The Company's profits and losses shall be allocated to the Members in accordance with their respective percentage interests in the Company.

9. **Distributions.** Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members.

10. **Resignation.** Neither Member shall resign from the Company (other than pursuant to a transfer of such Member's entire limited liability company interest in the Company either to the other Member or to a single substitute member approved by the other Member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. **Assignment and Transfer.** Each Member may assign or transfer in whole but not in part its limited liability company interest to the other Member or to a single acquirer approved by the other Member. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Whenever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, an Officer shall cause one or more new Certificates for interest to be issued by the Company in the name of the designated assignee or assignees. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by an Officer. By acceptance of a Certificate for Interest, each assignee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Members.

12. Admission of Substitute Member. A person who acquires a Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the (a) approval of the non-transferring or assigning Member, and (b) execution of (i) this Agreement or a counterpart of this Agreement or (ii) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Members pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become a "Member" for purposes of this Agreement.

13. Liability of Members, Managers or Officers. Neither the Members nor any manager or Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. To the fullest extent permitted by the Act the Company shall indemnify and hold harmless each manager, Officer, and the Members and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons.

15. Certificate(s) for Interest. The interests in the Company of the Members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Members (the "Certificates for Interest"). The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of a Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, an Officer, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger which shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Members.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective for all purposes as of the date first above written.

RIVER REGION MEDICAL CORPORATION

/s/ Donald P. Fay

Donald P. Fay
Executive Vice President

QUORUM HEALTH GROUP OF VICKSBURG, INC.

/s/ Donald P. Fay
Executive Vice President

EXHIBIT C

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between _____ ("Assignor") and _____ ("Assignee"), to be effective as of _____.

RECITALS

WHEREAS, Assignor is a member in Vicksburg Healthcare, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, Assignor desires to transfer and assign its member interest in the Company (the "Member Interest") to Assignee, and Assignee desires to accept the Member Interest.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Rights, Title and Interests. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Member Interest in the Company.
2. Assumption of Liabilities. As consideration for the transfer of the Member Interest pursuant to Section 1 above, Assignee hereby assumes all the liabilities and obligations of Assignor relating to the Member Interest, and accepts and agrees to be bound by the provisions of the Second Amended and Restated Operating Agreement of the Company, dated effective as of April 11, 2005, as such may be amended, restated or supplemented from time to time.
3. Deliveries. Each of Assignor and Assignee agrees, at any time and from time to time, upon the request of the other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.
4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters provided for herein, and supercedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement.
5. Amendments. Any amendment to or waiver of any provision of this Agreement shall be in writing and executed by both parties hereto and their respective successors and assigns.
6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

8. Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

Assignor:

Assignee:

EXHIBIT D

Form of Certificate for Interest

CERTIFICATE FOR INTEREST IN

VICKSBURG HEALTHCARE, LLC

No. _____ [Date]

Vicksburg Healthcare, LLC, a Delaware limited liability company (the "Company"), hereby certifies that ___(the "Holder") is the registered holder of ___% of the membership interests in the Company, which membership interests are represented by this Certificate. The rights and limitations of the membership interests evidenced hereby are set forth in the Second Amended and Restated Operating Agreement of the Company dated effective as of April 11, 2005, as amended from time to time (the "LLC Agreement"), the terms of which are incorporated herein by reference. Defined terms not otherwise defined herein shall have the meanings assigned to them in the LLC Agreement. Copies of the LLC Agreement are on file in the principal offices of the Company at 5800 Tennyson Parkway, Plano, Texas 75024.

The Holder, by accepting this Certificate, is deemed to have agreed to comply with and be bound by the limitations of the membership interests evidenced hereby, as provided in the LLC Agreement.

The membership interests of the Holder in the Company are transferable only in accordance with the LLC Agreement. This Certificate must, in the event of a transfer of all or any portion of the membership interests in the Company, be surrendered to the Company for cancellation, whereupon a replacement Certificate(s) will be issued to the transferee, in accordance with the provisions of the LLC Agreement.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the undersigned has caused this Certificate for Interest to be executed on the date first above written

VICKSBURG HEALTHCARE, LLC

By

SCHEDULE A

Member and Business Address

Limited Liability
Company Interest

River Region Medical Corporation
5800 Tennyson Parkway
Plano, Texas 75024

71.48%

Quorum Health Group of Vicksburg, Inc.
5800 Tennyson Parkway
Plano, Texas 75024

28.52%

EXHIBIT B

[List of Officers]

Name:	Title:
James D. Shelton	President
Michael J. Parsons	Executive Vice President
Donald P. Fay	Executive Vice President, General Counsel and Secretary
Daniel J. Moen	Executive Vice President
Burke W. Whitman	Executive Vice President
Marsha D. Powers	Senior Vice President
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Rebecca Hurley	Senior Vice President, Associate General Counsel and Assistant Secretary
James B. Shannon	Vice President
Robert P. Frutiger	Vice President
Rosland F. McLeod	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

CERTIFICATE OF FORMATION
OF
VICTORIA HOSPITAL, LLC

Under Section 18-201 of the Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Victoria Hospital, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of September 25, 1998.

By: /s/ John M. Franck II
Name: John M. Franck II
Title: Authorized Person

NY-235457.1
STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/25/1998
981373411 — 2948658

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 05/07/1999
991183222 — 2948658

CERTIFICATE OF MERGER

OF

HDP TEXAS, LLC

INTO

VICTORIA HOSPITAL, LLC

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act

The undersigned limited liability company DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Victoria Hospital, LLC ("LLC 1")	Delaware
HDP Texas, LLC ("LLC 2")	Delaware

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities in the merger.

THIRD: LLC 2 shall be merged with and into LLC 1, with LLC 1 being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be Victoria Hospital, LLC.

FOURTH: The Certificate of Formation of LLC 1 at the effective date of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on May 7, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 6th day of May, 1999.

VICTORIA HOSPITAL, LLC

By: /s/ Ronald Lee Grubbs, Jr.
Ronald Lee Grubbs, Jr.
Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 09/29/2000
001496885 — 2948658

CERTIFICATE OF MERGER

OF

SDH LP, LLC

INTO

VICTORIA HOSPITAL, LLC

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act

The undersigned limited liability companies DO HEREBY CERTIFY:

FIRST: The name and the state of organization of each of the constituent entities to the merger are as follows.

Name	State of Formation
SDH LP, LLC	Delaware
Victoria Hospital, LLC	Delaware

SECOND: An Agreement and Plan of Merger (the "Merger Agreement") between the constituent entities to the merger (the "Merger") has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of Section 18-209 of the Delaware Limited Liability Company Act.

THIRD: SDH LP, LLC will be merged with and into Victoria Hospital, LLC, with Victoria Hospital, LLC being the surviving entity in the Merger. The name of the surviving entity shall be Victoria Hospital, LLC.

FOURTH: The executed Merger Agreement is on file at the principal place of business of Victoria Hospital, LLC. The address of Victoria Hospital, LLC is 13455 Noel Road, 20' Floor, Dallas, Texas 75240

FIFTH: A copy of the Merger Agreement will be furnished by Victoria Hospital, LLC, on request and without cost, to any member of the constituent entities.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 29th day of September 2000.

VICTORIA HOSPITAL, LLC

By: VHC Medical, LLC, its sole member

/s/ W. Stephen Love
Sr. Vice President

SDH LP, LLC

By: Triad Holdings III, Inc., its sole member

/s/ W. Stephen Love
Sr. Vice President

LIMITED LIABILITY COMPANY
CERTIFICATE OF CORRECTION
FILED TO CORRECT A CERTAIN ERROR IN THE
CERTIFICATE OF MERGER

OF

SDH LP, LLC

WITH AND INTO

VICTORIA HOSPITAL, LLC

FILED IN THE OFFICE OF THE SECRETARY OF STATE OF DELAWARE ON SEPTEMBER 29, 2000

1. The name of the constituent limited liability companies are SDHLP, LLC and Victoria Hospital, LLC (Surviving Limited Liability Company).
2. A Certificate of Merger was filed by the Secretary of State of Delaware on September 29, 2000 that requires correction as permitted by Section 18-211 of the Delaware Limited Liability Company Act.

3. The inaccuracy or defect of the Certificate to be corrected is as follows:

Paragraph Sixth containing the effective date of the merger was not included because of a printing error.

4. Paragraph Sixth of the Certificate is added as follows:

SIXTH: The effective date of this Certificate of Merger is October 1, 2000.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 10/16/2000
001520872 — 2948658

IN WITNESS WHEREOF, this Certificate of Correction been executed on this 16th day of October 2000.

VICTORIA HOSPITAL, LLC

/s/ Michael L. Silhol
Michael L. Silhol
Vice President

LIMITED LIABILITY COMPANY AGREEMENT
OF
VICTORIA HOSPITAL, LLC

This Limited Liability Company Agreement of Victoria Hospital, LLC, effective as of September 25, 1998 (this "Agreement"), is entered into by Victoria Hospital Corporation, as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Victoria Hospital, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any

amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. A Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute Member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement effective as of September 25, 1998 but executed as of the 14th day of October, 1998.

VICTORIA HOSPITAL CORPORATION

/s/ John M. Franck II

Name:

Title:

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement effective as of September 25, 1998 but executed as of the 14th day of October, 1998.

VICTORIA HOSPITAL CORPORATION

/s/ John M. Franck II

Name

Title:

SCHEDULE A

Member and
Business Address
Victoria Hospital Corporation
c/o Columbia/HCA Healthcare
One Park Plaza
P.O. Box 550
Nashville, TN 37202-0550
Attn: John M. Franck II

Capital
Contribution
The assets contributed to the Company as set forth in a Bill of
Sale and Assignment, effective as of the Effective Time (as
defined therein), among the Member, Detar Hospital, LLC and
the Company

Limited Liability
Company Interest
100%

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
VICTORIA HOSPITAL, LLC

This Amended and Restated Limited Liability Company Agreement of Victoria Hospital, LLC, is entered into by VHC Medical, LLC, as the sole member (the “Member”).

WHEREAS, the Member desired to amend and restate the Limited Liability Company Agreement of Victoria Hospital, LLC, effective as of September 25, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. **Name.** The name of the limited liability company shall be Victoria Hospital, LLC (the “Company”).
 2. **Purpose.** The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the “Act”) and engaging in any and all activities necessary or incidental to the foregoing.
 3. **Registered Office.** The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
 4. **Registered Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
 5. **Member and Capital Contribution.** The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.
- The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
6. **Powers.** The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person’s successor shall have been duly appointed or until such person’s earlier resignation or removal:

James D. Shelton

President

Michael J. Parsons

Senior Vice President and Treasurer

Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs,	Jr. Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. A Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute Member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the 29th day of April, 1999.

VHC MEDICAL, LLC

/s/ John M. Franck II

John M. Franck II

Vice President

SCHEDULE A

Member and
Business Address
VHC Medical, LLC
One Park Plaza
P.O. Box 550
Nashville, TN 37202-0550
Attn: John M. Franck II

Capital
Contribution
The assets contributed to the Company as set forth in a Bill of
Sale and Assignment, effective as of the Effective Time (as
defined therein), among the Member, Detar Hospital, LLC
and the Company.

Limited Liability
Company Interest
100%

ADDENDUM

Effective as of April 22, 1999 (the "Merger Date"), Victoria Hospital Corporation ("Victoria") merged with and into VHC Medical, LLC ("VHC"), whereupon VHC became the sole member of Victoria Hospital, LLC, a Delaware limited liability company ("LLC"). Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Merger Date, all references in the Agreement to Victoria as the sole member (the "Member") shall be deemed to be references to VHC as the Member.

IN WITNESS WHEREOF, VHC has executed this Addendum on the 22nd day of April, 1999.

VHC MEDICAL, LLC
/s/ John M. Franck II
Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/25/1998
981374697 — 2949026

CERTIFICATE OF LIMITED PARTNERSHIP

OF

VICTORIA OF TEXAS, L.P.

This Certificate of Limited Partnership of VICTORIA OF TEXAS, L. P. (the "Partnership"), dated as of September 25, 1998, is bring executed and filed by Detar Hospital, LLC, a Delaware limited liability company, as sole general partner, to form a limited partnership under the Delaware Revised Uniform Limited Partnership Act.

1. Name. The name of the limited partnership formed hereby is VICTORIA OF TEXAS, L.P.
2. Registered Office. The address of the registered office of the Partnership in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
3. Registered Agent. The name and address of the registered agent for service of process on the Partnership in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
4. General Partner. The name and the business address of the sole general partner of the Partnership is:

Detar Hospital, LLC
c/o Columbia/HCA Healthcare Corporation
One Park Plaza
P.O. Box 550
Nashville, Tennessee 37202

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Limited Partnership as of the date first above written.

DETAR HOSPITAL, LLC,
General Partner

/s/ John M. Franck II
Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:45 PM 05/07/1999
991183249 — 2949026

CERTIFICATE OF MERGER

OF

HDP DETAR HOSPITAL, L.P.

INTO

VICTORIA OF TEXAS, L.P.

Pursuant to Section 17-211 of the Delaware Revised Uniform Limited Partnership Act

The undersigned limited partnership DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
HDP Detar Hospital, L.P. (the "Detar L.P.")	Delaware
Victoria of Texas, L.P. (the "Victoria LP")	Delaware

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities in the merger.

THIRD: The Detar L.P. shall be merged with and into the Victoria L.P., with the Victoria L.P. being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be Victoria of Texas, L.P.

FOURTH: The Certificate of Limited Partnership of the Victoria L.P. shall be the Certificate of Limited Partnership of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any partner of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on May 7, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 6th day of May, 1999.

VICTORIA OF TEXAS, L.P.

By: Detar Hospital, LLC, its general partner

/s/ R. Milton Johnson

Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 09/29/2000
1496903 — 2949026

CERTIFICATE OF MERGER

OF

VRMC LIMITED PARTNERSHIP

WITH AND INTO

VICTORIA OF TEXAS, L.P.

Pursuant to

Section 17-211 of the Delaware Limited Partnership Act

The undersigned limited partnerships DO HEREBY CERTIFY

FIRST: The name and the state of organization of each of this constituent entities to the merger are as follows

Name	State of Formation
VRMC Limited Partnership	Texas
Victoria of Texas, L.P.	Delaware

SECOND: An Agreement and Plan of Merger (the "Merger Agreement") between the constituent entities to the merger (the "Merger") has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with the requirements of Section 17-211 of the Delaware Limited Partnership Act.

THIRD: VRMC Limited Partnership will be merged with and into Victoria of Texas, L.P., with Victoria of Texas, L.P. being the surviving entity in the Merger. The name of the surviving entity will be Victoria of Texas, L.P.

FOURTH: The executed Merger Agreement is on file at the principal place of business of Victoria of Texas, L.P. The address of Victoria of Texas, L.P. is 13455 Noel Road, 20th Floor, Dallas, Texas 75240.

FIFTH: A copy of the Merger Agreement will be furnished by Victoria of Texas, L.P., on request and without cost, to any partner of the constituent entities.

SIXTH: The effective date of this Certificate of Merger is October 1, 2000.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 29th day of September, 2000.

VRMC LIMITED PARTNERSHIP

VICTORIA OF TEXAS, L.P.

By: DETAR HOSPITAL, LLC, its general

By: DETAR HOSPITAL, LLC, its general

partner

partner

/s/ W. Stephen Love Sr.
SR. Vice President

/s/ W. Stephen Love
SR. Vice President

AGREEMENT OF LIMITED PARTNERSHIP
OF
VICTORIA OF TEXAS, L.P.

The undersigned parties, being all of the partners (the "Partners") of Victoria of Texas, L.P. (the "Partnership"), a Delaware limited partnership, hereby form the Partnership pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act (the "Act"), and hereby agree that the ownership interests in the Partnership ("Percentage Ownership") and the capital contributions of the Partners are as follows:

<u>Name and Address</u>	<u>Percentage Ownership</u>	<u>Initial Contribution</u>
SOLE GENERAL PARTNER Detar Hospital, LLC (the "General Partner") One Park Plaza Nashville, Tennessee 37203	1%	The assets contributed to the Partnership by the General Partner, as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Partners and the Partnership.
SOLE LIMITED PARTNER: Victoria Hospital, LLC (the "Limited Partner") One Park Plaza Nashville, Tennessee 37203	99%	The assets contributed to the Partnership by the Limited Partner as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Partners and the Partnership.

Neither Partner shall be required to make any additional contributions of capital to the Partnership, although the Partners may from time to time agree to make additional contributions to the Partnership.

The Partnership may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

The address of the registered office of the Partnership in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805 and the name and address of the registered agent for service

of process on the Partnership in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

The Partnership shall be terminated and dissolved upon the earlier of (i) the mutual agreement of the Partners or (ii) December 31, 2050.

Prior to the dissolution of the Partnership, no Partner shall have the right to receive any distributions or return of its capital contribution.

All distributions and all allocations of income, gains, losses and credits shall be made in accordance with the Percentage Ownership of each Partner, as specified in this Agreement of Limited Partnership (the "Partnership Agreement").

The General Partner of the Partnership shall have the exclusive right and full power and authority to manage, control, conduct and operate the business of the Partnership and may take any and all action, including, but not limited to, the disposition of any or all of the Partnership's assets, without the consent of the Limited Partner. The General Partner shall maintain all books and records required by the Act to be maintained at the Partnership's principal place of business. The General Partner shall make available to the Limited Partner such books and records of the Partnership as are required pursuant to the Act. The General Partner shall have the right to designate a different registered agent and/or registered office for the Partnership by complying with any requirements pursuant to the Act.

The Partnership shall indemnify and hold harmless the General Partner, and its partners, managers, members, employees, agents and representatives and the shareholders, officers, directors, members, employees, agents and representatives of its partners to the fullest extent permitted by the Act.

Neither the General Partner nor the Limited Partner shall be permitted to withdraw from the Partnership or transfer, assign, or pledge its interest in the Partnership without the prior written consent of the other Partner, which consent may be withheld in such Partner's sole discretion.

The Partnership is hereby authorized to engage in any merger or consolidating transaction with any limited partnership or other business entity as provided in Section 17-211 of the Act. Any such merger or consolidation transaction may be approved solely by the General Partner and does not require the consent of the Limited Partner. If the Partnership is the surviving or resulting limited partnership in any merger or consolidation, the Partnership Agreement may be amended and/or restated in connection with the agreement of merger or consolidation.

The Partnership Agreement may be amended in whole or in part at the sole discretion of the General Partner without the approval of the Limited Partner. The General Partner may, in its sole and absolute discretion, admit additional or substitute general or limited partners and reallocate the Percent Ownership.

The Partners hereby agree that all other terms of the Partnership be controlled and interpreted in accordance with the Act.

EXECUTED on October 14, 1998 but effective as of October 1, 1998.

SOLE GENERAL PARTNER

Detar Hospital, LLC

/s/ John M. Franck II

John M. Franck II

Vice President

SOLE LIMITED PARTNER

Victoria Hospital, LLC

/s/ John M. Franck II

Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/09/1998
981431198 — 2964658

CERTIFICATE OF FORMATION
OF
WHMC, LLC

Under Section 18-201 of the Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is WHMC, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/ John M. Franck II
Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
WHMC, LLC

This Limited Liability Company Agreement of WHMC, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Columbia-SDH Holdings, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is WHMC, LLC (the "Company").
2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road 'Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company is set forth in Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment of Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquirer.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this. Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any. manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers. directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time, with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement as of the 26 day of April, 1999.

COLUMBIA-SDH HOLDINGS, INC.

By: /s/ R. Milton Johnson

R. Milton Johnson

Vice President

SCHEDULE A

Member and Business
Address

Columbia-SDH Holdings, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital Contribution
\$1.00

Limited Liability Company
Interest
100%

ADDENDUM

Effective as of May 6, 1999 (the "Effective Date"), Columbia-SDH Holdings, Inc ("SDH") assigned, transferred and conveyed its 100% limited liability company interest in WHMC, LLC, a Delaware limited liability company ("LLC"), to Healthtrust, Inc. — The Hospital Company ("Healthtrust"), whereupon Healthtrust became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to SDH as the sole member (the "Member") shall be deemed to be references to Healthtrust as the Member.

IN WITNESS WHEREOF, Healthtrust has executed this Addendum on the 6th day of May, 1999.

HEALTHTRUST, INC. — THE HOSPITAL COMPANY

/s/ R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Healthtrust — The Hospital Company ("Healthtrust") assigned, transferred and conveyed its 100% limited liability company interest in WHMC, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals, Inc. ("Triad Inc."), whereupon Triad Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Healthtrust as the sole member (the "Member") shall be deemed to be references to Triad Inc. as the Member.

IN WITNESS WHEREOF, Triad Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS, INC.

/s/ R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Hospitals, Inc. ("Triad Inc.") assigned, transferred and conveyed its 100% limited liability company interest in WHMC, LLC, a Delaware limited liability company ("LLC"), to Triad Hospitals Holdings, Inc. ("Holdings Inc."), whereupon Holdings Inc. became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees do be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad Inc, as the sole member (the "Member") shall be deemed to be references to Holdings Inc. as the Member.

IN WITNESS WHEREOF, Holdings Inc. has executed this Addendum on the 11th day of May, 1999.

TRIAD HOSPITALS HOLDINGS, INC.

/s/ R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Hospitals Holdings, Inc. ("Holdings Inc.") assigned, transferred and conveyed its 100% limited liability company interest in WHMC, LLC, a Delaware limited liability company ("LLC"), to Triad Holdings II, LLC ("Holdings II"), whereupon Holdings II became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Holdings Inc. as the sole member (the "Member") shall be deemed to be references to Holdings II as the Member.

IN WITNESS WHEREOF; Holdings II has executed this Addendum on the 11th day of May, 1999.

TRIAD HOLDINGS II, LLC

/s/ R. Milton Johnson
Vice President

ADDENDUM

Effective as of May 11, 1999 (the "Effective Date"), Triad Holdings II, LLC ("Holdings II) assigned, transferred and conveyed its 100% limited liability company interest in WHMC, LLC, a Delaware limited liability company ("LLC"), to Triad Holdings III, Inc. ("Holdings III"), whereupon Holdings III became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Holdings H as the sole member (the "Member") shall be deemed to be references to Holdings III as the Member.

IN WITNESS WHEREOF, Holdings III has executed this Addendum on the 11th day of May, 1999.

TRIAD HOLDINGS III, INC.

/s/ R. Milton Johnson
Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/09/1998
981431196 — 2964656

CERTIFICATE OF FORMATION

OF

WILLIAMETTE VALLEY MEDICAL CENTER, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Williamette Valley Medical Center, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/ John M. Franck
Name: John M. Franck II
Title: Authorized Person

STATE OF DELAWARE SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/04/1998
981466874 — 2964656

CERTIFICATE OF CORRECTION

OF

WILLIAMETTE VALLEY MEDICAL CENTER, LLC

It is hereby certified pursuant to Section 18-211 of the Delaware Limited Liability Company Act that:

1. The name of the limited liability company (hereinafter called the "Company") is Williamette Valley Medical Center, LLC.
2. The Certificate of Formation of the company, which was filed by the Secretary of State of Delaware on November 9, 1998, is hereby corrected.
3. The name in the Heading and Article First was incorrectly spelled wrong.
4. The inaccuracy to be corrected in said certificate is as follows:

"FIRST: The name of the limited liability company is "Willamette Valley Medical Center, LLC."

Executed on November 17, 1998.

/s/ John M. Franck
John M. Franck II
Authorized Person

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
WILLAMETTE VALLEY MEDICAL CENTER, LLC

This Amended and Restated Limited Liability Company Agreement of Willamette Valley Medical Center, LLC, is entered into by Oregon Healthcorp, LLC, as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of Willamette Valley Medical Center, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be Willamette Valley Medical Center, LLC (the "Company").
2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") engaging in any and all activities necessary or incidental to the foregoing.
3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise,
-

possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the 29th day of April, 1999.

OREGON HEALTHCORP, LLC

By: /s/ John M. Franck II

John M. Franck II

Vice President

SCHEDULE A

Member and Business Address	Capital Contribution	Limited Liability Company Interest
Oregon Healthcorp, LLC One Park Plaza Nashville, Tennessee 37203 Attn: John M. Franck	The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.	100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/09/1998
981431195 — 2964655

CERTIFICATE OF FORMATION

OF

WOMEN & CHILDREN'S HOSPITAL, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Women & Children's Hospital, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/ John M. Franck
Name: John M. Franck II
Title: Authorized Person

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
WOMEN & CHILDREN'S HOSPITAL, LLC

This Amended and Restated Limited Liability Company Agreement of Women & Children's Hospital, LLC, is entered into by Galen-Med, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of Women & Children's Hospital, LLC, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company shall be Women & Children's Hospital, LLC (the "Company").
 2. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by the Company is carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act") engaging in any and all activities necessary or incidental to the foregoing.
 3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.
 4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.
 5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.
 6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware.
-

The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President
Ronald Lee Grubbs, Jr.	Vice President
R. Milton Johnson	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Limited Liability Company Agreement on the 29th day of April, 1999.

GALEN-MED, INC.

By: /s/ John M. Franck II
John M. Franck II
Vice President

SCHEDULE A

Member and
Business Address
Galen-Med, Inc.
One Park Plaza
Nashville, Tennessee 37203
Attn: John M. Franck II

Capital
Contribution
The assets contributed to the Company as set forth in a Bill of Sale and
Assignment, effective as of the Effective Time (as defined therein), between
the Member and the Company

Limited Liability
Company Interest
100%

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/09/1998
981431133 — 2964611

CERTIFICATE OF FORMATION

OF

WOODLAND HEIGHTS MEDICAL CENTER, LLC

Under Section 18-201 of the

Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Woodland Heights Medical Center, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/John M. Franck II
Name: John M. Franck II
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:24 PM 02/28/2007
FILED 01:17 PM 02/28/2007
SRV 070251940 — 2964611FILE

CERTIFICATE OF MERGER

OF

GASLIGHT ASC-GP, LLC

INTO

WOODLAND HEIGHTS MEDICAL CENTER, LLC

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act (the "Act"), the undersigned limited liability company submits the following Certificate of Merger for the purpose of effecting a merger under the Act.

1. The name and jurisdiction of formation of each of the constituent entities are as follows:

<u>Name</u>	<u>Type of Entity</u>	<u>Jurisdiction of Formation</u>
Gaslight ASC-GP, LLC	Limited Liability Company	Delaware
Woodland Heights Medical Center, LLC	Limited Liability Company	Delaware

2. An Agreement and Plan of Merger (the "Merger Agreement") has been approved and executed by each of the constituent entities in accordance with the Act.

3. The name of the surviving limited liability company is Woodland Heights Medical Center, LLC ("Woodland").

4. The merger contemplated herein shall be effective as of March 1, 2007 at 12:02 a.m.

5. A copy of the executed Merger Agreement is on file at the office of Woodland, which is 5800 Tennyson Parkway, Plano, Texas 75024.

6. A copy of the Merger Agreement will be furnished by Woodland, upon request and without cost; to any member or person holding an interest in Gaslight ASC-GP, LLC.

Executed as of this 27th day of February, 2007:

WOODLAND HEIGHTS MEDICAL CENTER, LLC, a Delaware limited liability company

By: /s/Rebecca Hurley
Name: Rebecca Hurley
Title: Senior Vice President

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
WOODLAND HEIGHTS MEDICAL CENTER, LLC

This Amended and Restated Limited Liability Company Agreement of Woodland Heights Medical Center, LLC, effective as of April 6, 2005 (this "Agreement"), is entered into by Triad Holdings III, LLC, a Delaware limited liability company, as the sole member of the Company (the "Member").

WHEREAS, the Member desires to amend and restate the Limited Liability Company Agreement of the Company, effective as of November 9, 1998.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. Name. The name of the limited liability company is Woodland Heights Medical Center, LLC (the "Company").
2. Purpose. The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del. C. § 18-101. et. seq.), as amended from time to time (the "Act"), and to engage in any and all activities necessary or incidental to the foregoing.
3. Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Texas 75024, County of Collin, which shall also be the office at which Certificates for Interest of the Company are surrendered.
4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
5. Member and Capital Contribution. The name and the business address of the Member are set forth on Schedule A attached hereto and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company shall be listed in the books and records of the Company. The Officers (hereinafter defined) of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

6. Powers. The Company shall be managed exclusively by the Member (the “Managing Member”). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company’s business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any of the officers of the Managing Member, or by any of the Officers of the Company. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of whom shall have the authority specified below and the authority to execute and deliver on behalf of the Company any documents that such officers deem necessary in furtherance of the purposes of the Company set forth above.

The officers of the Company (each an “Officer”) shall consist of a President, one or more Vice Presidents (who may be designated as Executive or Senior Vice Presidents), a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsels. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby appoints the Officers set forth on Exhibit B hereto; and each person who may previously have been designated as an agent or officer of the Company is hereby removed from such office or designation, except to the extent such person shall have been re-appointed to such office as shown on Exhibit B.

The powers and duties of the Officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President (including Vice Presidents designated as Executive or Senior Vice Presidents) shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company’s funds, cash, securities and other property and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited

moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties that generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties that generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties that generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquirer. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at the Company's principal office. Whenever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated transferee. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a Certificate for Interest, each transferee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee

thereof substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit C or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member, Managers or Officers. Neither the Member, any manager nor any Officer shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. To the fullest extent permitted by the Act the Company shall indemnify and hold harmless each manager, Officer, and the Member and their respective partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons.

15. Certificate(s) for Interest. The interests in the Company of the members shall be evidenced by certificates in the form of Exhibit D hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"); provided, however, that nothing contained herein shall be deemed to affect the validity of any Certificate for Interest that may be outstanding on the date of this Agreement. The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any interests and the assignment of such interests.

16. Amendment. This Agreement may be amended from time to time with the consent of the Member.

17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective for all purposes as of the date first above written.

TRIAD HOLDINGS III, LLC

By: /s/ Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member and
Business Address

Limited Liability
Company Interest

Triad Holdings III, LLC
5800 Tennyson Parkway
Plano, Texas 75024

100%

EXHIBIT B

[List of Officers]

Name:	Title:
James D. Shelton	President
Michael J. Parsons	Executive Vice President
Donald P. Fay	Executive Vice President, General Counsel and Secretary
Daniel J. Moen	Executive Vice President
Burke W. Whitman	Executive Vice President
Christopher A. Holden	Senior Vice President
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
James R. Bedenbaugh	Senior Vice President and Treasurer
Rebecca Hurley	Senior Vice President, Associate General Counsel and Assistant Secretary
James B. Shannon	Vice President
Karen Flinn	Vice President
Robert P. Frutiger	Vice President
Rosland F. McLeod	Vice President and Assistant Secretary
Holly J. McCool	Assistant Treasurer

EXHIBIT C

Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into between ____, ("Assignor") and ____ ("Assignee"), to be effective as of ____.

RECITALS

WHEREAS, Assignor is the sole member in Woodland Heights Medical Center, LLC, a Delaware limited liability company (the "Company"); and

WHEREAS, Assignor desires to transfer and assign its member interest in the Company (the "Member Interest") to Assignee, and Assignee desires to accept the Member Interest.

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Rights, Title and Interests. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to Assignor's Member Interest in the Company.
2. Assumption of Liabilities. As consideration for the transfer of the Member Interest pursuant to Section 1 above, Assignee hereby assumes all the liabilities and obligations of Assignor relating to the Member Interest, and accepts and agrees to be bound by the provisions of the Amended and Restated Limited Liability Company Agreement of the Company, dated effective as of April 6, 2005, as such may be amended, restated or supplemented from time to time.
3. Deliveries. Each of Assignor and Assignee agrees, at any time and from time to time, upon the request of the other party, to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all further documents necessary or desirable to effect and complete the transactions contemplated by this Agreement.
4. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters provided for herein, and supercedes any previous agreements and understandings between the parties with respect to the subject matter of this Agreement.
5. Amendments. Any amendment to or waiver of any provision of this Agreement shall be in writing and executed by both parties hereto and their respective successors and assigns.
6. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together shall constitute one and the same instrument.

8. Third Party Beneficiaries. This Agreement does not, and may not be deemed to, confer any right or remedy upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

Assignor:

Assignee:

EXHIBIT D

Form of Certificate for Interest

CERTIFICATE FOR INTEREST

IN

WOODLAND HEIGHTS MEDICAL CENTER, LLC

No. ____ [Date]

Woodland Heights Medical Center, LLC, a Delaware limited liability company (the "Company"), hereby certifies that (the "Holder") is the registered holder of 100% of the membership interests in the Company, which membership interests are represented by this Certificate. The rights and limitations of the membership interests evidenced hereby are set forth in the Amended and Restated Limited Liability Company Agreement of the Company dated effective as of April 6, 2005, as amended from time to time (the "LLC Agreement"), the terms of which are incorporated herein by reference. Defined terms not otherwise defined herein shall have the meanings assigned to them in the LLC Agreement. Copies of the LLC Agreement are on file in the principal offices of the Company at 5800 Tennyson Parkway, Plano, Texas 75024.

The Holder, by accepting this Certificate, is deemed to have agreed to comply with and be bound by the limitations of the membership interests evidenced hereby, as provided in the LLC Agreement.

The membership interests of the Holder in the Company are transferable only in accordance with the LLC Agreement. This Certificate must, in the event of a transfer of all or any portion of the membership interests in the Company, be surrendered to the Company for cancellation, whereupon a replacement Certificate(s) will be issued to the transferee, in accordance with the provisions of the LLC Agreement.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the undersigned has caused this Certificate for Interest to be executed on the date first above written

WOODLAND HEIGHTS MEDICAL CENTER, LLC

By _____

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:13 AM 07/30/2003
FILED 09:13 AM 07/30/2003
SRV 030496350 — 2964411 FILE

SECOND AMENDED AND RESTATED

CERTIFICATE OF FORMATION

OF

TRI-SHELL 28 LLC

Under Section 18-208 of the
Delaware Limited Liability Company Act

This Second Amended and Restated Certificate of Formation of Tri-Shell 28 LLC (the “Company”) has been duly executed and is being filed by the undersigned, us an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to again amend and restate the Amended and Restated Certificate of Formation (the “Certificate of Formation”) of the Company, which was filed on October 2, 2002 with the Secretary of State of Delaware.

1. The original name of the Company was Ledger, LLC and its Original Certificate of Formation was filed November 9, 1998.
2. The name of the Company was subsequently changed to Tri-Shell 28 LLC pursuant to the Amended and Restated Certificate of Formation filed October 2, 2002.
3. The Certificate of Formation is hereby again amended and restated in its entirety to read as follows:

“FIRST: The name of the Company is Woodward Health System, LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.”

IN WITNESS WHEREOF, the undersigned has executed this Second Amended and Restated Certificate of Formation as of July 29, 2003.

By: /s/Donald P. Fay
Donald P. Fay
Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
LEDGER, LLC

This Limited Liability Company Agreement of Ledger, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Triad Hospitals, Inc., as the sole member of the Company (the "Member").

WHEREAS, the Company was formed as a Delaware limited liability company on October 30, 1998 pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the "Act"); and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. **Formation.** The Company has been formed and established as a Delaware limited liability company by the filing of a Certificate of Formation, pursuant to the Act (the "Certificate") with the Secretary of State of the State of Delaware. The Member hereby ratifies, confirms and approves in all respects the actions taken in organizing the Company, including, without limitation, the preparation and filing with the Secretary of State of the State of Delaware of the Certificate (and any amendments and/or restatements thereof), any other certificates (and any amendments and/or restatements thereof) necessary with respect to qualification of the Company to do business.
 2. **Name.** The name of the limited liability company pursuant to an Amended Certificate is Ledger, LLC (the "Company").
 3. **Purpose.** The purpose of, and the nature of the business to be conducted and promoted by the Company is, to carry on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental to the foregoing.
 4. **Registered Office.** The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
 5. **Registered Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.
 6. **Member and Capital Contribution.** The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and
-

records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

7. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member hereby designates Donald P. Fay, Hallie K. Ziesmer and any person the Member may designate from time to time as an authorized person, within the meaning of the Act, to execute, deliver and file the Amended and Restated Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business, including, without limitation, amending the name of the Company to Tri-Shell 28 LLC. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Donald P. Fay	Executive Vice President and Secretary
Robert P. Frutiger	Vice President
Michael Silhol	Vice President
Burke W. Whitman	Executive Vice President and Treasurer

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

8. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

11. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.
12. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.
13. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.
14. Liability of Member, Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.
15. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.
16. Certificate(s) of Interest. Interest in the Company shall be represented by certificate(s) issued by the Company, shall be deemed "securities" within the meaning of Section 8-102 of Article 8 of the Delaware Uniform Commercial Code and shall be governed by Article 8 of the Uniform Commercial Code.
17. Amendment. This Agreement may be amended from time to time with the consent of the Member.
18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 2nd day of October 2002.

TRIAD HOSPITALS, INC.

By: /s/Donald P. Fay
Donald P. Fay
Executive Vice President

SCHEDULE A

Member and Business Address
Triad Hospitals, Inc.
13455 Noel Road, 20th Floor
Dallas, Texas 75240
Attn: Donald P. Fay

Capital Contribution
\$1.00

Limited Liability Company
Interest
100%

ARTICLES OF INCORPORATION
OF
QHG GEORGIA HOLDINGS, INC.

The undersigned, being an individual, does hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing a corporation for profit, pursuant to the provisions of the Georgia Business Corporation Code.

I. The name of the corporation (hereinafter called the "Corporation") is QHG Georgia Holdings, Inc.

II. The number of shares which the Corporation is authorized to issue is One Thousand (1,000) shares of common stock, par value of \$1.00 each.

III. The street address of the initial registered office of the Corporation is 3761 Venture Drive, Suite 260, Gwinnett County, Duluth, GA 30096.

The name of the initial registered agent of the Corporation at the said registered office is HIQ Corporate Services, Inc.

IV. The name and address of the incorporator are:

NAME	ADDRESS
Gayle Jenkins	103 Continental Place Brentwood, TN 37027

V. The mailing address of the initial principal office of the Corporation is: 103 Continental Place, Brentwood, TN 37027.

VI. The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the provisions of the Georgia Business Corporation Code, as the same may be amended and supplemented.

VII. The duration of the Corporation shall be perpetual.

Signed on 4/21/98

/s/Gayle Jenkins
Gayle Jenkins
Incorporator

PARANET CORPORATION SERVICES, INC.
3761 Venture Drive, Suite 260
Duluth, Georgia 30096
770-497-9977 800-277-9977
Fax: 800-815-0477

April 22, 1998

Secretary of State
Corporations Division
2 Martin Luther King Jr. Dr., Ste 315
Atlanta, Georgia 30334

RE: QHG GEORGIA HOLDINGS, INC.

Dear Pam/Vanessa:

To effectuate the filing of Articles of Incorporation on an EXPEDITED BASIS, we deliver to you the following documents:

1. An original plus one copy of the Articles
2. Transmittal information form
3. A check for \$160.00

If there are any questions or problems with the filing, please contact me. Thank you for your assistance in this matter.

Very truly yours,

/s/Vicki Jackson
Vicki Jackson

CORPORATIONS DIVISIONS
Suite 315, West Tower
2 Martin Luther King Jr., Drive
Atlanta, Georgia 30334-1530
(404) 657-1375

TRANSMITTAL INFORMATION FOR GEORGIA
PROFIT OR NONPROFIT CORPORATIONS

DO NOT WRITE IN SHADED AREA — SOS USE ONLY

DOCKET # 981120700
Docket Code 311
Date Filed 4/22/98
Jurisdiction (County)
Examiner 45

PENDING CONTROL # P226149
Corporation Type DP
Amount Received \$160
Code Cobb County 67

CONTROL # 9815327

Date Completed:

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM. INSTRUCTIONS ARE ON THE BACK OF THIS FORM.

1. 981110543

Corporate Name Reservation Number

QHG Georgia Holdings, Inc

Corporate Name (exactly as
appears on name reservation)

2. Gayle Jenkins

615/371-7979

Applicant/Attorney

Telephone Number

103 Continental Place

Address

Brentwood

TN

37027

City

State

Zip Code

3. NOTICE: THIS FORM DOES NOT REPLACE THE ARTICLES OF INCORPORATION. MAIL OR DELIVER DOCUMENTS AND THE SECRETARY OF STATE FILING FEE TO THE ABOVE ADDRESS. DOCUMENTS SHOULD BE SUBMITTED IN THE FOLLOWING ORDER. (A COVER LETTER IS NOT REQUIRED.)

1. FORM 227 — TRANSMITTAL FORM (ATTACH SECRETARY OF STATE FILING FEE OF \$60.00 TO THIS FORM) FEES ARE NON-REFUNDABLE.

2. ORIGINAL ARTICLES OF INCORPORATION

3. ONE COPY OF ARTICLES OF INCORPORATION

I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of Incorporation or a Notice of Intent to Incorporate with a publishing fee of \$40.00 has been or will be mailed or delivered to the authorized newspaper as required by law.

/s/ Gayle Jenkins

April 21, 1998

Authorized Signature

Date

BYLAWS
QHG GEORGIA HOLDINGS, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of Georgia as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Georgia.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Georgia which may be designated either by the Board of Directors or by the written consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place , in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of three directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered,

debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by

mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of

Directors with or without cause, when in the judgment of the Board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VII Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders

or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

CONTROL NUMBER : 9815977
EFFECTIVE DATE : 04/28/1998
COUNTY : GWINNETT
REFERENCE : 0045
PRINT DATE : 04/28/1998
FORM NUMBER : 327

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

PARANET CORPORATION SERVICES INC.
KATHY SLAYMAN
3761 VENTURE DRIVE, STE 260
DULUTH, GA 30096

CERTIFICATE OF LIMITED PARTNERSHIP FILING

I, Lewis A. Massey, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that the domestic limited partnership

QHG GEORGIA, LP

A DOMESTIC LIMITED PARTNERSHIP

has filed, as of the effective date stated above, its Certificate of Limited Partnership with the Secretary of State and has paid all fees as required by Title i4 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

/s/ Lewis A. Massey
Lewis A. Massey
Secretary of State

ATTACHMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
GEORGIA LIMITED PARTNERSHIP
TRANSMITTAL FORM
FOR
QHG GEORGIA, LP

Item 5 — Name and Business Address of Sole General Partner

QHG Georgia Holdings, Inc.
3761 Venture Drive, Suite 260
Duluth, Georgia 30096

CERTIFICATE OF LIMITED PARTNERSHIP
OF
QHG GEORGIA, LP

To the Secretary of State
State of Georgia

The undersigned general partner, pursuant to Section 14-9-201 of the Georgia Revised Uniform Limited Partnership Act, desiring to form a limited partnership under the laws of the State of Georgia, hereby certify that:

FIRST: The name of the limited partnership is QHG Georgia, LP

SECOND: The address of the registered office is 3761 Venture Drive, Suite 260, Duluth, Georgia 30096 and the name and address of the initial agent for service of process required to be maintained by Section 14-9-104 are Parant Corporation Services, Inc., 3761 Venture Drive, Suite 260, Duluth, Georgia 30096.

THIRD: The name and business address of the sole general partner is:

<u>NAME</u>	<u>BUSINESS ADDRESS</u>
QHG Georgia Holdings, Inc.	3761 Venture Drive, Suite 260 Duluth, Georgia 30096

FOURTH: The undersigned constitutes the sole general partner of the limited partnership named herein.

Executed on this 27th day of April 1998.

QHG GEORGIA HOLDINGS, INC.,
sole General Partner

By: /s/ Gayle Jenkins
Title: Assistant Secretary

CORPORATION SERVICES, INC.
3761 VENTURE DRIVE, SUITE 260
DULUTH, GEORGIA 30096

TELEPHONE:

770-497-9977
800-277-9977

FACSIMILE:

770-813-0477
800-815-0477

ATLANTA NATIONAL SERVICE CENTER

April 28, 1998

RE: QHG GEORGIA, LP

Ms. Pam Neal
Secretary of State
Corporation Division
2 Martin Luther King, Jr. Dr.
Atlanta, Ga. 30334

Dear Pam:

I enclose the above Limited Partnership in duplicate for filing in your office. You are currently holding a request for one Certified Copy and one Good Standing for the attached. I have attached an extra copy of the documents for you to certify (hoping to save you some time). My check in payment of \$160.00 is attached.

Let me know if there is a problem. Thor, our courier will be returning all documents dropped off this morning and what ever is available this afternoon.

Very truly yours,

/s/Kathy L. Slayman
Vice President

/ks
Encl.

OFFICE OF SECRETARY OF STATE
CORPORATION DIVISION
Suite 315, West Tower, 2
Martin Luther King Jr.,
Drive
Atlanta, Georgia 30334-1530
(404) 656-2817
Registered agent, officer,
entity status information
on the internet
<http://www.sos.state.ga.us>

CATHY COX
Assistant Secretary
of State-Operations
WARREN H. RARY
Director

DO NOT WRITE IN
SHADED AREA • SOS
USE OILY

CERTIFICATE OF LIMITED
PARTNERSHIP
GEORGIA LIMITED PARTNERSHIP
TRANSMITTAL FORM

[Shaded Area — Unreadable]

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.

(INSTRUCTIONS ARE ON BACK OF THIS FORM)

1. Limited Partnership Name Reservation Number

QHG Georgia, LP

Limited Partnership Name

2. Gayle Jenkins (615) 371-4791

Applicant/Attorney Telephone Number

c / o Quorum Health Group, Inc., 103 Continental Place

Address

Brentwood	TN	37027
City	State	Zip Code

3. 3761 Venture Drive, Suite 260

Principal Office Mailing Address

Duluth GA 30096
City State Zip Code

4. Parant Corporation Services, Inc.

Name of Registered Agent in Georgia

3761 Venture Drive, Suite 260

Registered Office Street Address in Georgia

Duluth Gwinnett GA 30096
City County State Zip Code

5. Attach list of Names and Business Addresses of each General Partner. SEE ATTACHMENT

6. For Limited Partnerships formed prior to July 1, 1988 ONLY:

Date Formed: County: Book No: Page No:

7. NOTICE: THIS FORM DOES NOT REPLACE THE CERTIFICATE OF LIMITED PARTNERSHIP REQUIRED BY TITLE 14 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED. Mail or deliver this Transmittal Form, the original and one copy of the Certificate of Limited Partnership, and the Secretary of State Filing fee of \$60.00 to the Secretary of State at the above address.

I understand that the information on this form will be entered in the Secretary of State business entity database, and I verify that the above information is true and correct to the best of my knowledge.

/s/ Gayle Jenkins 4/27/98

Authorized Signature Date

FILING FEES ARE NON — REFUNDABLE

AGREEMENT OF LIMITED PARTNERSHIP
OF
QHG GEORGIA, LP

The undersigned, desiring to form a limited partnership pursuant to the provisions of the Georgia Revised Uniform Limited Partnership Act (the "Uniform Act"), certify as follows:

1. Partnership Name. The name of the limited partnership is QHG Georgia, LP (the "Partnership").
 2. Purpose. The purpose of the Partnership is to enter or participate in the ownership and operation of healthcare delivery systems as may be identified and directed by the General Partner of the Partnership. The Partnership shall have the authority to do all things necessary or desirable to accomplish its purpose and to operate its business as described. This Agreement shall not be construed to create a partnership relationship among the partners with respect to any activities other than those specified in this Section 2. The Partnership shall not be required to engage in all activities permitted by or specified in this Section 2, and shall begin business upon engaging in any portion or phase of any such activity.
 3. Principal Office. The principal office of the Partnership is located at 3761 Venture Drive, Suite 260, Duluth, Georgia 30096.
 4. Registered Office and Agent. The registered office of the Partnership in the State of Georgia will be at such place as the General Partner may designate from time to time. The registered agent for service of process on the Partnership in the State of Georgia or any other jurisdiction shall be such person or persons as the General Partner may designate from time to time. The initial registered office of the Partnership in the State of Georgia is located at 3761 Venture Drive, Suite 260, Duluth, Georgia 30096, and its initial registered agent in the State of Georgia at that address is Parant Corporation Services, Inc.
 5. Initial Partners. The name and address of each partner in the Partnership is as follows:
 - (a) General Partner:
QHG Georgia Holdings, Inc., a Georgia corporation
c/o Legal Department
103 Continental Place
Brentwood, Tennessee 37027
 - (b) Original Limited Partner:
NC-DSH, Inc., a Nevada corporation
1325 Airmotive Way, Suite 130
Reno, NV 89502
 6. Date of Activation. The Partnership shall be organized on the date its Certificate of Limited Partnership is filed in the office of the Secretary of State of Georgia, and the Partnership shall continue unless terminated as provided in this Agreement or in the Uniform Act.
-

7. Capital Contributions. The capital contributed to the Partnership by the General Partner and the Original Limited Partner is as follows: QHG Georgia Holdings, Inc., a Georgia corporation, as General Partner, shall convey its 4% membership interest it owns in Macon Healthcare LLC, a Delaware limited liability company; and NC-DSH, Inc., a Nevada corporation, as Original Limited Partner, shall contribute its 37.6% interest it owns in Macon Healthcare LLC, a Delaware limited liability company.

8. General Partner's General Partnership Interests. QHG Georgia Holdings, Inc. shall own a general partnership interest equal to one percent (1%) of total capital contributions.

9. Assignment by Limited Partners. A Limited Partner shall have the right to substitute an assignee in his place only upon written consent of the General Partner and compliance with the provisions of this Agreement and the Uniform Act.

10. No Priority: Rights to Property. No Limited Partner shall have the right to priority over any other Limited Partner as to contributions or as to compensation by way of income. No Limited Partner shall have any right to demand and receive property other than cash in return for his or her contribution to the Partnership.

11. Authority of General Partner. No person conducting business with the Partnership shall be required to determine the authority of the General Partner to act for and on behalf of the Partnership, or to determine any facts or circumstances bearing upon the existence of such authority, including the securing of any necessary consent or approval of the Original Limited Partner or the Limited Partners. The General Partner is expressly authorized to execute and deliver for and on behalf of the Partnership all contracts, agreements and commitments relating to the business and expressed purpose of the Partnership, and said contracts, agreements and commitments shall be binding upon the Partnership.

The General Partner may borrow, and authorize the borrowing of, money required for the business of the Partnership from any person, including its affiliates, and may secure the repayment of such loans by executing promissory notes, deeds of trust or by pledging or otherwise encumbering or granting security interests in all or any portion of the assets owned by the Partnership.

12. Exculpation of General Partner. No act or omission by the Partnership or the General Partner (except gross negligence, intentional misconduct, or for any transaction for which a Partner received a personal benefit in violation or breach of any provision of this Agreement) shall ever subject the General Partner or its affiliates to any liability to the Partnership or any Partner. No shareholder, officer, director, employee, agent or associate of the General Partner shall have any liability to the Partnership or to any Partner in connection with the Partnership. The Partnership shall indemnify and hold harmless the General Partner and all shareholders, officers, directors, employees or agents of the General Partner to the fullest extent allowed under the Uniform Act.

13. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meaning given them in Title 14, Chapter 9, Article 1 of the Uniform Act.

Dated as of the 1st day of May, 1998.

GENERAL PARTNER:

QHG GEORGIA HOLDINGS, INC.,
a Georgia corporation

By: /s/ William L. Anderson
William L. Anderson
President

ORIGINAL LIMITED PARTNER:

NC-DSH, INC.,
a Nevada corporation

By: /s/ [unreadable]
Title: President

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF INCORPORATION
OF
FRANKFORT HEALTH PARTNER, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Business Corporation Law, as amended.

NOW, THEREFORE, I hereby issue to such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin March 03, 1997.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Third day of March, 1997.

ARTICLES OF INCORPORATION

1997030055

State Form 4159 (R9 / 9-93)

Approved by State Board of Accountants 1992

Secretary of State

Corporations Division

302 W. Washington St., Rm. E018

Indianapolis, IN 46204

Telephone: (317) 232-6576

Indiana Code 23-1-21-2

FILING FEE: \$90.00

INSTRUCTIONS: Use 8 1/2 x 11 inch white paper for inserts.

Filing requirements — present original and one copy to the address in the upper right corner of this form.

ARTICLES OF INCORPORATION

Indicate the appropriate act

The undersigned, desiring to form a corporation (herein after referred to as "Corporation") pursuant to the Provisions of:

Indiana Business Corporation Law Indiana Professional Corporation Act 1983

As amended, executes the following Articles of Incorporation:

ARTICLE I — NAME

Name of Corporation

Frankfort Health Partner, Inc.

(the name must contain the word "Corporation", "Incorporated", "Limited" "Company" or an abbreviation of one of these words.)

ARTICLE II — REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the Corporation's Registered Agent and Registered Office for service of process are:

Name of Registered Agent

Corporation Service Company

Address of Registered Office (street or building)

251 East Ohio St., Suite 500

Indianapolis, Indiana 46204

Principal Office: The post office address of the principal office of the Corporation is:

Post office address

103 Continental Place, c/o Legal Dept.

Brentwood, TN 37027

ARTICLE III — AUTHORIZED SHARES

Number of shares: 1,000

If there is more than one class of shares, shares with rights and preferences, list such information on "Exhibit A."

ARTICLE IV — INCORPORATORS

[the name(s) and address(es) of the incorporators of the corporation]

<u>NAME</u>	<u>NUMBER AND STREET OR BUILDING</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP CODE</u>
Gayle Jenkins	103 Continental Place	Brentwood	TN	37027

In Witness Whereof the undersigned being all the incorporators of said corporation execute these Articles of Incorporation and verify, subject to penalties of perjury, that the statements contained herein are true.

this 28th day of February, 1997.

Signature	Printed name
/s/ Gayle Jenkins	Gayle Jenkins

Signature	Printed name
-----------	--------------

Signature	Printed name
-----------	--------------

This instrument was prepared by: (name)
Janet Marzullo, Paralegal

Address (number, street, city and state)	ZIP code
103 Continental Place, Brentwood, TN	37027

BYLAWS

FRANKFORT HEALTH PARTNER, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of Indiana as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Indiana.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Indiana which may be designated either by the Board of Directors or by the

written consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be

sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1 Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of three directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or

noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Sections 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facility

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory Board. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or

for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons-signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

CERTIFICATE OF LIMITED PARTNERSHIP
OF
IOM HEALTH SYSTEM, L.P.

Pursuant to the provisions of the Indiana Revised Uniform Limited Partnership Act, including Indiana Code Annotated (“I.C.”) Section 23-16-3-2, the undersigned General Partner hereby executes this Certificate of Limited Partnership:

1. The name of the limited partnership is: IOM Health System, L.P.
 2. The address of the office at which the records required by I.C. Section 23-16-2-3 (a) to be kept is: 155 Franklin Road, Suite 190, Brentwood, Tennessee 37027.
 3. The name and address of the agent for service of process, as required to be maintained by I.C. Section 23-16-2-3 (b), are:
 - (a) Registered Agent: QHG of Indiana, Inc.
 - (b) Registered Office: 7950 West Jefferson Blvd.
Fort Wayne, Indiana 46804-1677
 4. The name and business address of the sole general partner is:
QHG of Indiana, Inc.
7950 West Jefferson Blvd.
Fort Wayne, Indiana 46804-1677
 5. The latest date upon which the limited partnership is to dissolve is: December 31, 2025.
 6. This Certificate of Limited Partnership shall be effective upon filing with the Indiana Secretary of State.
- This Certificate of Limited Partnership has been executed on this 21st day of September, 1995.

IOM HEALTH SYSTEM, L.P.

By: QHG of Indiana, Inc.,
an Indiana corporation,
its General Partner

By: /s/ Christy F. Bratts
Christy F. Bratts
Vice President

CERTIFICATE OF ASSUMED BUSINESS NAME

for persons (sole proprietorships, associations, or general partnerships) engaged in business under a name other than their own (DBA)

STATE OF INDIANA, COUNTY OF Allen

NAME OF BUSINESS: IOM HEALTH SYSTEM, L.P.
d/b/a Lutheran Hospital of Indiana

NATURE OF BUSINESS: c/o Legal Dept, 155 Franklin Rd, Suite 190, Brentwood, TN 37027

PRINTED NAMES AND RESIDENCES OF MEMBERS OF BUSINESS: QHG of Indiana, Inc (Sole General Partner) ; 155 Franklin Road, Suite 190, Brentwood, TN 37027

FORM PREPARED BY: Janet Marzullo, Paralegal

SECTION TO BE COMPLETED BY/IN PRESENCE OF NOTARY PUBLIC

I hereby certify that I have personal knowledge of the facts stated above and that each of them are true.

<u>/s/ Gayle Jenkins</u> Member's Signature	<u>Gayle Jenkins</u> Printed Name	IOM Health System, L.P. By: QHG of Indiana, Inc. By: Gayle Jenkins <u>Asst. Sec.</u> Capacity
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Subscribed and sworn to before me this 22nd day of November, 1995 .

<u>/s/ Connie J. Bruser</u> Signature of Notary	<u>Connie J. Bruser</u> Printed Name	<u>Williamson</u> County of Residence
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(Notaries only) my commission expires 9/27/99

Filed on Nov 22, 1995, Virginia L. Young, Recorder

REC001,8/94

CERTIFICATE OF ASSUMED BUSINESS NAME

(All Corporations)

State Form 30353 (R7 / 4-95)

State Board of Accounts Approved 1995 LP95090037

INSTRUCTIONS:

This certificate must first be recorded in the office of County Recorder of each county in which a place of business or office is located

A copy of the certificate certified by the County Recorder must be filed with the Secretary of State

Please TYPE or PRINT

Indiana Code 23-15-1-1, et seq.

FILING FEES PER CERTIFICATE:

For-Profit Corporation, Limited Liability

Company, Limited Partnership \$30.00

Not-For-Profit Corporation \$26.00

Certificate — Additional \$15.00

1. Name of Corporation

IOM Health System, L.P.

2. Date of incorporation / admission

September 21, 1995

3. Principal office address of the Corporation (street address)

103 Continental Place / c/o Legal Dept.

City, state and Zip code

Brentwood, TN 37027

4. Assumed business name(s)

Auburn Medical and Industrial Clinic

5. Address at which the Corporation will do business under assumed business name (street address)

7950 W. Jefferson Boulevard

City, state and ZIP code

Fort Wayne, Indiana 46804

6. Signature

/s/ Gayle Jenkins

7. Printed name

Gayle Jenkins

STATE OF Tennessee
COUNTY OF Williamson

SS:

Subscribed and sworn or attested to before me, this 26th day of September, 1997.
/s/ Gail H. McKinnon

Notary Public
Gail H. McKinnon

My Notarial Commission Expires:
7/22/2000

My County of Residence is:
Williamson

I, Virginia L. Young, Recorder of Allen County, State of Indiana, certify that the foregoing is a true copy of the Certificate of Assumed Business Name recorded in my office on the 29th day of September 1997.

Recorder Signature
/s/ Virginia L. Young

This instrument was prepared by:
Gail H. McKinnon

INSTRUCTIONS:

This certificate must first be recorded in the office of County Recorder of each county in which a place of business or office is located

A copy of the certificate certified by the County Recorder must be filed with the Secretary of State

Please TYPE or PRINT

FILING FEES PER CERTIFICATE:

For-Profit Corporation, Limited Liability

Company, Limited Partnership \$30.00

Not-For-Profit Corporation \$26.00

Certificate — Additional \$15.00

1. Name of Corporation

IOM Health System, L.P.

2. Date of incorporation / admission

September 21, 1995

3. Principal office address of the Corporation (street address)

103 Continental Place / c/o Legal Dept.

City, state and Zip code

Brentwood, TN 37027

4. Assumed business name(s)

Lutheran Health Network

5. Address at which the Corporation will do business under assumed business name (street address)

7950 W. Jefferson Blvd.

City, state and ZIP code Fort Wayne, IN 46804

6. Signature

/s/ Gayle Jenkins

7. Printed name

Gayle Jenkins

STATE OF Tennessee

SS:

COUNTY OF Williamson

Subscribed and sworn or a attested to before me, this 7th day of December, 1998.

/s/ Ann M. Myers
Notary Public
7-27-2002

My Notarial Commission Expires:

My County of Residence is:
Williamson

I, Virginia L. Young, Recorder of Allen County, State of Indiana, certify that the foregoing is a true is a true copy of the Certificate of Assumed Business Name recorded in my office on the 11th day of December 1998.

Recorder Signature
/s/ Virginia L. Young

This instrument was prepared by:
Gail H. McKinnon, Paralegal

State of Indiana
Office of the Secretary of State

CERTIFICATE OF ASSUMED BUSINESS NAME

of
IOM HEALTH SYSTEM, L.P.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Certificate of Assumed Business Name of the above Domestic Limited Partnership (LP) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Revised Uniform Limited Partnership Act.

Following said transaction the entity named above will be doing business under the assumed business name(s) of:

LUTHERAN HEART CENTER

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, October 18, 2000.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 18, 2000.

/s/ Sue Anne Gilroy
Sue Anne Gilroy
SECRETARY OF STATE

CERTIFICATE OF ASSUMED BUSINESS NAME
(All Corporations)
State Form 30353 (R8 / 9-97)
State Board of Accounts Approved 1995

LP95090037

INSTRUCTIONS:

This certificate must also be recorded in the office of County Recorder of each county in which a place of business or office is located

FEES ARE PER ASSUMED NAME. Please make check or money order payable to: Indiana Secretary of State

Please TYPE or PRINT

Indiana Code 23-15-1-1, et seq.

FILING FEES PER CERTIFICATE:

For-Profit Corporation, Limited Liability
Company, Limited Partnership \$30.00
Not-For-Profit Corporation \$26.00
Certificate — Additional \$15.00

1. Name of Corporation

IOM Health System, L.P.

2. Date of incorporation / admission

9/21/95

3. Principal office address of the Corporation (street address)

7950 West Jefferson Blvd.

City, state and Zip code

Fort Wayne, IN 46804

4. Assumed business name(s)

Lutheran Heart Center

5. Principal office address of the Corporation, LLC, LP (street address)

103 Continental Place, c/o Legal Dept

City, state and ZIP code

Brentwood, TN 37027

6. Signature

/s/ Gayle Jenkins

7. Printed name

Gayle Jenkins, Assistant Secretary

STATE OF Tennessee

SS:

COUNTY OF Williamson

Subscribed and sworn or a attested to before me, this 10th day of October, 2000.

Notary Public
/s/ Ann M. Myers

My County of Residence is:
Williamson

My Notarial Commission Expires:
7-27-2002

This instrument was prepared by:
Gail H. McKinnon, Paralegal

State of Indiana
Office of the Secretary of State

CERTIFICATE OF AMENDMENT
of
IOM HEALTH SYSTEM, L.P.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Certificate of Amendment of Limited Partnership of the above Domestic Limited Partnership (LP) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Revised Uniform Limited Partnership Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, December 14, 2001.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 14, 2001.

/s/ Sue Anne Gilroy
SUE ANNE GILROY
SECRETARY OF STATE

CERTIFICATE OF AMENDMENT

TO THE

CERTIFICATE OF LIMITED PARTNERSHIP

To the Secretary of State

State of Indiana

The undersigned, on behalf of the limited partnership named below, hereby certifies that:

1. The name of the limited partnership is IOM HEALTH SYSTEM, L. P.
2. The date on which the initial Certificate of Limited Partnership was filed is 09/26/1995
3. The statement in the Certificate of Limited Partnership referring to the name and address of the registered is hereby amended to read as follows:

The name and address of the registered agent for the Limited Partnership is

CORPORATION SERVICE COMPANY

251 EAST OHIO STREET

SUITE 500

INDIANAPOLIS, IN 46204

4. This certificate is effective on

Signed on Nov. 20, 2001.

/s/ [unreadable], Vice President + Asst Secretary

QHG of Indiana, Inc.

General Partner

AGREEMENT OF LIMITED PARTNERSHIP OF
IOM HEALTH SYSTEM, LP.

The undersigned, desiring to form a limited partnership pursuant to the provisions of the Indiana Revised Uniform Limited Partnership Act (the "Uniform Act"), certify as follows:

- 1. Partnership Name. The name of the limited partnership is IOM Health System, L.P. (the "Partnership").
- 2. Purpose. The purpose of the Partnership is to own, operate, mortgage and sell certain assets and properties, as may be identified by the General Partner of the Partnership, including Lutheran Hospital of Indiana in Fort Wayne, Indiana and certain related assets. The Partnership shall have the authority to do all things necessary, convenient or advisable to accomplish its purpose and to operate its business as described. This Agreement shall not be construed to create a partnership relationship among the partners with respect to any activities other than those specified in this Section 2. The Partnership shall not be required to engage in all activities permitted by or specified in this Section 2, and shall begin business upon engaging in any portion or phase of any such activity.
- 3. Principal Office. The principal office of the Partnership is located at 155 Franklin Road, Suite 190, Brentwood, Tennessee 37027. The Partnership also maintains an office at 7950 West Jefferson Boulevard, Fort Wayne, Indiana 46804-1672.
- 4. Registered Office and Agent. The registered office of the Partnership in the State of Indiana will be at such place as the General Partner may designate from time to time. The registered agent for service of process on the Partnership in the State of Indiana or any other jurisdiction shall be such person or persons as the General Partner may designate from time to time. The initial registered office of the Partnership in the State of Indiana is located at 7950 West Jefferson Boulevard, Fort Wayne, Indiana 46804-1672, and its initial registered agent in the State of Indiana at that address is QHG of Indiana, Inc.
- 5. Initial Partners. The name and address of each partner interested in the Partnership is as follows:

(a) General Partner

Name	Address
QHG of Indiana, Inc., an Indiana corporation	c/o Quorum Health Group, Inc. 155 Franklin Road Suite 190 Brentwood, Tennessee 37027

(b) Original Limited Partners



QHG of Fort Wayne, Inc.,
an Indiana corporation

c/o Quorum Health Group, Inc.
155 Franklin Road, Suite 190
Brentwood, Tennessee 37027

QHG of Indiana, Inc.,
an Indiana corporation

c/o Quorum Health Group, Inc.
155 Franklin Road, Suite 190
Brentwood, Tennessee 37027

6. Date of Activation. The Partnership shall be organized on the date its Certificate of Limited Partnership is filed in the office of the Secretary of State of Indiana, and the Partnership shall continue until the close of business on December 31, 2025, unless terminated prior to such date as provided in this Agreement or in the Uniform Act.

7. Capital Contributions. The capital contributed to the Partnership by the General Partner and the Original Limited Partner is as follows:

(a)	General Partner QHG of Indiana, Inc., an Indiana corporation	Cash	-0-	Other Property \$ 1,600,644	Debt Assumed \$ 1,232,487	Total \$ 368,157
(b)	General Partner QHG of Fort Wayne, Inc., an Indiana corporation	Cash	\$ 368,157	Other Property \$ -0-	Debt Assumed -0-	Total \$ 368,157
	QHG of Indiana, Inc., an Indiana corporation		\$ -0-	\$ 158,463,745	\$ 122,384,449	\$ 36,079,296

9. Withdrawal of Original Limited Partner. Upon the admission to the Partnership of one or more additional Limited Partners, the capital contribution of QHG of Fort Wayne, Inc. (the "Original Limited Partner") shall, at the election of the Original Limited Partner, be returned to it in exchange for and in complete liquidation of its limited partnership interest. Such liquidation shall occur automatically upon the admission of any additional Limited Partner, and the election of the Original Limited Partner and the Original Limited Partner shall immediately cease to be a Limited Partner in the Partnership. Upon such election, the Original Limited Partner shall not participate in the Partnership's profits, losses or other items of income or loss, and shall receive no distribution whatsoever from the Partnership (other than in liquidation of its interest).

10. Assignment by Limited Partners. A Limited Partner shall have the right to substitute an assignee in his place only upon written consent of the General Partner and compliance with the provisions of this Agreement and the Uniform Act.

11. No Priority: Rights to Property. No Limited Partner shall have the right to priority over any other Limited Partner as to contributions or as to compensation by way of income. No limited partner shall have any right to demand and receive property other than cash in return for his or her contribution to the Partnership.

12. Offering of Limited Partnership interests. The Partnership plans to offer units of limited partnership interest to a limited number of qualified investors pursuant to the provisions of a Confidential Private Placement Memorandum in accordance with Regulation D promulgated under the Securities Act of 1933, as amended, and applicable "Blue Sky" rules promulgated by the Secretary of State of Indiana. The General Partner may, in its sole discretion, close such offering at any time and admit subscribing investors to the Partnership as additional Limited Partners pursuant to an Amended and Restated Agreement of Limited Partnership and the Uniform Act.

13. Authority of General Partner. No person conducting business with the Partnership shall be required to determine the authority of the General Partner to act for and on behalf of the Partnership, or to determine any facts or circumstances bearing upon the existence of such authority, including the securing of any necessary consent or approval of the Original Limited Partner or the Limited Partners. The General Partner is expressly authorized to execute and deliver for and on behalf of the Partnership all contracts, agreements and commitments relating to the business and expressed purpose of the Partnership, and said contracts, agreements and commitments shall be binding upon the Partnership.

The General Partner may borrow, and authorize the borrowing of, money required for the business of the Partnership from any person, including its affiliates, and may secure the repayment of such loans by executing promissory notes, deeds of trust or by pledging or otherwise encumbering or granting security interests in all or any portion of the assets owned by the Partnership.

14. Exculpation of General Partner. No act or omission by the Partnership or the General Partner, except gross negligence or willful misconduct, shall ever subject the General Partner or its affiliates to any liability to the Partnership or any Partner. No shareholder, officer, director, employee, agent or associate of the General Partner shall have any liability to the Partnership or to any Partner in connection with the Partnership. The Partnership shall indemnify and hold harmless the General Partner and all shareholders, officers, directors, employees or agents of the General Partner to the fullest extent allowed under the Uniform Act.

15. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meaning given them in Title 23, Article 16, Chapter 1 of the Uniform Act.

Dated this the 5th day of October, 1995.

GENERAL PARTNER:

QHG OF INDIANA, INC.,
an Indiana corporation

By: /s/ Christy F. Batts
Christy F. Batts
Vice President

LIMITED PARTNERS:

QHG OF FT. WAYNE, INC.,
an Indiana corporation

By: /s/ Robert Yeager
Robert Yeager
Vice President

QHG OF INDIANA, INC
an Indiana corporation

By: /s/ Christy F. Batts
Christy F. Batts
Vice President

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, Alice Rogan, of the state and county aforesaid, personally appeared Christy F. Batts, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged herself to be the Vice President of QHG of Indiana, Inc., the within named bargainer, a corporation, and that she as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as Vice President.

Witness my hand and seal, this 5th day of October, 1995.

/s/ Alice Rogan
Notary Public

My Commission Expires:

My Commission Expires JAN. 20, 1999

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appear before me, Alice Rogan a Notary Public of said county, appeared Robert A. Yeager, whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged herself to be the Vice President of QHG of Ft. Wayne, Inc., the within named bargainer, a corporation, and that she as such Vice President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Vice President.

Witness my hand, at office, this 5th day of October , 1995.

/s/ Alice Rogan
Notary Public

My Commission Expires:

My Commission Expires JAN. 20,1999.

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF INCORPORATION
OF
QHG OF BLUFFTON, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of incorporation of the above corporation have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Business Corporation Law, as amended.

NOW, THEREFORE, I hereby issue to such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin August 26, 1999.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twenty-sixth day of August, 1999.

/s/
Deputy

ARTICLE IV INCORPORATORS

Name	Number and Street or Building	City	State	Zip Code
Gayle Jenkins	103 Continental Place	Brentwood	TN	37027

In Witness Whereof, the undersigned being all the incorporators of said Corporation execute these Articles of Incorporation and verify, subject to penalties of perjury, that the statements contained herein are true, this 25th day of August, 1999.

Signature	Printed Name
/s/ Gayle Jenkins	Gayle Jenkins
Signature	Printed Name
Signature	Printed Name

This instrument was prepared by: (name)

Gail H. McKinnon, Paralegal

Address (number, street, city and state)

103 Continental Place Brentwood, TN

Zip Code
37027

BYLAWS

QHG OF BLUFFTON, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of Indiana as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Indiana.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Indiana which may be designated either by the Board of Directors or by the written consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4 . Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as maybe expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of three directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered,

debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by

mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with

or without cause, when in the judgment of the Board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF INCORPORATION

OF

QHG OF CLINTON COUNTY, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Business Corporation Law, as amended.

NOW, THEREFORE, I hereby issue to such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin February 11, 1997.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Eleventh day of February , 1997.

/s/

Deputy

1997020547

ARTICLE OF INCORPORATION

State Form 4159 (R9 / 9-93)

Approved by State Board of Accounts 1992

Secretary of State

Corporations Division

302 W. Washington St., Rm. E018

Indianapolis, IN 46204

Telephone: (317) 232-6576

Indiana Code 23-1-21-2

FILING FEE: \$90.00

INSTRUCTIONS: Use 8 1/2 x 11 inch white paper for inserts.

Filing requirements • present original and one copy to the address in the upper right corner of this form.

ARTICLES OF INCORPORATION

Indicate the appropriate act

The undersigned, desiring to form a corporation (herein after referred to as "Corporation") pursuant to the provisions of:

Indiana Business Corporation Law

Indiana Professional Corporation Act 1983

As amended, executes the following Articles of Incorporation:

ARTICLE I — NAME

Name of Corporation

QHG of Clinton County, Inc.

(the name must contain the word "Corporation", "Incorporated", "Limited", "Company" or an abbreviation of one of these words.)

ARTICLE II — REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the Corporation's Registered Agent and

Registered Office for service of process are:

Name of Registered Agent
Corporation Service Company

Address of Registered Office (street or building)	City		ZIP code
251 East Ohio St., Suite 500	Indianapolis	Indiana	46204

Principal Office: The post office address of the principal office of the Corporation is:

Post office address	City	State	ZIP code
103 Continental Place, c/o Legal Dept.	Brentwood	TN	37027

ARTICLE III — AUTHORIZED SHARES

Number of shares: 1,000

If there is more than one class of shares, shares with rights and preferences, list such information on "Exhibit A."

ARTICLE IV — INCORPORATORS

[the name(s) and address(es) of the incorporators of the corporation]

NAME	NUMBER AND STREET OR BUILDING	CITY	STATE	ZIP CODE
Gayle Jenkins	103 Continental Place	Brentwood	TN	37027

In Witness Whereof, the undersigned being all the incorporators of said corporation execute these Articles of Incorporation and verify, subject to penalties of perjury, that the statements contained herein are true.

this 10th day of February, 1997.

Signature /s/ Gayle Jenkins Printed name Gayle Jenkins

Signature Printed name

Signature Printed name

This instrument was prepared by: (name)
Janet Marzullo, Paralegal

Address (number, street, city and state)
103 Continental Place, Brentwood, TN

Zip Code
37027

State of Indiana

Office of the Secretary of State

I hereby certify that this is a true
and complete copy of the 02
page document filed in this office.

Dated 07/05/2007

By: /s/ Melissa Mercado

This stamp replaces our previous certification stamp.

BYLAWS

QHG OF CLINTON COUNTY, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of Indiana as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Indiana.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Indiana which may be designated either by the Board of Directors or by the written

consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be

sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of four directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or

noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board the best interest of the corporation demands

such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or

disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facilities

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory Board. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at

any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF INCORPORATION
OF
QHG OF FORT WAYNE, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Business Corporation Law, as amended.

NOW, THEREFORE, I hereby issue to such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin February 28, 1995.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twenty-eighth day of February, 1995

/s/ Sue Anne Gilroy
Sue Anne Gilroy, Secretary of State

By: /s/ Margaret Williams
Margaret Williams, Deputy

ARTICLES OF INCORPORATION
State form 4159 (R9/9-93)
Approved by State Board of Accounts 1992

Provided by:
Secretary of State
Corporations Division
302 W. Washington St., Rm E018
Indianapolis, IN 46204
Telephone: 317-232-6576

Indiana code 23-1-21-2

FILING FEE: \$90.00

INSTRUCTIONS: Use 8 1/2 x 11 inch white paper for inserts.

Filing requirements — present original and one copy to the address in the upper right corner of this form

ARTICLES OF INCORPORATION

Indicate the appropriate act

The undersigned, desiring to form a corporation (herein after referred to as "Corporation") pursuant to the provisions of:

Indiana Business Corporation Law

Indiana Professional Corporation Act 1983

As amended, executes the following Articles of Incorporation:

ARTICLE I NAME

Name of Corporation

QHG of Fort Wayne, Inc.

(The name must contain the word "Corporation", "Incorporated", "Limited", "Company" or an abbreviation of one of these words.)

ARTICLE II — REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the Corporation's Registered Agent and Registered Office for service of process are:

Name of Registered Agent

Corporation Service Company

Address of Registered Office (street or building)

9795 Crosspoint Blvd., Suite 175

City

Indianapolis

Indiana

Zip code 46256

Principal Office: The post office address of the principal office of the Corporation is:

Post office address

155 Franklin Road, Suite 401 City Brentwood State TN Zip code 37027

ARTICLE III — AUTHORIZED SHARES

Number of shares: 1,000

If there is more than one class of shares, shares with rights and preferences, list such information on “Exhibit A.”

ARTICLE IV — INCORPORATORS

[the name(s) and address(es) of the incorporators of the corporation]

NAME	NUMBER AND STREET OR BUILDING	CITY	STATE	ZIP CODE
Gayle Jenkins	155 Franklin Road Suite 401	Brentwood	TN	37027

In Witness Whereof, the undersigned being all the incorporators of said corporation execute these Articles of Incorporation and verify, subject to penalties of perjury, that the statements contained herein are true.

this 27th day of February, 1995

Signature /s/ Gayle Jenkins	Printed name Gayle Jenkins/Assistant Secretary
--------------------------------	---

Signature	Printed name
-----------	--------------

Signature	Printed name
-----------	--------------

This instrument was prepared by: (name)
Janet Marzullo/Paralegal

Address (number, street, city and state) 155 Franklin Road, Suite 401, Brentwood, TN	Zip code 37027
---	-------------------

RECORDED
04/02/1996 12:10:12
RECORDER
VIRGINIA L. YOUNG
ALLEN COUNTY, IN

Doc. No. 960017342
Receipt No. 5026
Date 04/02/1996 12:10:09

DCFD 3.00
NISL 6.00
Total 9.00

CERTIFICATE OF USE OF ASSUMED NAME

(Filed Pursuant to Burns 50-201)

It is hereby certified that

QHG of Fort Wayne, Inc.
(Name of Corporation)

a Indiana Corporation
(State in which incorporated)

with its principal office at
103 Continental Place
Brentwood, TN 37027

is conducting business under the following name(s) other than as shown by its Articles of Incorporation, to wit:

RediMed

WITNESS my hand and the seal of said corporation this 29th day of March, 1996

QHG of Fort Wayne, Inc.
(Name of Corporation)

By: /s/ Christy F. Batts
Signature of Officer

This corporation has no seal.
(Corporate Seal)

ATTEST:
/s/ Gayle Jenkins

Christy F. Batts
(Name Typed)

Gayle Jenkins , Assistant Secretary
(Name Typed)

Vice President
(Title)

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

}

SS:

Christy F. Batts, whose signature appears above, being first duly sworn upon his oath, says that he has personal knowledge of the above stated facts and that they and each of them are true.

(Signed) /s/ Janet A. Marzullo

Subscribed and sworn to before me, a notary public, in and for said county and state this 29th day of March, 1996.

(Notary Seal)

Janet A. Marzullo

MY COMMISSION EXPIRES:
March 22, 2000

(Name Typed)
NOTARY PUBLIC

I, Virginia L. Young RECORDER OF ALLEN COUNTY, Allen County, Indiana, hereby certify that the above and foregoing is a true, full and correct copy of a certain Certificate of Use of Assumed Name filed by QHG of Fort Wayne, Inc., an Indiana Corporation, as the same appears and remains in the records of my office. Witness my hand and the seal of my office this 2nd day of April, 1996.

(Seal) /s/ Virginia L. Young
RECORDER OF ALLEN COUNTY, INDIANA

RECORDED
04/02/1996 12:10:10
RECORDER
VIRGINIA L. YOUNG
ALLEN COUNTY, IN

Doc. No.	960017341
Receipt No.	5026
Date 04/02/1996	12:10:09
DCFD	3.00
NISL	6.00
Total	9.00

CERTIFICATE OF USE OF ASSUMED NAME

(Filed Pursuant to Burns 50-201)

It is hereby certified that

QHG of Fort Wayne, Inc.
(Name of Corporation)

a Indiana Corporation
(State in which incorporated)

with its principal office at
103 Continental Place
Brentwood, TN 37027

is conducting business under the following name(s) other than as shown by its Articles of Incorporation, to wit:

OccuMed

WITNESS my hand and the seal of said corporation this 29th day of March, 1996

QHG of Fort Wayne, Inc.
(Name of Corporation)

By: /s/ Christy F. Batts
Signature of Officer

This corporation has no seal.
(Corporate Seal)

ATTEST:
/s/ Gayle Jenkins

Christy F. Batts
(Name Typed)

Gayle Jenkins, Assistant Secretary
(Name Typed)

Vice President
(Title)

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

}

SS:

Christy F. Batts, whose signature appears above, being first duly sworn upon his oath, says that he has personal knowledge of the above stated facts and that they and each of them are true.

(Signed) /s/ Janet A. Marzullo

Subscribed and sworn to before me, a notary public, in and for said county and state this 29th day of March, 1996.

(Notary Seal)

Janet A. Marzullo

MY COMMISSION EXPIRES:
March 22, 2000

(Name Typed)
NOTARY PUBLIC

I, Virginia L. Young RECORDER OF ALLEN COUNTY, Allen County, Indiana, hereby certify that the above and foregoing is a true, full and correct copy of a certain Certificate of Use of Assumed Name filed by QHG of Fort Wayne, Inc., an Indiana Corporation, as the same appears and remains in the records of my office. Witness my hand and the seal of my office this 2nd day of April, 1996.

(Seal) /s/ Virginia L. Young
RECORDER OF ALLEN COUNTY, INDIANA

CERTIFICATE OF ASSUMED BUSINESS NAME
(All Corporations)
State Form 30353 (R8 / 9-97)

State Board of Accounts Approved 1995

SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

INSTRUCTIONS:

Indiana Code 23-15-1-1, et seq.

1. This certificate must also be recorded in the office of County Recorder of each county in which a place of business or office is located.

FILING FEES PER CERTIFICATE:
For-Profit Corporation, Limited Liability
Company, Limited Partnership \$30.00
Not-For-Profit Corporation \$26.00
Certificate — Additional \$15.00

2. FEES ARE PER ASSUMED NAME. Please make check or money order payable to: Indiana Secretary of State.

Please TYPE or PRINT.

1. Name of Corporation, LLC or LP
QHG of Fort Wayne, Inc.

2. Date of Incorporation / admission
2/28/95

3. Address at which the Corporation, LLC, LP will do business or have an office in Indiana. If no office in Indiana, then state current registered address (street address)
315 E. Cook Rd.

City, state and ZIP code
Fort Wayne, IN 46825

4. Assumed business name(s) (\$30.00 per name)
Statcare

5. Principal office address of the Corporation, LLC, LP (street address)
c/o Legal Dept., 103 Continental Place

City, state and ZIP code
Brentwood, TN 37027

6. Signature
/s/ Gayle Jenkins

7. Printed name
Gayle Jenkins, Asst. Secretary

STATE OF Tennessee

SS:

COUNTY OF Williamson

Subscribed and sworn or attested to before me, this 3rd day of June, 1999

Notary Public
Ann M. Myers

My Notarial Commission Expires:
7-27-2002

My County Residence is:
Williamson

This instrument was prepared by:
Gail H. McKinnon, Paralegal

CERTIFICATE OF ASSUMED BUSINESS NAME
(All Corporations)
State Form 30353 (R8 / 9-97)

State Board of Accounts Approved 1995

SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

INSTRUCTIONS:

1. This certificate must also be recorded in the office of County Recorder of each county in which a place of business or office is located.
2. FEES ARE PER ASSUMED NAME. Please make check or money order payable to: Indiana Secretary of State.

Please TYPE or PRINT.

1. Name of Corporation, LLC or LP
QHG of Fort Wayne, Inc.

2. Date of Incorporation / admission
2/28/95

3. Address at which the Corporation, LLC, LP will do business or have an office in Indiana. If no office in Indiana, then state current registered address (street address)

6319-G Mutual Drive

City, state and ZIP code
Fort Wayne, IN 46825

4. Assumed business name(s) (\$30.00 per name)
Business Health Services

5. Principal office address of the Corporation, LLC, LP (street address)
c/o Legal Dept., 103 Continental Place

City, state and ZIP code
Brentwood, TN 37027

6. Signature
/s/ Gayle Jenkins

7. Printed name
Gayle Jenkins, Asst. Sec.

Indiana Code 23-15-1-1, et seq.

FILING FEES PER CERTIFICATE:
For-Profit Corporation, Limited Liability
Company, Limited Partnership \$30.00
Not-For-Profit Corporation \$26.00
Certificate — Additional \$15.00

STATE OF Tennessee

SS:

COUNTY OF Williamson

Subscribed and sworn or attested to before me, this 31st day of July, 1999

Notary Public
Ann M. Myers

My Notarial Commission Expires:
7-27-2002

My County Residence is:
Williamson

This instrument was prepared by:
Gail H. McKinnon, Paralegal

BYLAWS

QHG OF FORT WAYNE, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of Indiana as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Indiana.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Indiana which may be designated either by the Board of Directors or by the written

consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 155 Franklin Road, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be

sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of four directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or

noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board the best interest of the corporation demands

such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or

disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders

or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF INCORPORATION
OF
QHG OF WARSAW, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Business Corporation Law, as amended.

NOW, THEREFORE, I hereby issue to such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin December 30, 1998.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Thirtieth day of December, 1998.

/s/ Sue Anne Gilroy

SUE ANNE GILROY, Secretary

Deputy

1998122242

ARTICLES OF INCORPORATION

State Form 4159 (R10 / 8-95)

Approved by State Board of Accounts 1995

SUE ANNE GILROY

SECRETARY OF STATE

CORPORATIONS DIVISION

302 W. Washington St, Rm. E018

Indianapolis, IN 46204

Telephone: (317) 232-6576

Indiana Code 23-1-21-2

FILING FEE: \$90.00

INSTRUCTIONS:

Use 8 1/2" x 11" white paper for inserts.

Present original and two (2) copies to address in upper right corner of this form.

Please TYPE or PRINT.

Upon completion of filing, the Secretary of State will issue a receipt.

ARTICLES OF INCORPORATION

The undersigned, desiring to form a corporation (hereinafter referred to as "Corporation") pursuant to the provisions of:

Indiana Business Corporation Law

Indiana Professional Corporation Act 1983, Indiana Code 23-1.5-1-1, et seq. (Professional corporations must include)

As amended, executes the following Articles of Incorporation: Certificate of Registration.

ARTICLE I — NAME AND PRINCIPAL OFFICE

Name of Corporation (the name must include the word "Corporation", "Incorporated", "Limited", "Company" or an abbreviation thereof.)
QHG of Warsaw, Inc.

Principal Office: The address of the principal office of the Corporation is:

Post office address	City	State	ZIP code
103 Continental Place	Brentwood	TN	37027

ARTICLE II — REGISTERED OFFICE AND AGENT

Registered Agent: The name and street address of the Corporation’s Registered Agent and Registered Office for service of process are:

Name of Registered Agent
Corporation Service Company

Address of Registered Office (street or building) City Indiana ZIP code
251 East Ohio Street Suite 500 Indianapolis 46204

ARTICLE III — AUTHORIZED SHARES

Number of shares the Corporation is authorized to issue: 1,000

If there is more than one class of shares, shares with rights and preferences, list such information as “Exhibit A.”

ARTICLE IV — INCORPORATORS

[the name(s) and address(es) of the incorporators of the corporation]

NAME	NUMBER AND STREET OR BUILDING	CITY	STATE	ZIP CODE
Gayle Jenkins	103 Continental Place	Brentwood	TN	37027

In Witness Whereof, the undersigned being all the incorporators of said Corporation execute these Articles of Incorporation and verify, subject to penalties of perjury, that the statements contained herein are true,

this 29th day of December, 1998.

Signature /s/ Gayle Jenkins

Printed name Gayle Jenkins

Signature

Printed name

Signature

Printed name

This instrument was prepared by: (name)

Gail H. McKinnon, Paralegal

Address (number, street, city and state)

103 Continental Place Brentwood, TN

Zip Code

37027

State of Indiana

Office of the Secretary of State

I hereby certify that this is a true
and complete copy of the 02
page document filed in this office.

Dated 07/05/2007

By: /s/ Melissa Mercado

This Stamp replaces our previous certification stamp.

Secretary of State

BYLAWS

QHG OF WARSAW, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of Indiana as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Indiana.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Indiana which may be designated either by the Board of Directors or by the written

consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be

sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of three directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or

noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board the best interest of the corporation demands

such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or

disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facility

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory Board. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at

any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

OFFICE OF THE MISSISSIPPI SECRETARY OF ST
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1
Articles of Incorporation

The undersigned, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972 hereby executes the following document and sets forth:

1. Type of Corporation

Profit Nonprofit

2. Name of the Corporation

QHG of Forrest County, Inc.

3. The future effective date is (Complete if applicable)

4. FOR NONPROFITS ONLY: The period of duration is o years or o perpetual

5. FOR PROFITS ONLY: The Number (and Classes) if any of shares the corporation is authorized to issue is (are) as follows

Classes	# of Shares Authorized	If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows: (See Attached)
Common	1,000 (\$1.00 par value)	

6. Name and Street Address of the Registered Agent and Registered Office is

Name Corporation Service Company

Physical Address 506 South President Street

P.O. Box

City, State, ZIP5, ZIP4 Jackson Ms. 39201

7. The name and complete address of each incorporator are as follows

Name Gayle Jenkins

Street 103 Continental Place

City, State, ZIP5, ZIP4 Brentwood TN 37027

Name

Street

City, State, ZIP5, ZIP4

Name Gayle Jenkins

Street 103 Continental Place

City, State, ZIP5, ZIP4 Brentwood TN 37027

Name Gayle Jenkins

Street 103 Continental Place

City, State, ZIP5, ZIP4 Brentwood TN 37027

8. Other Provisions o See Attached

9. Incorporators' Signatures (please keep writing within blocks)

/s/ Gayle Jenkins Incorporator

FILED

07/09/1997

ERIC CLARK

Secretary of State

State of Mississippi

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Application for Reinstatement
Following Administrative Dissolution/Revocation

This application is submitted to the Office of Secretary of State of Mississippi for Reinstatement.

1. Name of Corporation

QHG of Forrest County, Inc.

2. Federal Tax ID number

62-1704095

3. Corporate ID number

00644555

4. Date of Administrative Dissolution/Revocation

12/6/02

5. The grounds for Dissolution/Revocation (Complete and mark appropriate box)

did not exist or have been eliminated.

6. The corporate name satisfies the requirements of the Mississippi Business Corporation Act.

Note: Certification from the Mississippi State Tax Commission stating that all taxes owed by the corporation have been paid must accompany this application.

This application must be executed in the name of the corporation by the chairman of the board of directors, the president or another of the officers.

By: Signature /s/ Donald P. Fay (Please keep writing within blocks)

Printed Name: Donald P. Faye

Title: Ex. V.P.

Date

Filing Fee \$50.00 for Domestic Corporations

Filing Fee \$100.00 for Foreign Corporations

MISSISSIPPI

STATE TAX COMMISSION

01/24/03

QHG OF FORREST COUNTY INC
13455 NOEL ROAD 20TH FLR
DALLAS TX 75240

ACCOUNT NO: 62-1704095

GENTLEMEN:

OUR RECORDS INDICATE THAT THIS CORPORATION WAS ADMINISTRATIVELY DISSOLVED FOR NON-PAYMENT OF FRANCHISE TAX AND/OR FAILURE TO FILE THE ANNUAL REPORT(S).

PLEASE BE ADVISED THAT THE CORPORATION HAS NOW PAID ALL DELINQUENT FRANCHISE TAX AND HAS FILED THE ANNUAL REPORT(S) DUE TO BE FILED WITH THE MISSISSIPPI STATE TAX COMMISSION THROUGH THE TAX YEAR ENDING 12/31/01.

YOU ARE REQUIRED TO FURNISH A COPY OF THIS LETTER TO THE SECRETARY OF STATE ALONG WITH ANY OTHER DOCUMENTS REQUIRED BY THEIR OFFICE TO SET ASIDE THE ADMINISTRATIVE DISSOLUTION.

YOU MAY CONTACT THE SECRETARY OF STATE AT P. O. BOX 136, JACKSON, MS 39205; TELEPHONE NUMBER (601)359-1350.

SINCERELY,

/s/ Ed Buelow, Jr.

ED BUELOW, JR., CHAIRMAN
REFER REPLY TO: CORPORATE SECTION
INCOME AND FRANCHISE TAX DIVISION
P. O. BOX 1033
JACKSON, MS. 39215

State of Mississippi
Secretary of State

2002 — 2003 Corporate Annual Report

Corporate Id: 00644555
Registered Agent and office:
CSC OF RANKIN COUNTY, INC
MIRROR LAKE PLAZA 2829 LAKELAND
DR #1502
FLOWOOD MS 39232

o If there are no changes, mark an "X" here, date and sign at the bottom of the page.
Corporate Name & Principal Address:
QHG OF FORREST COUNTY, INC.
C/O LEGAL DEPARTMENT
103 CONTINENTAL PLACE
BRENTWOOD TN 37027

To make changes to the Agent or Address, please complete form F0010. To make changes to the corporate name use form F0012.

Enter all changes in the box below:

State of Incorporation: MS 07/09/1997
Federal Id: 62-1704095
Telephone: (612) 593-7000

Corporate Principal Address
5800 TENNYSON PARKWAY
PLANO
TX 75024

Current Principal Officers / Addresses

President: KAREN S. POOLE
103 CONTINENTAL PL
BRENTWOOD TN 37027

Director

New Officers / Addresses

President: See Attached

Mark if a Director

Vice Pres: TERRY A RAPPUHN
103 CONTINENTAL PL
BRENTWOOD TN 37027

Vice President:

Secretary: ASHBY Q BURKS
103 CONTINENTAL PLACE
BRENTWOOD TN 37027

Secretary:

Treasurer:

Treasurer:

Directors in addition to those listed above are to be listed on additional pages if necessary.

Stocks Shares Authorized, Issued & Outstanding

Class	Series	Authorized	Issued
COMM		1,000	1,000

Stock Authorized, Issued & Outstanding

Class	Series	Authorized	Issued
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SIC Code / Nature of Business

SIC Code / Nature of Business

6799 COMMODITY CONTRACT POOL OPERATORS

This report has been examined by me and to the best of my knowledge and belief, is true, correct, complete and current as of this 25th day of January, 2003

Donald P. Fay
Printed Name

/s/ Donald P. Fay
Signature

Ex V.P.
Title

Make Check for \$50.00, payable to SECRETARY OF STATE.

On or before April 1, 2003, mail completed form with payment to SECRETARY OF STATE, PO BOX 23083, JACKSON, MS 39225-3083. For Assistance contact a customer service representative at (800) 256-3494.

Any Other Offices/Managers/Directors than those listed below should be removed!

QHG of Forrest County, Inc.

Effective 4/27/01

Officers/Managers

James D. Shelton — President

Donald P. Fay — Ex. Vice President & Secretary

Burke Whitman — Treasurer

Robert P. Frutiger — Vice President

Michael Silhol — Vice President

Directors

Donald P. Fay

Burke Whitman

W. Stephen Love

Address for all of the above:

5800 Tennyson Parkway

Plano, Texas 75024

Triad
Hospitals, Inc.

Secretary of State
P.O. Box 23083
Jackson, MS 39225-3083

To Whom It May Concern:

I am enclosing the appropriate fees, set-aside letters and annual reports for River Region Medical Corporation, QHG of Hattiesburg, Inc., and QHG of Forrest County, Inc. This should take care of bringing these entities into good standing. Please let me know if you need anything further. I can be reached at 217-473-3944 or via e-mail at cindy.jarrell@triadhospitals.com.

Thank you for your cooperation in this matter.

Sincerely,

TRIAD HOSPITALS, INC.

/s/ Cindy J. Jarrell

Cindy J. Jarrell
Sr. Assistant to the General Counsel

Enclosures

5800 Tennyson Parkway Plano, Texas 75024 (214) 473-7000 www.triadhospitals.com

BYLAWS

QHG OF FORREST COUNTY, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of Mississippi as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Mississippi.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Mississippi which may be designated either by the Board of Directors or by the written consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of three directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered,

debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by

mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with

or without cause, when in the judgment of the Board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facility

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory Board. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

OFFICE OF THE MISSISSIPPI SECRETARY OF ST
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1
Articles of Incorporation

F0001 — Page 1 of 2

Filed 07/09/1997
ERIC CLARK
Secretary of State
State of Mississippi

The undersigned, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation

Profit Nonprofit

2. Name of the Corporation

QHG of Hattiesburg, Inc.

3. The future effective date is []
(Complete if applicable)

4. FOR NONPROFITS ONLY: The period of duration is 0 years or 0 perpetual

5. FOR PROFITS ONLY: The number (and Classes) if any of shares the corporation is authorized to issue is (are) as follows

Classes	# of Shares Authorized	If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:
---------	------------------------	---

Common	1,000 (\$1.00 par value)	
--------	--------------------------	--

(See Attached)

6. Name and Street Address of the Registered Agent and Registered Office is

Name Corporation Service Company

Physical 506 South President Street
Address

P.O. Box

City, State, ZIP5, ZIP4 Jackson MS 39201

7. The name and complete address of each incorporator are as follows

Name Gayle Jenkins

Street 103 Continental Place



OFFICE OF THE MISSISSIPPI SECRETARY OF ST
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1
Articles of Incorporation

F0001 — Page 2 of 2

P.O. Box

City, State, ZIP5, ZIP4 Nashville TN 37027

Name

Street

P.O. Box

City, State, ZIP5, ZIP4

Name

Street

P.O. Box

City, State, ZIP5, ZIP4

Name

Street

P.O. Box

City, State, ZIP5, ZIP4

8. Other Provisions o See Attached

9. Incorporators' Signatures (please keep writing within blocks)

/s/ Gayle Jenkins

Incorporator

BYLAWS

QHG OF HATTIESBURG, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of Mississippi as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Mississippi.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders.

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Mississippi which may be designated either by the Board of Directors or by the written consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of three directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered,

debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by

mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with

or without cause, when in the judgment of the Board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be More than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facility

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory Board. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

Michael S. Kinkead
529 Launcelot Road
Jackson, MS 39206
601-981-1957

8-30-94

Secretary of State
Business Services Division
Post Office Box 136
Jackson, MS 39205-0136

Re: PARKVIEW MEDICAL CORP.

Dear Sir/Madam:

Enclosed please find the necessary documents to INCORPORATE the above corporation with your office today.

In will pick up evidence of this filing in your offices. Should you have any questions or have additional requirements to complete this filing today, please call.

Thank you for your assistance with this filing.

Sincerely,

/s/ Michael S. Kinkead
Michael S. Kinkead

ARTICLES OF INCORPORATION

PROFIT NONPROFIT
(Mark Appropriate Box)

FILED
AUG 30 1994
SECRETARY
OF STATE

The undersigned person, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

1. The name of the corporation is

ParkView Medical Corp.

2. Domicile address is 155 Franklin Road, Suite 401 Brentwood, TN 37027

3. FOR NON-PROFITS ONLY: The period of duration is years or perpetual.

4. (a) The number (and classes, if any) of shares the corporation is authorized to issue is (are) as follows (THIS IS FOR PROFIT ONLY):

Class(es)	No. of Shares Authorized
Common	12,000,000

4. (b) If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows: N/A

5. The street address of its initial registered office is

118 North Congress Street Jackson, Mississippi 39201

and the name of its initial registered agent at such address is

C T CORPORATION SYSTEM

6. The name and complete address of each incorporator is as follows (PLEASE TYPE OR PRINT):

Gayle Jenkins, 155 Franklin Road, Suite 401, Brentwood, TN 37027

7. Other provisions: Article 7: See Attached Rider

Article 8: See Attached Rider

/s/ Gayle Jenkins
INCORPORATOR

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333

Articles of Incorporation

F00012 — Page 1 of 3

Filed Jul 05 1996
ERIC CLARK
Secretary of State
State of Mississippi

The undersigned, pursuant to Section 79-4-2.06 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation

Profit Nonprofit

2. Name of the Corporation

ParkView Medical Corp.

3. The future effective date is []

(Complete if applicable)

4. Set forth the text of each amendment adopted. (Attach page)

5. If an amendment for a business corporation provides for an exchange, reclassification, or cancellation of issued shares set forth the provisions for implementing the amendment if they are not contained in the amendment itself. (Attach page)

6. The amendment(s) was (were) adopted on

[July 1, 1996] Date(s)

FOR PROFIT CORPORATION (Check the appropriate box)

Adopted by the incorporators directors without shareholder action and shareholder action was not required.

FOR NONPROFIT CORPORATION (Check the appropriate box)

Adopted by the incorporators board of directors without member action and member action was not required.

FOR PROFIT CORPORATION

7. If the amendment was approved by shareholders

(a) The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and the number of votes of each voting group indisputably represented at the meeting were

Designation	No. of outstanding shares	No. of votes entitled to be cast	No. of votes indisputably represented
Common	3,845,367	3,845,367	3,021,624

(b) EITHER

(i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was

Voting group	Total no. of votes cast FOR	Total no. of votes cast AGAINST

OR

(ii) the total number of undisputed votes cast for the amendment by each voting group was

Voting group	Total no. of undisputed votes cast FOR the plan
Common	3,021,624

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

FOR NONPROFIT CORPORATION

8. If the amendment was approved by the members

(a) The designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and the number of votes of each class indisputably represented at the meeting were

Designation	No. of memberships outstanding	No. of votes entitled to be cast	No. of votes indisputably represented

(b) EITHER

(i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was

Voting class	Total no. of votes cast FOR	Total no. of votes cast AGAINST
--------------	--------------------------------	------------------------------------

OR

(ii) the total number of undisputed votes cast for the amendment by each class was

Voting class	Total no. of undisputed votes cast FOR the amendment
--------------	--

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

By: Signature	/s/ Mary T. Brasseaux	(Please keep writing within blocks)
Printed Name	Mary T. Brasseaux	Title Secretary



Pursuant to paragraph 4 of Form F0012 the name of the corporation is hereby changed from ParkView Medical Corp. to River Region Medical Corporation.

LAW OFFICES
BAKER, DONELSON, BEARMAN & CALDWELL
A PROFESSIONAL CORPORATION
700 NORTH STATE STREET
SUITE 500
JACKSON, MISSISSIPPI 39202
(601) 351-2400
FACSIMILE
(601) 351-2424

TENNESSEE OFFICES
MEMPHIS
NASHVILLE
CHATTANOOGA
KNOXVILLE
HUNTSVILLE
WASHINGTON, D.C.

MAILING ADDRESS:
POST OFFICE BOX 24417
JACKSON, MISSISSIPPI 39225

July 5, 1996

Via: Hand Delivery

Office of the Mississippi
Secretary of State
Magnolia Federal Building, 6th Floor
Jackson, Mississippi 39201

Gentlemen:

Enclosed please find the original and one copy of the Articles of Amendment for ParkView Medical Corp. Please file stamp the copy and return to me in the enclosed self-addressed stamped envelope. Please file the Articles with today's date, July 5, 1996.

Thank you for your assistance in this matter.

Sincerely yours,

BAKER, DONELSON, BEARMAN & CALDWELL

/s/ Shelli H. Hudson
Shelli H. Hudson
Legal Assistant

/shh
Enclosure

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Merger or Share Exchange
Profit Corporation

F00013 — Page 1 of 3

Filed 10/30/1998
ERIC CLARK
Secretary of State
State of Mississippi

The undersigned corporation pursuant to Section 79-4-11.05, as amended, hereby executes the following document and sets forth:

1. Name of Corporation 1

The Vicksburg Clinic, Inc.

2. Name of Corporation 2

River Region Medical Corporation

3. Name of Corporation 3

4. The future effective date is []
(Complete If applicable)

5. The plan of merger or share exchange. (Attach page)

6. Mark appropriate box.

(a) Shareholder approval of the plan of merger or sham exchange was not required.

OR

(b) If approval of the shareholders of one or more corporations party to the merger or share exchange was required

(i) the designation, number of outstanding shares, and number of VOWS entitled to be cast each class entitled to vote separately on the plan as to each corporation were

Name of Corporation	Designation	No. of outstanding shares	No. of votes entitled to be cast
---------------------	-------------	---------------------------	----------------------------------

AND EITHER

a. the total number of votes cast for and against the plan by each class entitled to vote separately on the plan was

Name of Corporation	Class	Total no. of votes cast FOR the Plan	Total no. of votes cast AGAINST the Plan
---------------------	-------	---	---

OR

h. the total number of undisputed votes cast for the plan separately by each class was

Name of Corporation	Class	Total no. of undisputed votes cast FOR the Plan
---------------------	-------	--

and the number of votes cast for the plan by each class was sufficient for approval by that class.

Name of Corporation 1

Vicksburg Clinic, Inc.

By: Signature	/s/ Billy J. Cozart	(Please keep writing within blocks).
Printed Name	Billy J. Cozart	Title Vice President

Name of Corporation 2

River Region Medical Corporation

By: Signature	/s/ Roland P. Richardson	(Please keep writing within blocks).
Printed Name	Roland P. Richardson	Title Vice President

Name of Corporation 3

By: Signature	/s/	(Please keep writing within blocks).
Printed Name		Title

NOTE

1. If shareholder approval is required, the plan must be approved by each voting group entitled to vote on the plan by a majority of all votes entitled to be cast by that voting group unless the Act or the articles of incorporation provide for a greater or lesser vote, but not less than a majority of all votes cast at a meeting.
2. The articles cannot be filed unless the corporation(s) has (have) paid all fees and taxes (and delinquencies) imposed by law.
3. The articles must be similarly executed by each corporation that is a party to the merger.

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is made as of this 29th day of October, 1998, by and between THE VICKSBURG CLINIC, INC. (the "Merging Corporation"), a Mississippi corporation and RIVER REGION MEDICAL CORPORATION (the "Surviving Corporation"), a Mississippi corporation and sole shareholder of the Merging Corporation.

ARTICLE ONE

RECITALS

Section 1.1 Surviving Corporation's Capital Stock. The Surviving Corporation is a corporation duly organized and existing under the laws of the State of Mississippi. The Surviving Corporation has authorized capital stock consisting of twelve million (12,000,000) shares of common stock, of which four million four hundred sixteen thousand eight hundred thirty-seven (4,416,837) shares have been duly issued and are now outstanding.

Section 1.2. Merging Corporation's Capital Stock. The Merging Corporation is a corporation duly organized and existing under the laws of the State of Mississippi. The Merging Corporation has authorized capital stock consisting of one thousand (1,000) shares of common stock, of which one thousand (1,000) shares have been duly issued and are now outstanding.

Section 1.3. Desire to Merge. The Surviving Corporation and Merging Corporation desire to effect a statutory merger of the Merging Corporation into the Surviving Corporation in the manner set forth in Section 79-4-11.04 of the Mississippi Business Corporation Act, as amended (the "MBCA"), as evidenced by the approval of the board of directors of each corporation of this merger and the terms hereof. The sole shareholder of the Merging Corporation has also approved this merger in writing, although such approval is not required by Section 79-4-11.04 of the MBCA, and has, by its signature hereto, waived in writing any statutory mailing or notice requirement with respect to said statutory merger. Both constituent corporations desire that the merger be characterized as a reorganization described in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

Section 1.4. Purpose of Merger. The board of directors of each corporation deem it advisable for the general welfare and advantage of each corporation and their respective shareholders that the corporations merge into a single corporation (the "Merger") pursuant to this Plan of Merger, and each corporation respectively desires to so merge pursuant to the applicable provisions of the laws of the State of Mississippi.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements contained herein, it is hereby agreed, in accordance with the applicable provisions of the MBCA, by and between the parties hereto, that the Merging Corporation shall be merged into the Surviving Corporation. The Surviving Corporation shall continue its corporate existence and shall be the corporation surviving the merger. The terms and conditions of the merger hereby agreed upon, which the parties covenant to observe, keep and perform, and the mode of carrying the same into effect are set forth as follows:

ARTICLE TWO

PARTIES TO PROPOSED MERGER

Section 2.1. The Merging Corporation. The name of the corporation proposing to merge with and into the Surviving Corporation is The Vicksburg Clinic, inc., a Mississippi corporation.

Section 2.2. Surviving Corporation. The name of the corporation with and into which the Merging Corporation proposes to merge is River Region Medical Corporation, a Mississippi corporation.

ARTICLE THREE

TERMS AND CONDITIONS OF PROPOSED MERGER AND EFFECTIVE DATE OF THE MERGER

Section 3.1. General. Upon the Effective Date of the Merger (as hereinafter defined): (a) the Merging Corporation shall merge into the Surviving Corporation, which shall survive the merger and continue to be a Mississippi corporation, governed by the laws of the State of Mississippi; and (b) the separate existence of the Merging Corporation shall cease.

Section 3.2. Effective Date of the Merger. The merger contemplated by this Plan of Merger shall become effective as of the date the Articles of Merger are filed with the Secretary of State (the "Effective Date").

Section 3.3. Authorized Capital Stock. The Authorized Capital stock of the Surviving Corporation following the Effective Date shall be twelve million (12,000,000) shares of capital stock, of which twelve million (12,000,000) shares shall be common stock, unless and until the same shall be changed in accordance with the laws of the State of Mississippi.

Section 3.4. Assets and Liabilities. At the Effective Date of the merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all of the rights, subject to all of the restrictions, disabilities and duties, of the Merging Corporation. All the rights, privileges, immunities, powers and franchises of Merging Corporation, and all property, real, personal and mixed, and all debts due to Merging Corporation, on whatever account shall be vested in the Surviving Corporation, and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation.

Section 3.5. Real Estate. The title to any real estate vested by deed or otherwise in Merging Corporation, shall not revert or be in any way impaired by reason of the merger, but such real estate shall thereafter be the property of the Surviving Corporation.

Section 3.6. Creditors' Rights. All rights of creditors and all liens upon any property of Merging Corporation, shall be preserved unimpaired, and all debts, liabilities and duties of both corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had originally been incurred or contracted by the Surviving Corporation.

ARTICLE FOUR

MANNER AND BANS FOR CONVERTING INTERESTS
OF THE MERGING CORPORATION
INTO SHARES OF THE SURVIVING CORPORATION

The mode of carrying into effect the merger provided In this Plan of Merger, and the manner and basis of converting the shares of the Merging Corporation into shares of the Surviving Corporation are as follows;

Section 4.1. Common Stock of Surviving Corporation. None of the common stock of Surviving Corporation issued and outstanding at the Effective Date of the Merger, shall be converted as a result of the merger, but all presently issued and outstanding shares of the common stock of Surviving Corporation shall remain issued and outstanding as shares of the Surviving Corporation.

Section 4.2. Common Stock of Merging Corporation. Every share of the common stock of Merging Corporation issued and outstanding at the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no shares of common stock of the Surviving Corporation shall be issued in the Merger.

Section 4.3. Surrender of Merging Corporation. The stock certificates representing the common stock of Merging Corporation issued and outstanding at the Effective Date of the Merger shall be surrendered to the Surviving Corporation and shall be canceled.

ARTICLE FIVE

ARTICLES OF INCORPORATION AND BYLAWS
OF THE SURVIVING CORPORATION

The Articles of Incorporation of the Surviving Corporation shall remain the Articles of Incorporation of the Surviving Corporation following the Effective Date of the Merger, unless and until the same shall be amended or repealed in accordance with the provisions of the MBCA and the Bylaws of the Surviving Corporation. The Bylaws of the Surviving Corporation shall remain the Bylaws of the Surviving Corporation following the Effective Date of the Merger, unless and until the same shall be amended or repealed in accordance with the provisions thereof.

ARTICLE SIX

DIRECTORS AND OFFICERS

The directors of the Surviving Corporation in office on the Effective Date of the Merger shall continue as the directors of the Surviving Corporation, and officers of the Surviving Corporation in office on the Effective Date of the Merger shall continue as officers of the Surviving Corporation.

ARTICLE SEVEN

APPROVAL OF THE MERGER AND TERMINATION
OF THE MERGING CORPORATION

Section 7.1. Approval of Surviving Corporation. The Plan of Merger has been fully and duly approved by the directors of the Surviving Corporation in accordance with Section 79-4-11.04 and other applicable provisions of the MBCA.

Section 7.2. Corporate Approval of Merging Corporation. The Plan of Merger has been fully and duly approved by the directors of the Merging Corporation in accordance with Section 794-11.04 and other applicable provisions of the MBCA.

Section 7.3. Termination. At any time prior to the Effective Date of the Merger, this Plan of Merger may be abandoned by the board of directors of the Surviving Corporation or the Merging Corporation. In the event of such abandonment, this Plan of Merger shall become void and neither the Surviving Corporation's nor the Merging Corporation's shareholders, directors or officers shall be liable in respect to such abandonment.

ARTICLE EIGHT

GOVERNING LAW

The laws which are to govern the Merger are the laws of the State of Mississippi.

ARTICLE NINE

ACCOUNTING MATTERS

The assets and liabilities of the Merging Corporation, at the Effective Date of the merger shall be transferred to the books of the Surviving Corporation, at the amounts at which they shall be carried at that time on the books of the Merging Corporation. The amount of capital and surplus of the Surviving Corporation after the merger shall be adjusted to take into account the aggregate amount of the capital and surplus of the Merging Corporation.

ARTICLE TEN

FILING OF ARTICLES OF MERGER

Articles of Merger shall be signed, verified and delivered to the Secretary of State of the State of Mississippi for filing as provided by the MBCA.

ARTICLE ELEVEN

MISCELLANEOUS

Section 11.1. General. The headings in this Plan of Merger shall not affect in any way its meaning or interpretation. This Plan of Merger may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.2. Amendments. Any of the terms and conditions of this Plan of Merger may be modified or waived at any time before the Effective Date of the merger by the party which is, or the shareholders of which are, entitled to the benefit thereof upon the authority of the board of directors of such party, provided that any such modification or waiver shall, in the judgment of the party making it, not affect substantially or materially and adversely the benefits to such party or its shareholders intended under this Plan of Merger.

IN WITNESS WHEREOF, this Plan of Merger is signed by a vice president of each of the corporations, as the act, deed, and agreement of each corporation, after being fully authorized in accordance with the terms of the MCBA, to be effective at the Effective Date.

RIVER REGION MEDICAL CORPORATION,
a Mississippi corporation

By: /s/ Roland P. Richardson
Roland P. Richardson, Vice President

THE VICKSBURG CLINIC, INC.,
a Mississippi corporation

By: /s/ Billy J. Cozart
Billy J. Cozart, Vice President

Business ID: 631781
Date Filed: 12/29/2005 05:00 PM
Eric Clark
Secretary of State

ARTICLES OF MERGER

OF

QUORUM HEALTH GROUP OF VICKSBURG, INC.

WITH AND INTO

RIVER REGION MEDICAL CORPORATION

To the Secretary of State of the State of Mississippi:

Pursuant to the provisions of Section 79-4-11.05 of the Mississippi Business Corporation Act, as amended, the undersigned corporations adopt the following articles of merger for the purpose of merging into a single corporation:

1. The name of the constituent corporations are Quorum Health Group of Vicksburg, Inc., a Tennessee corporation, and River Region Medical Corporation, a Mississippi corporation.
2. The name of the surviving corporation is River Region Medical Corporation.
3. The Agreement and Plan of Merger attached hereto as Exhibit A by and between Quorum Health Group of Vicksburg, Inc. and River Region Medical Corporation was duly approved by the board of directors and the sole shareholder of Quorum Health Group of Vicksburg, Inc. by unanimous joint written consent on December 31, 2005.
4. The Agreement and Plan of Merger attached hereto as Exhibit A by and between Quorum Health Group of Vicksburg, Inc. and River Region Medical Corporation was duly approved by the board of directors and the sole shareholder of River Region Medical Corporation by unanimous joint written consent on December 31, 2005.
5. The Agreement and Plan of Merger attached hereto as Exhibit A by and between Quorum Health Group of Vicksburg, Inc. and River Region Medical Corporation and the performance of its terms are duly authorized by all action required by the laws of the state of Tennessee, and by the articles of incorporation of Quorum Health Group of Vicksburg, Inc.
6. The merger is to be effective as of 12:01 am., Central Time, on January 1, 2006.

SIGNATURE PAGE FOLLOWS

Dated: January 1, 2006

QUORUM HEALTH GROUP OF VICKSBURG, INC.

/s/ Rebecca Hurley
Rebecca Hurley, Senior Vice President

RIVER REGION MEDICAL CORPORATION

/s/ Rebecca Hurley
Rebecca Hurley, Senior Vice President

Exhibit A

Agreement and Plan of Merger

See attached.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into and effective as of the 31st day of December by and between QUORUM HEALTH GROUP OF VICKSBURG, INC, a Tennessee corporation (the "Non-Surviving Corporation"), and RIVER REGION MEDICAL CORPORATION, a Mississippi corporation (the "Surviving Corporation").

RECITALS:

The respective Boards of Directors of the Non-Surviving Corporation and the Surviving Corporation deem it advisable for the Non-Surviving Corporation to merge with and into the Surviving Corporation (the "Merger") as authorized by the Tennessee Business Corporation Act ("Tennessee Act") and the Mississippi Business Corporation Act (the "Mississippi Act"), and on the terms set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual agreements, covenants and provisions herein contained, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1 Merger. At the Effective Time (as defined in Section 1.2), the Non-Surviving Corporation shall be merged with and into the Surviving Corporation, the separate existence of the Non-Surviving Corporation shall cease, and the Surviving Corporation, as the surviving corporation of such merger, shall continue to exist by virtue of and shall be governed by the laws of the State of Mississippi.

1.2 Effective Time of Merger. On January 1, 2006, (i) Articles of Merger setting forth the information required by, and otherwise in compliance with, the Mississippi Act shall be delivered for filing with the Secretary of State of the State of Mississippi, and (ii) Articles of Merger setting forth the information required by, and otherwise in compliance with, the Tennessee Act shall be delivered for filing with the Secretary of State of the State of Tennessee. The Merger shall become effective for all purposes as of 12:01 a.m., Central Time, on January 1, 2006 (the "Effective Time").

1.3 Effect of Merger. At the Effective Time, the Surviving Corporation without further action, as provided by the laws of the State of Mississippi and as provided by the laws of the State of Tennessee, shall succeed to and possess all the rights, privileges, and powers, of a public as well as of a private nature, of the Non-Surviving Corporation; all property, real, personal and mixed, and all debts due on whatsoever account, and all other causes in action, and all and every other interest, of or belonging to or due to the Non-Surviving Corporation, shall be deemed to be vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in the Surviving Corporation or the Non-Surviving Corporation shall not revert or be in any way impaired by reason of the Merger. Such transfer to and vesting in the Surviving Corporation shall be deemed to occur by operation of law and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such

consent or approval is specifically required in the event of merger or consolidation by law or express provision in any contract, agreement, decree, order or other instrument to which the Surviving Corporation or the Non-Surviving Corporation is a party or by which any of them are bound. The Surviving Corporation shall thenceforth be responsible and liable for all debts, liabilities and duties of the Non-Surviving Corporation, which may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Neither the rights of creditors nor any liens upon the property of the Surviving Corporation or the Non-Surviving Corporation shall be impaired by the Merger.

1.4 Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation, a copy of which is attached hereto as Exhibit A (the "Articles of Incorporation"), shall continue in full force and effect until amended or changed in the manner prescribed by the Mississippi Act.

1.5 Corporate Bylaws. The Corporate Bylaws of the Surviving Corporation, a copy of which is attached hereto as Exhibit B (the "Bylaws"), shall continue in full force and effect until amended or changed in the manner prescribed by the Mississippi Act.

1.6 Officers. The officers of the Surviving Corporation who are serving as such at the Effective Time shall be the officers of the Surviving Corporation, as the surviving corporation, from and after the Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with the Mississippi Act, the Surviving Corporation's Articles of Incorporation and its Bylaws.

1.7 Directors. The directors of the Surviving Corporation who are serving as such immediately prior to the Effective Time shall be the directors of the Surviving Corporation, as the surviving corporation, from and after the Effective Time, each such individual to serve until his or her successor has been duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with law, the Surviving Corporation's Articles of Incorporation and its Bylaws.

1.8 Conversion of Shares. At the Effective Time:

(a) Each share of common stock of the Non-Surviving Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and no consideration shall be issued in respect thereof

(b) Each share of the common stock of the Surviving Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be unchanged as an outstanding share of common stock of the Surviving Corporation.

ARTICLE II

MISCELLANEOUS

2.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which collectively shall constitute one and the same instrument.

2.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

2.3 Headings. The article and section headings contained in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

2.4 Amendment. This Agreement may be amended in any manner (except that any of the principal terms may not be amended without the approval of the members of the Non-Surviving Corporation) as may be determined in the judgment of the respective Boards of Directors of the Non-Surviving Corporation and the Surviving Corporation to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Agreement.

2.5 Further Assurances. Each of the Non-Surviving Corporation and the Surviving Corporation agree to execute such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

QUORUM HEALTH GROUP OF VICKSBURG, INC.

By: /s/ Rebecca Hurley
Rebecca Hurley, Senior Vice President

RIVER REGION MEDICAL CORPORATION

By: /s/ Rebecca Hurley
Rebecca Hurley, Senior Vice President

Exhibit A
(Articles of Incorporation)

Michael S. Kinkead
529 Launcelot Road
Jackson, MS 39206
601-981-1957

8-30-94

Secretary of State
Business Services Division
Post Office Box 136
Jackson, MS 39205-0136

Re: PARKVIEW MEDICAL CORP.

Dear Sir/Madam:

Enclosed please find the necessary documents to INCORPORATE the above corporation with your office today.

In will pick up evidence of this filing in your offices. Should you have any questions or have additional requirements to complete this filing today, please call.

Thank you for your assistance with this filing.

Sincerely,

/s/ Michael S. Kinkead
Michael S. Kinkead

ARTICLES OF INCORPORATION

PROFIT NONPROFIT
(Mark Appropriate Box)

FILED
AUG 30 1994
SECRETARY
OF STATE

The undersigned person, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby execute the following document and set forth:

1. The name of the corporation is

ParkView Medical Corp.

2. Domicile address is 155 Franklin Road, Suite 401 Brentwood, TN 37027

3. FOR NON-PROFITS ONLY: The period of duration is years or perpetual.

4. (a) The number (and classes, if any) of shares the corporation is authorized to issue is (are) as follows (THIS IS FOR PROFIT ONLY):

Class(es)	No. of Shares Authorized
Common	12,000,000

4. (b) If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows: N/A

5. The street address of its initial registered office is

118 North Congress Street Jackson, Mississippi 39201

and the name of its initial registered agent at such address is

C T CORPORATION SYSTEM

6. The name and complete address of each incorporator is as follows (PLEASE TYPE OR PRINT):

Gayle Jenkins, 155 Franklin Road, Suite 401, Brentwood, TN 37027

7. Other provisions: Article 7: See Attached Rider

Article 8: See Attached Rider

/s/ Gayle Jenkins
INCORPORATOR

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Incorporation

F00012 — Page 1 of 3

Filed Jul 05 1996
ERIC CLARK
Secretary of State
State of Mississippi

The undersigned, pursuant to Section 79-4-2.06 (if a profit corporation) or Section 79-11-305 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation

Profit Nonprofit

2. Name of the Corporation

ParkView Medical Corp.

3. The future effective date is []
(Complete if applicable)

4. Set forth the text of each amendment adopted. (Attach page)

5. If an amendment for a business corporation provides for an exchange, reclassification, or cancellation of issued shares set forth the provisions for implementing the amendment if they are not contained in the amendment itself. (Attach page)

6. The amendment(s) was (were) adopted on

[July 1, 1996] Date(s)

FOR PROFIT CORPORATION (Check the appropriate box)

Adopted by the incorporators directors without shareholder action and shareholder action was not required.

FOR NONPROFIT CORPORATION (Check the appropriate box)

Adopted by the incorporators board of directors without member action and member action was not required.

FOR PROFIT CORPORATION

7. If the amendment was approved by shareholders

(a) The designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the amendment, and the number of votes of each voting group indisputably represented at the meeting were

Designation	No. of outstanding shares	No. of votes entitled to be cast	No. of votes indisputably represented
Common	3,845,367	3,845,367	3,021,624

(b) EITHER

(i) the total number of votes cast for and against the amendment by each voting group entitled to vote separately on the amendment was

Voting group	Total no. of votes cast FOR	Total no. of votes cast AGAINST
--------------	-----------------------------	---------------------------------

OR

(ii) the total number of undisputed votes cast for the amendment by each voting group was

Voting group	Total no. of undisputed votes cast FOR the plan
Common	3,021,624

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

FOR NONPROFIT CORPORATION

8. If the amendment was approved by the members

(a) The designation, number of memberships outstanding, number of votes entitled to be cast by each class entitled to vote separately on the amendment, and the number of votes of each class indisputably represented at the meeting were

Designation No.	of memberships No. outstanding	of votes entitled to be cast	No. of votes indisputably represented
-----------------	--------------------------------	------------------------------	---------------------------------------

(b) EITHER

(i) the total number of votes cast for and against the amendment by each class entitled to vote separately on the amendment was

Voting class	Total no. of votes cast FOR	Total no. of votes cast AGAINST
--------------	--------------------------------	------------------------------------

OR

(ii) the total number of undisputed votes cast for the amendment by each class was

Voting class	Total no. of undisputed votes cast FOR the amendment
--------------	--

and the number of votes cast for the amendment by each voting group was sufficient for approval by that voting group.

By: Signature	/s/ Mary T. Brasseaux	(Please keep writing within blocks)
Printed Name	Mary T. Brasseaux	Title Secretary

Pursuant to paragraph 4 of Form F0012 the name of the corporation is hereby changed from ParkView Medical Corp. to River Region Medical Corporation.

Exhibit B
(Corporate Bylaws)

AMENDMENT TO
AMENDED AND RESTATED BYLAWS
OF

RIVER REGION MEDICAL CORPORATION

Amendment No. 1 to Amended and Restated Bylaws of River Regional Medical Corporation, effective as of July 1, 2005 (this "Amendment"), is entered into by Quorum Health Group of Vicksburg, Inc., as the sole shareholder of the Company as defined below (the "Holder").

WHEREAS, the Amended and Restated Bylaws of the Company are effective as of April 29, 1997 (the "Bylaws"); and

WHEREAS, the Holder desires to enter into this Amendment to amend certain provisions of the Bylaws as more fully described herein;

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. The Bylaws shall be amended by replacing the word "eleven (11)" in the first sentence of Article III, Section 2 with the word "three (3)".
2. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Mississippi.
3. Except as amended hereby, the Bylaws shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

QUORUM HEALTH GROUP OF
VICKSBURG, INC.

By: /s/ Thomas H. Frazier
Name: Thomas H. Frazier
Title: Senior Vice President

Signature Page to Amendment No. 1
to Bylaws of River Region Medical Corporation

AMENDED AND RESTATED BYLAWS

OF

RIVER REGION MEDICAL CORPORATION

ARTICLE I

PRINCIPAL OFFICES

The principal office of the corporation in the State of Mississippi shall be located in the City of Vicksburg, County of Warren. The corporation may have such other offices, either within or without the State of Mississippi, as the board of directors may designate or as the business of the corporation may require from time to time.

ARTICLE II

SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held at such time and date in each year as may be determined by the directors, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Mississippi, such meeting shall be held on the next succeeding business day.

If the election of directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

SECTION 2. Special Meetings. The corporation shall hold a special meeting of shareholders (1) on call of its board of directors or the president; or (2) unless the articles of incorporation provide otherwise, if the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the corporation's secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. If not otherwise fixed under applicable law, the record date for determining shareholders entitled to demand a special meeting shall be the date the first shareholder signs the demand.

SECTION 3. Place of Meeting. The board of directors may designate any place, either within or without the State of Mississippi, for any annual meeting or for any special meeting of shareholders. A valid waiver of notice signed by all shareholders entitled to notice may designate any place, either within or without the State of Mississippi, as the place for any annual meeting or for any special meeting of shareholders. Unless the notice of the meeting states otherwise, shareholders, meetings shall be held at the corporation's principal office.

SECTION 4. Notice of Meeting. The corporation shall notify shareholders of the date, time and place of each annual and special shareholders' meeting no fewer than ten (10) nor more than sixty (60) days before the meeting date.

Unless applicable law or the articles of incorporation require otherwise, the corporation shall give notice only to shareholders entitled to vote at the meeting. Unless applicable law or the articles of incorporation require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting shall be called, only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

Unless these bylaws require otherwise, if an annual or special shareholders' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be filed under applicable law or Article II, Section 5 of these bylaws, however, notice of the adjourned meeting must be given under this section to persons who are shareholders as of the new record date.

SECTION 5. Closing of Transfer Books or Fixing of Record Date. The board of directors of the corporation may fix the record date for one or more voting groups in order to determine shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote or to take any other action. A record date may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. If not otherwise fixed by law, the record date for determining shareholders entitled to notice of and to vote at an annual or special shareholders' meeting shall be the day before the first notice is delivered to shareholders. If the board of directors does not fix the record date for determining shareholders entitled to a distribution (other than one involving a purchase, redemption or other acquisition of the corporation's shares), it shall be the date the board of directors authorizes the distribution. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting shall be effective for any adjournment of the meeting unless the board of directors fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

SECTION 6. Voting Lists. After fixing a record date for a meeting, the corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of a shareholders' meeting. The list must be arranged by voting group (and within each voting group by class or series of shares) and show the address of and number of shares held by each shareholder.

The shareholders' list must be available for inspection by any shareholder beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A shareholder, his agent or attorney shall be entitled on written demand to inspect and, subject to the requirements of applicable law, to copy the list during regular business hours and at his expense, during the period it shall be available for inspection. The corporation shall make the shareholders' list available at the meeting, and any shareholder, his agent or attorney shall be entitled to inspect the list at any time during the meeting or any adjournment.

SECTION 7. Quorum. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Unless the articles of incorporation or applicable law impose other quorum requirements, a majority of the votes entitled to be cast on the matter by a voting group, represented in person or by proxy, shall constitute a quorum of that voting group for action on that matter. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice except as may be required by Article 11, Section 4 of these bylaws or by applicable law. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. Once a share is represented for any purpose at a meeting, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

SECTION 8. Proxies. A shareholder may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment of a proxy shall be effective when received by the secretary or other officer or agent authorized to tabulate votes of the corporation. An appointment shall be valid for eleven (11) months unless a longer period is expressly provided in the appointment form. An appointment of a proxy shall be revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment shall be coupled with an interest. Appointments coupled with an interest include the appointment of (1) a pledgee; (2) a person who purchased or agreed to purchase the shares; (3) a creditor of the corporation who extended it credit under terms requiring the appointment; (4) an employee of the corporation whose employment contract requires the appointment; or (5) a party to a voting agreement created under applicable law.

The death or incapacity of the shareholder appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity shall be received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his authority under the appointment. An appointment made irrevocable because it is coupled with an interest shall be revoked when the interest with which it is coupled is extinguished. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he did not know of its existence when he acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates.

Subject to applicable law and to any express limitation on the proxy's authority appearing on the face of the appointment form, the corporation shall be entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

SECTION 9. Voting of Shares. Except as provided below or, unless the articles of incorporation provide otherwise, and subject to the provisions of Section 12 of this Article II, each outstanding share — regardless of class, shall be entitled to one (1) vote on each matter voted on at a shareholders' meeting. If a quorum exists, action on a matter (other than the election of directors) by a voting group shall be approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation or applicable law require a greater number of affirmative votes. Unless otherwise provided in the articles of

incorporation, directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

SECTION 10. Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.

Absent special circumstances, shares of this corporation shall not be entitled to vote if they are owned, directly or indirectly, by a second corporation, domestic or foreign, and this corporation owns, directly or indirectly, a majority of the shares of the second corporation entitled to vote for the directors of the second corporation. This does not limit the power of this corporation to vote any shares, including its own shares, held by it in a fiduciary capacity.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name. Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

SECTION 11. Informal Action by Shareholders. Action required or permitted by applicable law to be taken at a shareholders meeting may be taken without a meeting if the action is taken by all the shareholders entitled to vote on the action. The action must be evidenced by one or more written consents describing the action taken, signed by all the shareholders entitled to vote on the action, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. If not otherwise determined under applicable law, the record date for determining shareholders entitled to take action without a meeting shall be the date the first shareholder signs such consent. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

If applicable law requires that notice of proposed action be given to nonvoting shareholders and the action is to be taken by unanimous consent of the voting shareholders, the corporation must give its nonvoting shareholders written notice of the proposed action at least ten (10) days before the action is taken. The notice must contain or be accompanied by the same material that, under applicable law, would have been required to be sent to nonvoting shareholders in a notice of meeting at which the proposed action would have been submitted to the shareholders for action.

SECTION 12. Shares Held by Nominees. The corporation may establish a procedure by which the beneficial owner of shares that are registered in the name of a nominee shall be recognized by the corporation as the shareholder. The extent of this recognition may be determined in the

procedure. The procedure may set forth: (1) the types of nominees to which it applies; (2) the rights or privileges that the corporation recognizes in a beneficial owner; (3) the manner in which the procedure shall be selected by the nominee; (4) the information that must be provided when the procedure is selected; (5) the period for which selection of the procedure shall be effective; and (6) other aspects of the rights and duties created.

SECTION 13. Corporation's Acceptance of Votes. If the name signed on a vote, consent, waiver or proxy appointment corresponds to the name of the shareholder, the corporation, if acting in good faith, shall be entitled to accept the vote, consent, waiver or proxy appointment and give it effect as the act of the shareholder.

If the name signed on a vote, consent, waiver or proxy appointment does not correspond to the name of its shareholder, the corporation, if acting in good faith, shall nevertheless be entitled to accept the vote, consent, waiver or proxy appointment and give it effect as the act of the shareholder if: (1) the shareholder is an entity and the name signed purports to be that of an officer or agent of the entity; (2) the name signed purports to be that of an administrator, executor, guardian or conservator representing the shareholder and, if the corporation requests, evidence of fiduciary status acceptable to the corporation has been presented with respect to the vote, consent, waiver or proxy appointment; (3) the name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the corporation requests, evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver or proxy appointment; (4) the name signed purports to be that of a pledgee, beneficial owner or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver or proxy appointment; (5) two (2) or more persons are the shareholders as co-tenants or fiduciaries and the name signed purports to be the name of at least one (1) of the co-owners and the person signing appears to be acting on behalf of all the co-owners.

The corporation shall be entitled to reject a vote, consent, waiver or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation managed under the direction of, its board of directors, subject to any limitation set forth in the articles of incorporation.

SECTION 2. Number, Election, Tenure and Qualifications. The number of directors which shall constitute the whole board shall be eleven (11). A change in the number of directors shall be made only by a vote of the majority of shares of the voting stock of the Corporation. Board of directors shall be elected at each annual shareholders' meeting. The terms of the initial directors of the corporation expire at the first shareholders' meeting at which directors shall be elected. The terms of all other directors expire at the next annual shareholders' meeting following their

election. A decrease in the number of directors does not shorten an incumbent director's term. The term of a director elected to fill a vacancy expires at the next shareholders' meeting at which directors shall be elected. Despite the expiration of a director's term, he continues to serve until his successor shall be elected and qualifies or until there shall be a decrease in the number of directors. A director need not be a resident of this state or a shareholder of the corporation.

SECTION 3. Conflict of Interest. Members of the board shall not have any undisclosed conflicts of interest with the Hospital. Such conflict situations may be present, for example, if an individual board member is a supplier of products or services to the Hospital. Each director will sign a statement by which he or she agrees to be bound by the Corporation's policy on conflicts of interest. A director shall absent himself from the discussion and abstain from voting on any issue in which, or in the outcome of which, such director has an interest other than as a fiduciary of the Hospital. Nothing in this paragraph shall prevent the remaining directors from voting on any issue, contract or recommendation.

SECTION 4. Resignation of Board of Directors: Removal of Board of Directors by Shareholders. A director may resign at any time by delivering written notice to the board of directors, to its chairman or to the corporation. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

The shareholders may remove one or more directors with or without cause unless the articles of incorporation provide that directors may be removed only for cause. If a director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him. If cumulative voting is authorized, a director may not be removed if the number of votes sufficient to elect him under cumulative voting is voted against his removal. If cumulative voting is not authorized, a director may be removed only if the number of votes cast to remove him exceeds the number of votes cast not to remove him. A director may be removed by the shareholders only at a meeting called for the purpose of removing him and the meeting notice must state that the purpose, or one (1) of the purposes, of the meeting shall be removal of the director.

SECTION 5. Regular Meetings. Unless the articles of incorporation or these bylaws provide otherwise, a regular meeting of the board of directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders.

SECTION 6. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or a majority of the members of the board. Unless the articles of incorporation or these bylaws provide for a longer or shorter period, special meetings of the board of directors must be preceded by at least two (2) days' notice of the date, time and place of the meeting. If no place for the meeting has been designated in the notice, the meeting shall be held at the principal office of the corporation. The notice need not describe the purpose of the special meeting unless required by the articles of incorporation or these bylaws.

SECTION 7. Place of Meetings. The board of directors may hold regular or special meetings in or out of this state.

SECTION 8. Quorum. Unless the articles of incorporation or these bylaws require a greater number, a quorum of the board of directors consists of a majority of the number of directors fixed by Article III, Section 2, or a majority of the number of directors prescribed, or if no number is prescribed, the number in office immediately before the meeting begins, if the corporation has a variable-range size board. If less than such number necessary for a quorum shall be present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 9. Manner of Acting. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the board of directors unless the articles of incorporation or bylaws require the vote of a greater number of directors.

SECTION 10. Action Without a Meeting. Unless the articles of incorporation or bylaws provide otherwise, action required or permitted to be taken at a board of directors' meeting may be taken without a meeting if the action is taken by all members of the board. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section shall be effective when the last director signs the consent, unless the consent specifies a different effective date. Such a consent has the effect of a meeting vote and may be described as such in any document.

SECTION 11. Vacancies. Unless the articles of incorporation provide otherwise, if a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors (i) the shareholders may fill the vacancy, (ii) the board of directors may fill the vacancy, or (iii) if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group of shareholders, only the holders of shares of that voting group shall be entitled to fill the vacancy if it is filled by the shareholders. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date or otherwise) may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

SECTION 12. Compensation. Unless the articles of incorporation or these bylaws provide otherwise, the board of directors may fix the compensation of directors. By resolution of the board of directors, each director may be paid his expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as a director or a fixed sum for attendance at each meeting of the board of directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 13. Executive and Other Committees. Unless the articles of incorporation or bylaws provide otherwise, the board of directors may create an executive committee and one or more other committees and appoint members of the board of directors to serve on them. Each committee must have two (2) or more members, who serve at the pleasure of the board of directors. The creation of a committee and appointment of members to it must be approved by the greater of (1) a majority of all the directors in office when the action is taken or (2) the number of directors required by the articles of incorporation or bylaws to take action. To the extent specified by the board of directors or in the articles of incorporation or bylaws, each

committee may exercise the authority of the board of directors. A committee may not, however, (i) authorize distributions, (ii) approve or propose to shareholders action required by applicable law to be approved by shareholders, (iii) fill vacancies on the board of directors or on any of its committees, (iv) amend articles of incorporation pursuant to applicable law authorizing amendment by the board of directors, (v) adopt, amend, or repeal bylaws, (vi) approve a plan of merger not requiring shareholder approval, (vii) authorize or approve the reacquisition of shares, except according to a formula or method prescribed by the board of directors, or (viii) authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares, except that the board of directors may authorize a committee (Or a senior executive officer of the corporation) to do so within limits specifically prescribed by the board of directors. Provisions of these bylaws governing meetings, action without Meetings, notice and waiver of notice, and quorum and voting requirements of the board of directors, apply to committees and their members as well.

SECTION 14. Participation by Telephonic or Other Means. Unless the articles of incorporation or these bylaws provide otherwise, the board of directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

ARTICLE IV OFFICERS

SECTION 1. Number. The officers of the corporation shall be chosen by the board of directors and shall be a president, one or more vice presidents, a secretary and treasurer. The board in its discretion, may also choose a chairman, who must be a director of the corporation. In addition, the president may appoint, or the board of directors may elect one or more assistant secretaries and one or more assistant treasurers who shall have the same duties and authority, respectively, as the secretary and treasurer. Any number of offices, other than the president and the secretary may be held by the same person, unless the articles of incorporation or these bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

SECTION 2. Election. The officers shall be elected or appointed by the board of directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such board. The president shall be a director.

SECTION 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

SECTION 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors with or without cause, when in the judgment of the board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

SECTION 5. Chairman of the Board. The chairman of the board of directors, if there be one, shall preside at all meetings of the board and of the shareholders at which he is present. Except where by law the signature of the president is required, the Chairman shall possess the same power as the president to sign all certificates of stock, contracts, leases, mortgages and other documents and instruments of the corporation which may be authorized by the board. During the absence or disability of the president, the chairman shall exercise all the powers and discharge all the duties of the president. The chairman shall also perform such other duties and exercise such other powers as from time to time may be assigned to him by these bylaws or by the board of directors.

SECTION 6. President. It shall be the duty of the president to preside at all meetings of the board of directors at which he is present, unless the board shall elect a permanent chairman; to call special meetings of the board whenever he may think such meetings are necessary, or as requested to do so in accordance with these bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the secretary or treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

SECTION 7. Vice Presidents. In the absence of the president or in the event of his inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice president in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice president shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

SECTION 8. Secretary. The secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officers. He shall sign such instruments as require his signature and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the board of directors.

SECTION 9. Assistant Secretary. The assistant secretary, or (if there be more than one) the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

SECTION 10. Treasurer. The treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the

corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the president and board of directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the board of directors.

SECTION 11. Assistant Treasurer. The assistant treasurer, or, if there be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and such other powers as the board of directors may from time to time prescribe.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors, such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

SECTION 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, companies or other depositories as the board of directors may select.

ARTICLE VI

CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. Certificates for Shares. Shares shall be represented by certificates. Certificates representing shares of the corporation shall be in such form as shall be determined by the board of directors. At a minimum, each share certificate must state on its face (1) the name of the corporation and that the corporation is organized under the law of the State of Mississippi; (2) the name of the person to whom issued; and (3) the number and class of shares and the designation of the series, if any, the certificate represents. If the corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences and limitations applicable to each class and the variations in rights, preferences and limitations determined for each series (and the authority of the board of directors to determine variations for future series) must be summarized on the front or back of each certificate or the corporation must furnish the shareholder this information on request in writing and without charge.

Each share certificate must be signed (either manually or in facsimile) by the president or a vice president and by the secretary or an assistant secretary or by such other officers designated in the bylaws or by the board of directors so to do, and may be sealed with the corporate seal. If the person who signed (either manually or in facsimile) a share certificate no longer holds office when the certificate is issued the certificate is nevertheless valid.

All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in the case of a lost, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the board of directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the corporation, and on surrender for cancellation of the certificate for such shares.

ARTICLE VII INDEMNIFICATION

SECTION 1. Right of Indemnity. The corporation shall indemnify its officers and directors to the fullest extent permitted under applicable law.

SECTION 2. Right of Corporation to Insure. The corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the corporation or who, while a director, officer, employee or agent of the corporation is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against liability asserted against or incurred by him in that capacity or arising from his status as a director, officer, employee or agent, whether or not the corporation would have power to indemnify him against such liability under applicable law.

ARTICLE VIII NOTICE

Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice may be communicated in person, by telephone, telegraph, teletype or other form of wire or wireless communication or by mail or private carrier. If these forms of personal notice shall be impracticable, notice may be communicated by a newspaper of general circulation in the area where published or by radio, television or other form of public broadcast communication. Written notice to shareholders, if in a comprehensible form, shall be effective when mailed, if mailed postpaid and correctly addressed to the shareholder's address shown in the corporations current record of shareholders.

Except as provided above with respect to notice to shareholders, written notice, if in a comprehensible form, shall be effective at the earliest of the following:

- (1) When received;
- (2) Five (5) days after its deposit in the United States mail, as evidenced by the postmark, if mailed postpaid and correctly addressed;
- (3) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice shall be effective when communicated if communicated in a comprehensible manner.

If applicable law prescribes notice requirements for particular circumstances, those requirements govern. If the articles of incorporation or these Bylaws prescribe notice requirements, not inconsistent with this section or other provisions of applicable law, those requirements govern.

ARTICLE IX

WAIVER OF NOTICE: ASSENT TO ACTIONS

Unless otherwise provided by law, a shareholder or director of the corporation may waive any notice required by applicable law, the articles of incorporation or these bylaws, before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director who is present at a meeting of the board of directors or a committee of the board of directors when corporate action is taken shall be deemed to have assented to the action taken unless (i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting business at the meeting, (ii) his dissent or abstention from the action taken shall be entered in the minutes of the meeting, or (iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

ARTICLE X
EMERGENCY BYLAWS

The emergency bylaws provided in this article shall be operative during any emergency in the conduct of the business of the corporation, notwithstanding any different provision in the preceding articles of the bylaws or in the articles of incorporation of the corporation or in the Mississippi Business Corporation Act. An emergency exists if a quorum of the corporation's directors cannot readily be assembled because of some catastrophic event. To the extent not inconsistent with the provisions of this article, the bylaws provided in the preceding articles shall remain in effect during such emergency and upon its termination the emergency bylaws shall cease to be operative.

During any such emergency:

(a) A meeting of the board of directors may be called by any officer or director of the corporation. Notice of the meeting shall be given by the officer or director calling the meeting only to those directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio.

(b) One or more officers of the corporation present at a meeting of the board of directors may be deemed to be directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum.

(c) The board of directors, either in anticipation of or during any such emergency, may modify lines of succession to accommodate the incapacity of any director, officer, employee or agent.

(d) The board of directors, either in anticipation of or during any such emergency, may relocate the principal offices or regional offices, or authorize the officers to do so.

Corporate action taken in good faith during an emergency under this section to further the ordinary business affairs of the corporation binds the corporation and may not be used to impose liability on a corporate director, officer, employee or agent.

These emergency bylaws shall be subject to repeal or change by further action of the board of directors or by action of the shareholders, but no such repeal or change shall modify the provisions of the next preceding paragraph with regard to action taken prior to the time of such repeal or change. Any amendment of these emergency bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

ARTICLE XI
FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the board of directors.

ARTICLE XII
DISTRIBUTIONS

The board of directors may authorize and the corporation may make distributions to its shareholders, subject to restriction by the articles of incorporation and applicable law. .

ARTICLE XIII
CORPORATE SEAL

The Corporation shall have no seal and any document duly executed by the officer so authorized by the board of directors or these Bylaws shall have such legal effect as though a seal had been affixed thereto. In the event a seal shall be used, it shall have inscribed thereon the name of the Corporation, the state of incorporation and the words "Corporate Seal."

ARTICLE XIV
ADMINISTRATION OF MEDICAL FACILITY

SECTION 1. Operating Philosophy. It shall be the policy of the Corporation that any medical facility ("Hospital") owned by the Corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator who shall serve as the Chief Executive Officer of the Hospital ("Hospital CEO"). The medical practice conducted in each Hospital shall be under the supervision of the medical staff of such Hospital ("Medical Staff") and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

SECTION 2. Hospital Purposes. The purposes of the Hospital shall be:

- (a) To provide and manage facilities, personnel and services designed to diagnose and treat patients. Patient care shall be provided to sick, injured or disabled persons without regard to race, creed, color, sex or national origin;
- (b) To provide appropriate facilities and needed services to serve best the needs of patients; promote the general health of the community; to encourage education and training of hospital employees and staff appointees; and to maintain the quality of patient care that is achievable commensurate with resources available;
- (c) To carry on such education activities related to rendering care to the sick and injured or to the promotion of health as may be justified by the facilities, personnel, funds or other requirements that are, or can be made, available; and
- (d) To manage, operate or participate in, so far as Hospital policy, circumstances and available funds may warrant, any activity designed and carried on to promote the general health of the community.

SECTION 3. Enumeration of Board Functions in Management of Hospital. The board is directly responsible for the functions enumerated below:

- (a) Medical Staff appointments and reappointments, and the granting of staff privileges following recommendations of the Medical Staff;
- (b) Suspension or removal of any physician from the Medical Staff and reductions, extensions, suspensions or terminations of privileges in accordance with the provisions of these Bylaws and the applicable provisions of the Medical Staff bylaws ("Medical Staff Bylaws");

- (c) Adoption of, amendments to or repeal of, rules and regulations governing the Medical Staff;
- (d) Decisions regarding quality of service to be made available at the Hospital;
- (e) Encourage programs for continuing education for Medical Staff appointees and appropriate in-service education programs for Hospital employees, for the purpose of improving clinical and employee performance;
- (f) Require the development of a performance improvement program which includes a mechanism for review of the quality of patient care services provided by the Medical Staff and by individuals who are not subject to the Medical Staff privilege delineation process;
- (g) Review the performance improvement programs on an ongoing basis;
- (h) Review periodically the hospital's management plan ("Hospital's Management Plan") with the Hospital CEO of the Hospital; and
- (i) Develop mechanisms for dispute resolutions both within the board and within the Hospital.

SECTION 4. Hospital CEO. The board of directors shall select and employ a competent and experienced Hospital CEO who shall be its direct representative in the management of the medical facility and serve as a liaison of the board of directors. The board shall consider, education, experience and endorsement by peers in determining the qualifications of a candidate for Hospital CEO. The Hospital CEO shall function as chief executive officer of the Hospital and shall report to the President (or designee) of the Corporation. The Hospital CEO shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the board of directors. He or she shall function as chief executive officer of the Hospital.

Duties of Hospital CEO The authority and duties of the Hospital CEO shall include responsibility for:

- (a) Establishing policies and procedures in collaboration with Executive Staff, Department Heads, and leaders of the Medical Staff, and carrying out all policies and procedures as adopted by the board of directors;
- (b) Providing an orientation program for new board members and continuing education program for all board members, based at least in part on identified needs, and maintaining a written record of all board Orientation and Continuing Education activities;
- (c) Reporting to the board and to the Medical Staff on the overall activities of the Hospital, to include hospital performance improvement, risk management and safety programs (including an incident reporting system), as well as on appropriate federal, state and local developments that affect the operation of the Hospital;
- (d) Providing the Hospital's quality assurance/improvement committee with adequate support and personnel reasonably required to carry out their quality assurance/improvement activities;

- (e) Organizing the functions of the Hospital, delegating duties and establishing formal means of accountability on the part of subordinates;
- (f) Establishing, reviewing and where appropriate, adjusting charges within the framework of policies established by the board;
- (g) Negotiating and finalizing professional, consultant and service contracts in accordance with Corporate policy, for submission to the board for their review prior to submission to the President (or designee) for approval;
- (h) Establishing such Hospital departments as are necessary;
- (i) Implementing a written plan of internal control and a management reporting system for the Hospital;
- (j) Selecting, employing, controlling, evaluating and discharging of employees, including development of criteria for use in these activities, and developing and maintaining personnel policies and practices for the Hospital;
- (k) Maintaining physical properties in a good state of repair and good operating conditions;
- (l) Supervising business affairs to ensure that funds are collected and expended to the best possible advantage;
- (m) Directing the preparation of annual operating and capital budgets, position controls, and three year plans/forecasts, in accordance with Corporate policy; reviewing and revising same for presentation to the President (or designee) for review and approval;
- (n) Recommending adequate Hospital insurance coverage and directing effective safety and risk management programs;
- (o) Cooperating with the Medical Staff and with those concerned with the rendering of professional services to the end that a quality of care that is optimally achievable may be rendered to patients;
- (p) Presenting to the board periodic reports reflecting the status of the Hospital and presenting, preparing, and submitting of such special reports as may be required;
- (q) Attending all meetings of the board and committees thereof;
- (r) Serving as liaison officer and conveying all communications between the board, the Medical Staff and Hospital employees;
- (s) Being responsible for assuring that the Hospital conforms to the requirements of authorized planning, regulatory, and inspecting agencies; reviewing and acting promptly upon the reports of such agencies;

- (t) Overseeing Hospital liaison and compliance with the laws and regulations of federal, state and local governmental agencies and with the standards, rules and regulations of the various other accrediting and approval agencies, including the acquisition and maintenance of accreditation by the Joint Commission for Accreditation of Healthcare Organizations;
- (u) Designating in writing other individuals, by name or position, who are, in order of succession, authorized to act for him during any period of his absence from the Hospital;
- (v) Assisting any auxiliary organizations of the Hospital with policies, management and services when called upon;
- (w) Performing any other duty within the express or implicit terms of his duties hereunder that may be necessary for the best interest of the Hospital;
- (x) Negotiating, entering into, performing, modifying and terminating all contracts with physicians in accordance with Corporate policy;
- (y) Purchasing or leasing medical equipment for the Hospital in accordance with Corporate policy; and
- (z) Presenting to the board periodic organizational reports which establish clear lines of responsibility and accountability within departments and accountability between department directors and executive staff.

SECTION 5. Medical and Dental Staff.

- (a) The Staff shall operate as a part of the Hospital, through its committees and officers, responsible and accountable to the board for the discharge of those duties and responsibilities delegated to it by the board from time to time;
- (b) The Staff shall undertake periodic review of the Staff Bylaws, Rules and Regulations as set forth in the Staff Bylaws and shall report the results of such reviews to the board no less than every other year. In recommending Staff Bylaws to facilitate the functioning of the Staff and to accomplish the purposes set forth in Article XIV, Section 2, the Staff shall follow the procedures set forth in the Staff Bylaws. Only such Staff Bylaws as are adopted by the board shall be effective and the board retains the right to rescind any authority or procedures delegated to the Staff by the Staff Bylaws or otherwise, and to amend the Staff Bylaws as necessary for the good operation of the Hospital;
- (c) The board shall act upon applications for appointment, reappointment, specific clinical privileges and assignments of responsibilities within the Staff;
- (d) The board shall appoint only professionally competent practitioners meeting the personal and professional qualifications prescribed in the Staff Bylaws to the Staff. Persons so appointed shall have full responsibility for the treatment of the individual hospital patient subject only to such limitations as the board and its designees may impose, and to the Staff Bylaws and Rules and Regulations of the Staff as adopted by the board. Appointments shall be for two years, renewable

every two years in accordance with the reappointment procedures set forth in the Staff Bylaws and these Corporate Bylaws;

- (e) The board shall make decisions upon recommendations from the Staff as to the types and extent of professional work permitted to be done by each appointee of the Staff;
- (f) The board shall make decisions upon recommendations from the Staffing regard to the adoption of amendments to, or repeal of, rules and regulations governing the Staff;
- (g) The board shall receive and act upon recommendations from the Staff respecting any communications and/or requests presented by the duly authorized representatives of the Staff;
- (h) From time to time the board shall evaluate the number, age, admissions, and hospital activities of appointees in each staff department;
- (i) All applications for appointment to the Staff shall be in writing and shall be addressed to the Hospital CEO. They shall contain full information concerning the applicant's education, licensure, practice, competence, previous performance and hospital experience, and any unfavorable history with regard to licensure and hospital privileges;
- (j) At its next regular meeting after receipt of a recommendation from the Staff Executive Committee concerning an applicant for Staff appointment or an appointee to the Staff, the board shall act in the matter;
- (k) Whenever a practitioner requests a hearing due to a specific adverse sanction (denials, suspensions, revocations, reductions and limitations of aspects of Staff appointment or clinical privileges), the hearing shall be conducted in accordance with the Fair Hearing Plan appended to these Bylaws or any amendment to or restatement thereof;
- (l) When the board takes final, action in the matter, it shall send notice of such decision through the Hospital CEO by certified mail, return receipt requested, to the applicant or appointee involved. The board, the Chief of Staff, the Staff and the department or service concerned shall also be notified of the decision;
- (m) If an application is denied by the board, the applicant may reapply for appointment to the Staff after the expiration of two years from the date of such denial, unless the board provides otherwise in the formal written denial;
- (n) After the board agrees to the appointment or reappointment of an applicant, the Hospital CEO shall make available to that applicant a copy of the appropriate sections of these Corporate Bylaws and all such hospital policies and directives as are applicable to appointees to the Staff, and the Bylaws, Rules and Regulations of the Staff in force at that time. The applicant shall sign a statement furnished him by the Hospital CEO declaring that he has read and understood all such Bylaws, Rules and Regulations, policies and directives, and that he specifically agrees to the following undertakings:
 - (i) An obligation as an appointee to the Staff to provide continuous care and supervision as needed to all hospital patients for whom he has responsibility;

(ii) An agreement to abide by all such Bylaws of the Corporation and Policies and Directives of the Hospital, including all such Bylaws, Rules and Regulations of the Staff as shall be in force during the time he is appointed or reappointed to the Staff of the Hospital; and

(iii) An agreement to accept committee assignments and such other duties and responsibilities as shall be assigned to him by the board and the Staff.

(o) Physicians having contracts with the Hospital requiring membership on the medical staff shall achieve membership status by the same procedures of application, review, appointment and reappointment provided for other medical staff members. If the Medical Staff Bylaws, or any other Bylaws, conflict with the provisions of the written contract between the physician and the Hospital, then and in that event, the provisions of the written contract shall prevail over the Bylaws as written or amended. No amendment to the Medical Staff Bylaws or any other Bylaws shall override the provisions of a physician-Hospital contract regarding termination of staff privileges or otherwise. If there is no provision in the contract regarding staff privileges, then the physicians' medical staff privileges shall not be terminated without the same due process provided for other members of the medical staff.

SECTION 6. Quality of-Care and Administrative Support. The board through the Hospital CEO shall assure that the Staff is provided with the administrative assistance necessary to conduct performance improvement activities in accordance with the Hospital's performance improvement plan. This includes the services of the appropriate departments, as well as any other administrative or technical assistance deemed necessary and appropriate to facilitate the Staff's conduct of quality assurance/improvement activities. The nature and the frequency of submission of required reports shall be in accordance with the Hospital's Performance Improvement Plan and the Staff Bylaws, Rules and Regulations.

ARTICLE XV

COMPENSATION COMMITTEE

SECTION 1. Composition and Election. The Compensation Committee shall be composed of nine (9) members as follows:

(a) four (4) of the committee members shall be appointed by the Board of directors of the Corporation, provided that one of the members so chosen by the board shall be a physician who, at the time of such appointment, is in the full-time employ of River Region Medical Corporation.

(b) two (2) of the committee members shall be elected by the physicians who, at the time of such election, are in the direct full-time employ of River Region Medical Corporation, from a slate of four (4) such physicians nominated by the board of directors; and

(c) three (3) of the committee members shall be elected by the physicians who, at the time of such election, are in the direct full-time employ of Vicksburg Clinic, Inc., a wholly-owned subsidiary of the Corporation, from a slate of six (6) such physicians nominated by the board of directors.

The persons elected shall serve for two (2) year terms with any vacancy created by resignation or otherwise being filled by the method as set forth above which applies to the vacated position.

SECTION 2. Chairman of the Compensation Committee. The Chairman of the Compensation Committee shall be appointed by the board of directors of the corporation. The Chairman shall preside over meetings, administer the minutes of all meetings, record all votes taken at such meetings, ensure that all administrative actions are carried out by the Compensation Committee and communicate to the board of directors of the Corporation the actions and decisions as made by the Compensation Committee.

SECTION 3. Purpose. The Compensation Committee shall make recommendations to the board of directors with respect to the Production Percentage to be used in calculating compensation under physician employment contracts with the Corporation which provide for such recommendation by a Compensation Committee and give such other advice to the board of directors with respect to the compensation of employed physicians of the Corporation as requested by the board of directors from time to time. The specific duties of the committee shall include the following:

1. Individual physician compensation.

(a) Methodology, to include fee for service and capitation.

(b) Production percentages within the framework of methodology.

(c) Make recommendations for base salaries for newly recruited physicians.

2. Address general matters impacting physician compensation such as managed care contracts, assignment, changes in billing methods, etc.

3. Facilitate, as much as possible, the accommodation of different physicians' practice styles.

4. Address special situations, such as compensation for activities outside daily medical practice.

5. Assist in the development of a physician recruitment plan.

6. The Compensation Committee will not address those issues which are the responsibility of the Medical Advisory Board. These duties have been specifically defined for the Medical Advisory Board and approved by the board of directors.

SECTION 4. Meetings. Meetings of the Compensation Committee may be called by or at the request of the board of directors or by the Chairman of the Compensation Committee and must be preceded by at least two days notice of the date, time and place of meeting. A quorum of the Compensation Committee exists if a majority of the members are present and, if a quorum is present when the vote is taken, an affirmative vote of the majority of the members is the act of the Compensation Committee in rendering advice and recommendations to the Board of directors of the Corporation.

SECTION 5. Administration of Compensation System. The compensation shall be administered by the board of directors, with the advice of the Compensation Committee. The Compensation Committee shall make a recommendation to the board of directors with respect to the Employee's Production Percentage payable to the Employee for each Renewal Term; provided,

however, that the Employee's Production Percentage shall not be increased unless approved by a vote of seven (7) of the eleven (11) members of the board of directors. In the event the Compensation Committee is unable to make a recommendation on the Employee's Production Percentage, then the board of directors shall set the Employee's Production Percentage payable for the next renewal term, provided, however, a decrease in the Employee's Production Percentage from the previous term must be approved by a vote of seven (7) of the eleven (11) members of the board of directors.

SECTION 6. Amendment to this Article XV. Any amendment or modification to this Article XV shall be made only by a vote of the majority of shares of the voting stock of the Corporation.

ARTICLE XVI MEDICAL ADVISORY BOARD

SECTION 1. Composition and Election. The Medical Advisory Board shall be composed of ten (10) members as follows:

(a) five (5) of the Medical Advisory Board members shall be elected by physicians who, at the time of such election, are in the direct full-time employ of River Region Medical Corporation from a slate of all the physicians who are in the direct full-time employ of River Region Medical Corporation. The five physicians receiving the most votes will be appointed to the Medical Advisory Board; and

(b) five (5) of the Medical Advisory Board members shall be elected by the physicians who, at the time of such election, are in the direct full-time employ of Vicksburg Clinic, Inc., a wholly-owned subsidiary of the Corporation from a slate of all the physicians who are in the direct full-time employ of Vicksburg Clinic, Inc. The five physicians receiving the most votes will be appointed to the Medical Advisory Board.

SECTION 2. Purpose and Duties. The purpose and duties of the Medical Advisory Board shall be to advise the board of directors of the Corporation as to the medical aspects of the Corporation's clinical operations and to address patient issues, including standards of care, medical staff credentialing, scheduling and call requirements, treatment modalities, procedure coding, other issues affecting patient care and physician fee schedules; provided, however, the Medical Advisory Board shall serve only in an advisory capacity and shall not have the authority to act on behalf of the Board of directors or for the Corporation and shall report only to the Board of directors of the Corporation.

Specifically, the duties of the Medical Advisory Board shall be as follows:

(a) Approve activities and mechanisms to assess, preserve and improve the overall quality and efficiency of patient care with respect to medical matters, to monitor and evaluate the quality of patient care, to identify and resolve any patient care problems, and identify opportunities to improve patient care and to take action thereon.

(b) Develop and oversee medical protocols and documentation, quality assurance, criteria and utilization review and coding activities for patient care.

- (c) Develop and implement the mechanisms to review credentials of physicians relative to the office practices of employed physicians.
- (d) Determine all on-call coverage schedules and requirements.
- (e) Be responsible for actions relating to patient acceptance, patient discharge, and patient referrals within the clinics.
- (f) Oversee the clinic medical and clinical staff, which shall be separate from the hospital medical staff.
- (g) Administer clinic administrative policies and procedures, as established by the River Region Medical Corporation Governing Board.
- (h) Participate in the coordination of activities required by licensing and regulatory agencies.
- (i) Investigate, and if necessary, recommend action regarding any ethical issues raised by patients and/or their families.
- (j) Review and make recommendation regarding clinic fee schedules.
- (k) Administer such other responsibilities as shall be consistent with the Mississippi Professional Practice Act and shall be delegated from time to time by the board of directors.

SECTION 3. Chairman of the Medical Advisory Board. The Chairman of the Medical Advisory Board shall be elected by a majority vote of the members of the Medical Advisory Board. The Chairman shall preside over meetings, administer the minutes of all meetings, record all votes taken at such meetings, ensure that all administrative actions are carried out by the Medical Advisory Board and communicate to the board of directors of the Corporation the actions and decisions as made by the Medical Advisory Board.

SECTION 4. Meetings. Meetings of the Medical Advisory Board may be called by or at the request of the board of directors of the Corporation or by the Chairman of the Medical Advisory Board. All votes taken by the Medical Advisory Board shall be by a majority vote of the members present at the meeting provided that a majority of the members are-present at the meeting.

SECTION 5. Amendment to this Article XVI. Any amendment or modification to this Article XVI shall be made only by a vote of the majority of shares of the voting stock of the Corporation.

ARTICLE XVII GENERAL PROVISIONS

SECTION 1. Duality of Interest. Any board member, officer, employee, or committee member having an interest in a contract or other transaction presented to the Hospital CEO for authorization, approval or ratification shall give prompt, full and frank disclosure of his interest to the Hospital CEO prior to action by the Hospital CEO on such contract or transaction.

SECTION 2. Indemnification. The Corporation shall indemnify any present or former employee or agent of the Hospital, including any Staff appointee engaged in Hospital business through committee or other service to the extent and in the manner set forth in these Bylaws, (hereinafter, "Official Acts"). Such indemnity shall be for expenses and costs actually and necessarily incurred by him in connection with the defense or settlement of any pending or threatened action, suit or proceeding to which he is made a party by reason of his being or having been such an official, except in relation to matters as to which he shall be finally adjudged to be liable of willful misconduct amounting to bad faith. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under these Bylaws or any agreement, vote of the board or insurance purchased by the Hospital or Corporation.

SECTION 3. Auxiliary and Associated Organizations. The board may authorize the formation of auxiliary and associate organizations to assist in the fulfillment of the purposes of the Hospital. Each such organization shall establish its rules and regulations and make amendments thereto which shall be subject to board approval and which shall not be inconsistent with these Bylaws or the standing rules of the board or the Hospital. The services and activities of any individual volunteers who are not members of an organized auxiliary organization will be supervised by an administrative delegate. Reports and other information which these Bylaws require the Staff to transmit to the board shall be deemed so transmitted when delivered, unless otherwise specified, to the Hospital CEO.

SECTION 4. Transmittal of Reports. Reports and other information which these Bylaws require the Staff to transmit to the board shall be deemed so transmitted when delivered, unless otherwise specified, to the Hospital CEO.

ARTICLE XVIII AMENDMENTS

(a) Unless the articles of incorporation, applicable law, a resolution of the shareholders or specific Bylaw provision reserves this power exclusively to the shareholders in whole or in part, the Corporation's board of directors may amend or repeal these Bylaws and adopt new Bylaws at any regular or special meeting of the board of directors.

(b) The board shall review these Bylaws annually to ensure compliance with applicable law and the requirements of the Joint Commission for the Accreditation of Healthcare Organizations; any amendments shall be made in accordance with (a) above.

APPROVED AND ADOPTED AS AMENDED, EFFECTIVE AS OF 29, April, 1997.

/s/ Mary T. Brasseaux
MARY T. BRASSEAU, Secretary

F0001 — Page 1 of 2

Filed 07/09/1997
ERIC CLARK
Secretary of State
State of Mississippi

The undersigned, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation

Profit Nonprofit

2. Name of the Corporation

QHG of Hattiesburg, Inc.

3. The future effective date is []

(Complete if applicable)

4. FOR NONPROFITS ONLY: The period of duration is 0 years or 0 perpetual

5. FOR PROFITS ONLY: The number (and Classes) if any of shares the corporation is authorized to issue is (are) as follows

Classes	# of Shares Authorized	If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:
Common	1,000 (\$1.00 par value)	

(See Attached)

6. Name and Street Address of the Registered Agent and Registered Office is

Name Corporation Service Company

Physical Address 506 South President Street

P.O. Box

City, State, ZIP5, ZIP4 Jackson MS 39201

F0001 — Page 2 of 2

7. The name and complete address of each incorporator are as follows

Name Gayle Jenkins

Street 103 Continental Place

P.O. Box

City, State, ZIP5, ZIP4 Nashville TN 37027

Name

Street

P.O. Box

City, State, ZIP5, ZIP4

Name

Street

P.O. Box

City, State, ZIP5, ZIP4

Name

Street

P.O. Box

City, State, ZIP5, ZIP4

8. Other Provisions o See Attached

9. Incorporators' Signatures (please keep writing within blocks)

/s/ Gayle Jenkins

Incorporator

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1
Articles of Incorporation

F0001 — Page 1 of 2

Filed 07/09/1997
ERIC CLARK
Secretary of State
State of Mississippi

The undersigned, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation

Profit Nonprofit

2. Name of the Corporation

QHG of Forrest County, Inc.

3. The future effective date is []

(Complete if applicable)

4. FOR NONPROFITS ONLY: The period of duration is 0 years or 0 perpetual

5. FOR PROFITS ONLY: The number (and Classes) if any of shares the corporation is authorized to issue is (are) as follows

Classes	# of Shares Authorized	If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:
Common	1,000 (\$1.00 par value)	

(See Attached)

6. Name and Street Address of the Registered Agent and Registered Office is

Name Corporation Service Company

Physical Address 506 South President Street

P.O. Box

City, State, ZIP5, ZIP4 Jackson MS 39201

7. The name and complete address of each incorporator are as follows

Name Gayle Jenkins

Street 103 Continental Place

P.O. Box

City, State, ZIP5, ZIP4 Brentwood TN 37027

Name

Street

P.O. Box

City, State, ZIP5, ZIP4

Name

Street

P.O. Box

City, State, ZIP5, ZIP4

Name

Street

P.O. Box

City, State, ZIP5, ZIP4

8. Other Provisions or See Attached

9. Incorporators' Signatures (please keep writing within blocks)

/s/ Gayle Jenkins Incorporator

AMENDED AND RESTATED BYLAWS
OF
RIVER REGION MEDICAL CORPORATION

ARTICLE I
PRINCIPAL OFFICES

The principal office of the corporation in the State of Mississippi shall be located in the City of Vicksburg, County of Warren. The corporation may have such other offices, either within or without the State of Mississippi, as the board of directors may designate or as the business of the corporation may require from time to time.

ARTICLE II
SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held at such time and date in each year as may be determined by the directors, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Mississippi, such meeting shall be held on the next succeeding business day.

If the election of directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

SECTION 2. Special Meetings. The corporation shall hold a special meeting of shareholders (1) on call of its board of directors or the president; or (2) unless the articles of incorporation provide otherwise, if the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the corporation's secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. If not otherwise fixed under applicable law, the record date for determining shareholders entitled to demand a special meeting shall be the date the first shareholder signs the demand.

SECTION 3. Place of Meeting. The board of directors may designate any place, either within or without the State of Mississippi, for any annual meeting or for any special meeting of shareholders. A valid waiver of notice signed by all shareholders entitled to notice may designate any place, either within or without the State of Mississippi, as the place for any annual meeting or for any special meeting of shareholders. Unless the notice of the meeting states otherwise, shareholders, meetings shall be held at the corporation's principal office.

SECTION 4. Notice of Meeting. The corporation shall notify shareholders of the date, time and place of each annual and special shareholders' meeting no fewer than ten (10) nor more than sixty (60) days before the meeting date.

Unless applicable law or the articles of incorporation require otherwise, the corporation shall give notice only to shareholders entitled to vote at the meeting. Unless applicable law or the articles of incorporation require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting shall be called, only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

Unless these bylaws require otherwise, if an annual or special shareholders' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be filed under applicable law or Article II, Section 5 of these bylaws, however, notice of the adjourned meeting must be given under this section to persons who are shareholders as of the new record date.

SECTION 5. Closing of Transfer Books or Fixing of Record Date. The board of directors of the corporation may fix the record date for one or more voting groups in order to determine shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote or to take any other action. A record date may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. If not otherwise fixed by law, the record date for determining shareholders entitled to notice of and to vote at an annual or special shareholders' meeting shall be the day before the first notice is delivered to shareholders. If the board of directors does not fix the record date for determining shareholders entitled to a distribution (other than one involving a purchase, redemption or other acquisition of the corporation's shares), it shall be the date the board of directors authorizes the distribution. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting shall be effective for any adjournment of the meeting unless the board of directors fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

SECTION 6. Voting Lists. After fixing a record date for a meeting, the corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of a shareholders' meeting. The list must be arranged by voting group (and within each voting group by class or series of shares) and show the address of and number of shares held by each shareholder.

The shareholders' list must be available for inspection by any shareholder beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A shareholder, his agent or attorney shall be entitled on written demand to inspect and, subject to the requirements of applicable law, to copy the list during regular business hours and at his expense, during the period it shall be available for inspection. The corporation shall make the shareholders' list available at the meeting, and any shareholder, his agent or attorney shall be entitled to inspect the list at any time during the meeting or any adjournment.

SECTION 7. Quorum. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Unless the articles of incorporation or applicable law impose other quorum requirements, a majority of the votes entitled to be cast on the matter by a voting group, represented in person or by proxy, shall constitute a quorum of that voting group for action on that matter. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice except as may be required by Article 11, Section 4 of these bylaws or by applicable law. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. Once a share is represented for any purpose at a meeting, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

SECTION 8. Proxies. A shareholder may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment of a proxy shall be effective when received by the secretary or other officer or agent authorized to tabulate votes of the corporation. An appointment shall be valid for eleven (11) months unless a longer period is expressly provided in the appointment form. An appointment of a proxy shall be revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment shall be coupled with an interest. Appointments coupled with an interest include the appointment of (1) a pledgee; (2) a person who purchased or agreed to purchase the shares; (3) a creditor of the corporation who extended it credit under terms requiring the appointment; (4) an employee of the corporation whose employment contract requires the appointment; or (5) a party to a voting agreement created under applicable law.

The death or incapacity of the shareholder appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity shall be received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises his authority under the appointment. An appointment made irrevocable because it is coupled with an interest shall be revoked when the interest with which it is coupled is extinguished. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he did not know of its existence when he acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates.

Subject to applicable law and to any express limitation on the proxy's authority appearing on the face of the appointment form, the corporation shall be entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

SECTION 9. Voting of Shares. Except as provided below or, unless the articles of incorporation provide otherwise, and subject to the provisions of Section 12 of this Article II, each outstanding share — regardless of class, shall be entitled to one (1) vote on each matter voted on at a shareholders' meeting. If a quorum exists, action on a matter (other than the election of directors) by a voting group shall be approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the articles of incorporation or applicable law require a greater number of affirmative votes. Unless otherwise provided in the articles of

incorporation, directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

SECTION 10. Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine.

Absent special circumstances, shares of this corporation shall not be entitled to vote if they are owned, directly or indirectly, by a second corporation, domestic or foreign, and this corporation owns, directly or indirectly, a majority of the shares of the second corporation entitled to vote for the directors of the second corporation. This does not limit the power of this corporation to vote any shares, including its own shares, held by it in a fiduciary capacity.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name. Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

SECTION 11. Informal Action by Shareholders. Action required or permitted by applicable law to be taken at a shareholders, meeting may be taken without a meeting if the action is taken by all the shareholders entitled to vote on the action. The action must be evidenced by one or more written consents describing the action taken, signed by all the shareholders entitled to vote on the action, and delivered to the corporation for inclusion in the minutes or filing with the corporate records. If not otherwise determined under applicable law, the record date for determining shareholders entitled to take action without a meeting shall be the date the first shareholder signs such consent. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

If applicable law requires that notice of proposed action be given to nonvoting shareholders and the action is to be taken by unanimous consent of the voting shareholders, the corporation must give its nonvoting shareholders written notice of the proposed action at least ten (10) days before the action is taken. The notice must contain or be accompanied by the same material that, under applicable law, would have been required to be sent to nonvoting shareholders in a notice of meeting at which the proposed action would have been submitted to the shareholders for action.

SECTION 12. Shares Held by Nominees. The corporation may establish a procedure by which the beneficial owner of shares that are registered in the name of a nominee shall be recognized by the corporation as the shareholder. The extent of this recognition may be determined in the

procedure. The procedure may set forth: (1) the types of nominees to which it applies; (2) the rights or privileges that the corporation recognizes in a beneficial owner; (3) the manner in which the procedure shall be selected by the nominee; (4) the information that must be provided when the procedure is selected; (5) the period for which selection of the procedure shall be effective; and (6) other aspects of the rights and duties created.

SECTION 13. Corporation's Acceptance of Votes. If the name signed on a vote, consent, waiver or proxy appointment corresponds to the name of the shareholder, the corporation, if acting in good faith, shall be entitled to accept the vote, consent, waiver or proxy appointment and give it effect as the act of the shareholder.

If the name signed on a vote, consent, waiver or proxy appointment does not correspond to the name of its shareholder, the corporation, if acting in good faith, shall nevertheless be entitled to accept the vote, consent, waiver or proxy appointment and give it effect as the act of the shareholder if: (1) the shareholder is an entity and the name signed purports to be that of an officer or agent of the entity; (2) the name signed purports to be that of an administrator, executor, guardian or conservator representing the shareholder and, if the corporation requests, evidence of fiduciary status acceptable to the corporation has been presented with respect to the vote, consent, waiver or proxy appointment; (3) the name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the corporation requests, evidence of this status acceptable to the corporation has been presented with respect to the vote, consent, waiver or proxy appointment; (4) the name signed purports to be that of a pledgee, beneficial owner or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver or proxy appointment; (5) two (2) or more persons are the shareholders as co-tenants or fiduciaries and the name signed purports to be the name of at least one (1) of the co-owners and the person signing appears to be acting on behalf of all the co-owners.

The corporation shall be entitled to reject a vote, consent, waiver or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation managed under the direction of, its board of directors, subject to any limitation set forth in the articles of incorporation.

SECTION 2. Number, Election, Tenure and Qualifications. The number of directors which shall constitute the whole board shall be eleven (11). A change in the number of directors shall be made only by a vote of the majority of shares of the voting stock of the Corporation. Board of directors shall be elected at each annual shareholders' meeting. The terms of the initial directors of the corporation expire at the first shareholders' meeting at which directors shall be elected. The terms of all other directors expire at the next annual shareholders' meeting following their

election. A decrease in the number of directors does not shorten an incumbent director's term. The term of a director elected to fill a vacancy expires at the next shareholders' meeting at which directors shall be elected. Despite the expiration of a director's term, he continues to serve until his successor shall be elected and qualifies or until there shall be a decrease in the number of directors. A director need not be a resident of this state or a shareholder of the corporation.

SECTION 3. Conflict of Interest. Members of the board shall not have any undisclosed conflicts of interest with the Hospital. Such conflict situations may be present, for example, if an individual board member is a supplier of products or services to the Hospital. Each director will sign a statement by which he or she agrees to be bound by the Corporation's policy on conflicts of interest. A director shall absent himself from the discussion and abstain from voting on any issue in which, or in the outcome of which, such director has an interest other than as a fiduciary of the Hospital. Nothing in this paragraph shall prevent the remaining directors from voting on any issue, contract or recommendation.

SECTION 4. Resignation of Board of Directors: Removal of Board of Directors by Shareholders. A director may resign at any time by delivering written notice to the board of directors, to its chairman or to the corporation. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

The shareholders may remove one or more directors with or without cause unless the articles of incorporation provide that directors may be removed only for cause. If a director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him. If cumulative voting is authorized, a director may not be removed if the number of votes sufficient to elect him under cumulative voting is voted against his removal. If cumulative voting is not authorized, a director may be removed only if the number of votes cast to remove him exceeds the number of votes cast not to remove him. A director may be removed by the shareholders only at a meeting called for the purpose of removing him and the meeting notice must state that the purpose, or one (1) of the purposes, of the meeting shall be removal of the director.

SECTION 5. Regular Meetings. Unless the articles of incorporation or these bylaws provide otherwise, a regular meeting of the board of directors shall be held without other notice than this bylaw immediately after, and at the same place as, the annual meeting of shareholders.

SECTION 6. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or a majority of the members of the board. Unless the articles of incorporation or these bylaws provide for a longer or shorter period, special meetings of the board of directors must be preceded by at least two (2) days' notice of the date, time and place of the meeting. If no place for the meeting has been designated in the notice, the meeting shall be held at the principal office of the corporation. The notice need not describe the purpose of the special meeting unless required by the articles of incorporation or these bylaws.

SECTION 7. Place of Meetings. The board of directors may hold regular or special meetings in or out of this state.

SECTION 8. Quorum. Unless the articles of incorporation or these bylaws require a greater number, a quorum of the board of directors consists of a majority of the number of directors fixed by Article III, Section 2, or a majority of the number of directors prescribed, or if no number is prescribed, the number in office immediately before the meeting begins, if the corporation has a variable-range size board. If less than such number necessary for a quorum shall be present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 9. Manner of Acting. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the board of directors unless the articles of incorporation or bylaws require the vote of a greater number of directors.

SECTION 10. Action Without a Meeting. Unless the articles of incorporation or bylaws provide otherwise, action required or permitted to be taken at a board of directors' meeting may be taken without a meeting if the action is taken by all members of the board. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section shall be effective when the last director signs the consent, unless the consent specifies a different effective date. Such a consent has the effect of a meeting vote and may be described as such in any document.

SECTION 11. Vacancies. Unless the articles of incorporation provide otherwise, if a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors (i) the shareholders may fill the vacancy, (ii) the board of directors may fill the vacancy, or (iii) if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group of shareholders, only the holders of shares of that voting group shall be entitled to fill the vacancy if it is filled by the shareholders. A vacancy that will occur at a specific later date (by reason of a resignation effective at a later date or otherwise) may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

SECTION 12. Compensation. Unless the articles of incorporation or these bylaws provide otherwise, the board of directors may fix the compensation of directors. By resolution of the board of directors, each director may be paid his expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as a director or a fixed sum for attendance at each meeting of the board of directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 13. Executive and Other Committees. Unless the articles of incorporation or bylaws provide otherwise, the board of directors may create an executive committee and one or more other committees and appoint members of the board of directors to serve on them. Each committee must have two (2) or more members, who serve at the pleasure of the board of directors. The creation of a committee and appointment of members to it must be approved by the greater of (1) a majority of all the directors in office when the action is taken or (2) the number of directors required by the articles of incorporation or bylaws to take action. To the extent specified by the board of directors or in the articles of incorporation or bylaws, each

committee may exercise the authority of the board of directors. A committee may not, however, (i) authorize distributions, (ii) approve or propose to shareholders action required by applicable law to be approved by shareholders, (iii) fill vacancies on the board of directors or on any of its committees, (iv) amend articles of incorporation pursuant to applicable law authorizing amendment by the board of directors, (v) adopt, amend, or repeal bylaws, (vi) approve a plan of merger not requiring shareholder approval, (vii) authorize or approve the reacquisition of shares, except according to a formula or method prescribed by the board of directors, or (viii) authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares, except that the board of directors may authorize a committee (Or a senior executive officer of the corporation) to do so within limits specifically prescribed by the board of directors. Provisions of these bylaws governing meetings, action without Meetings, notice and waiver of notice, and quorum and voting requirements of the board of directors, apply to committees and their members as well.

SECTION 14. Participation by Telephonic or Other Means. Unless the articles of incorporation or these bylaws provide otherwise, the board of directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

ARTICLE IV OFFICERS

SECTION 1. Number. The officers of the corporation shall be chosen by the board of directors and shall be a president, one or more vice presidents, a secretary and treasurer. The board in its discretion, may also choose a chairman, who must be a director of the corporation. In addition, the president may appoint, or the board of directors may elect one or more assistant secretaries and one or more assistant treasurers who shall have the same duties and authority, respectively, as the secretary and treasurer. Any number of offices, other than the president and the secretary may be held by the same person, unless the articles of incorporation or these bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

SECTION 2. Election. The officers shall be elected or appointed by the board of directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such board. The president shall be a director.

SECTION 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

SECTION 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors with or without cause, when in the judgment of the board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

SECTION 5. Chairman of the Board. The chairman of the board of directors, if there be one, shall preside at all meetings of the board and of the shareholders at which he is present. Except where by law the signature of the president is required, the Chairman shall possess the same power as the president to sign all certificates of stock, contracts, leases, mortgages and other documents and instruments of the corporation which may be authorized by the board. During the absence or disability of the president, the chairman shall exercise all the powers and discharge all the duties of the president. The chairman shall also perform such other duties and exercise such other powers as from time to time may be assigned to him by these bylaws or by the board of directors.

SECTION 6. President. It shall be the duty of the president to preside at all meetings of the board of directors at which he is present, unless the board shall elect a permanent chairman; to call special meetings of the board whenever he may think such meetings are necessary, or as requested to do so in accordance with these bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the secretary or treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

SECTION 7. Vice Presidents. In the absence of the president or in the event of his inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice president in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice president shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

SECTION 8. Secretary. The secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officers. He shall sign such instruments as require his signature and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the board of directors.

SECTION 9. Assistant Secretary. The assistant secretary, or (if there be more than one) the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

SECTION 10. Treasurer. The treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the

corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the president and board of directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the board of directors.

SECTION 11. Assistant Treasurer. The assistant treasurer, or, if there be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and such other powers as the board of directors may from time to time prescribe.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors, such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

SECTION 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, companies or other depositories as the board of directors may select.

ARTICLE VI

CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. Certificates for Shares. Shares shall be represented by certificates. Certificates representing shares of the corporation shall be in such form as shall be determined by the board of directors. At a minimum, each share certificate must state on its face (1) the name of the corporation and that the corporation is organized under the law of the State of Mississippi; (2) the name of the person to whom issued; and (3) the number and class of shares and the designation of the series, if any, the certificate represents. If the corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences and limitations applicable to each class and the variations in rights, preferences and limitations determined for each series (and the authority of the board of directors to determine variations for future series) must be summarized on the front or back of each certificate or the corporation must furnish the shareholder this information on request in writing and without charge.

Each share certificate must be signed (either manually or in facsimile) by the president or a vice president and by the secretary or an assistant secretary or by such other officers designated in the bylaws or by the board of directors so to do, and may be sealed with the corporate seal. If the person who signed (either manually or in facsimile) a share certificate no longer holds office when the certificate is issued the certificate is nevertheless valid.

All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in the case of a lost, destroyed, or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the board of directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the corporation, and on surrender for cancellation of the certificate for such shares.

ARTICLE VII INDEMNIFICATION

SECTION 1. Right of Indemnity. The corporation shall indemnify its officers and directors to the fullest extent permitted under applicable law.

SECTION 2. Right of Corporation to Insure. The corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the corporation or who, while a director, officer, employee or agent of the corporation is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against liability asserted against or incurred by him in that capacity or arising from his status as a director, officer, employee or agent, whether or not the corporation would have power to indemnify him against such liability under applicable law.

ARTICLE VIII NOTICE

Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice may be communicated in person, by telephone, telegraph, teletype or other form of wire or wireless communication or by mail or private carrier. If these forms of personal notice shall be impracticable, notice may be communicated by a newspaper of general circulation in the area where published or by radio, television or other form of public broadcast communication. Written notice to shareholders, if in a comprehensible form, shall be effective when mailed, if mailed postpaid and correctly addressed to the shareholder's address shown in the corporations current record of shareholders.

Except as provided above with respect to notice to shareholders, written notice, if in a comprehensible form, shall be effective at the earliest of the following:

- (1) When received;
- (2) Five (5) days after its deposit in the United States mail, as evidenced by the postmark, if mailed postpaid and correctly addressed;
- (3) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice shall be effective when communicated if communicated in a comprehensible manner.

If applicable law prescribes notice requirements for particular circumstances, those requirements govern. If the articles of incorporation or these Bylaws prescribe notice requirements, not inconsistent with this section or other provisions of applicable law, those requirements govern.

ARTICLE IX

WAIVER OF NOTICE: ASSENT TO ACTIONS

Unless otherwise provided by law, a shareholder or director of the corporation may waive any notice required by applicable law, the articles of incorporation or these bylaws, before or after the date and time stated in the notice. Except as provided below, the waiver must be in writing, be signed by the shareholder or director entitled to the notice, and delivered to the corporation for inclusion in the minutes or filing with the corporate records.

A director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. A shareholder's attendance at a meeting (i) waives objection to lack of notice or defective notice of the meeting unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director who is present at a meeting of the board of directors or a committee of the board of directors when corporate action is taken shall be deemed to have assented to the action taken unless (i) he objects at the beginning of the meeting (or promptly upon his arrival) to holding it or transacting business at the meeting, (ii) his dissent or abstention from the action taken shall be entered in the minutes of the meeting, or (iii) he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

ARTICLE X
EMERGENCY BYLAWS

The emergency bylaws provided in this article shall be operative during any emergency in the conduct of the business of the corporation, notwithstanding any different provision in the preceding articles of the bylaws or in the articles of incorporation of the corporation or in the Mississippi Business Corporation Act. An emergency exists if a quorum of the corporation's directors cannot readily be assembled because of some catastrophic event. To the extent not inconsistent with the provisions of this article, the bylaws provided in the preceding articles shall remain in effect during such emergency and upon its termination the emergency bylaws shall cease to be operative.

During any such emergency:

(a) A meeting of the board of directors may be called by any officer or director of the corporation. Notice of the meeting shall be given by the officer or director calling the meeting only to those directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio.

(b) One or more officers of the corporation present at a meeting of the board of directors may be deemed to be directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum.

(c) The board of directors, either in anticipation of or during any such emergency, may modify lines of succession to accommodate the incapacity of any director, officer, employee or agent.

(d) The board of directors, either in anticipation of or during any such emergency, may relocate the principal offices or regional offices, or authorize the officers to do so.

Corporate action taken in good faith during an emergency under this section to further the ordinary business affairs of the corporation binds the corporation and may not be used to impose liability on a corporate director, officer, employee or agent.

These emergency bylaws shall be subject to repeal or change by further action of the board of directors or by action of the shareholders, but no such repeal or change shall modify the provisions of the next preceding paragraph with regard to action taken prior to the time of such repeal or change. Any amendment of these emergency bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

ARTICLE XI
FISCAL YEAR

The fiscal year of the corporation shall be fixed by resolution of the board of directors.

ARTICLE XII
DISTRIBUTIONS

The board of directors may authorize and the corporation may make distributions to its shareholders, subject to restriction by the articles of incorporation and applicable law.

ARTICLE XIII
CORPORATE SEAL

The Corporation shall have no seal and any document duly executed by the officer so authorized by the board of directors or these Bylaws shall have such legal effect as though a seal had been affixed thereto. In the event a seal shall be used, it shall have inscribed thereon the name of the Corporation, the state of incorporation and the words "Corporate Seal."

ARTICLE XIV
ADMINISTRATION OF MEDICAL FACILITY

SECTION 1. Operating Philosophy. It shall be the policy of the Corporation that any medical facility ("Hospital") owned by the Corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator who shall serve as the Chief Executive Officer of the Hospital ("Hospital CEO"). The medical practice conducted in each Hospital shall be under the supervision of the medical staff of such Hospital ("Medical Staff") and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

SECTION 2. Hospital Purposes. The purposes of the Hospital shall be:

- (a) To provide and manage facilities, personnel and services designed to diagnose and treat patients. Patient care shall be provided to sick, injured or disabled persons without regard to race, creed, color, sex or national origin;
- (b) To provide appropriate facilities and needed services to serve best the needs of patients; promote the general health of the community; to encourage education and training of hospital employees and staff appointees; and to maintain the quality of patient care that is achievable commensurate with resources available;
- (c) To carry on such education activities related to rendering care to the sick and injured or to the promotion of health as may be justified by the facilities, personnel, funds or other requirements that are, or can be made, available; and
- (d) To manage, operate or participate in, so far as Hospital policy, circumstances and available funds may warrant, any activity designed and carried on to promote the general health of the community.

SECTION 3. Enumeration of Board Functions in Management of Hospital. The board is directly responsible for the functions enumerated below:

- (a) Medical Staff appointments and reappointments, and the granting of staff privileges following recommendations of the Medical Staff;
- (b) Suspension or removal of any physician from the Medical Staff and reductions, extensions, suspensions or terminations of privileges in accordance with the provisions of these Bylaws and the applicable provisions of the Medical Staff bylaws ("Medical Staff Bylaws");

- (c) Adoption of, amendments to or repeal of, rules and regulations governing the Medical Staff;
- (d) Decisions regarding quality of service to be made available at the Hospital;
- (e) Encourage programs for continuing education for Medical Staff appointees and appropriate in-service education programs for Hospital employees, for the purpose of improving clinical and employee performance;
- (f) Require the development of a performance improvement program which includes a mechanism for review of the quality of patient care services provided by the Medical Staff and by individuals who are not subject to the Medical Staff privilege delineation process;
- (g) Review the performance improvement programs on an ongoing basis;
- (h) Review periodically the hospital's management plan ("Hospital's Management Plan") with the Hospital CEO of the Hospital; and
- (i) Develop mechanisms for dispute resolutions both within the board and within the Hospital.

SECTION 4. Hospital CEO. The board of directors shall select and employ a competent and experienced Hospital CEO who shall be its direct representative in the management of the medical facility and serve as a liaison of the board of directors. The board shall consider, education, experience and endorsement by peers in determining the qualifications of a candidate for Hospital CEO. The Hospital CEO shall function as chief executive officer of the Hospital and shall report to the President (or designee) of the Corporation. The Hospital CEO shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the board of directors. He or she shall function as chief executive officer of the Hospital.

Duties of Hospital CEO The authority and duties of the Hospital CEO shall include responsibility for:

- (a) Establishing policies and procedures in collaboration with Executive Staff, Department Heads, and leaders of the Medical Staff, and carrying out all policies and procedures as adopted by the board of directors;
- (b) Providing an orientation program for new board members and continuing education program for all board members, based at least in part on identified needs, and maintaining a written record of all board Orientation and Continuing Education activities;
- (c) Reporting to the board and to the Medical Staff on the overall activities of the Hospital, to include hospital performance improvement, risk management and safety programs (including an incident reporting system), as well as on appropriate federal, state and local developments that affect the operation of the Hospital;
- (d) Providing the Hospital's quality assurance/improvement committee with adequate support and personnel reasonably required to carry out their quality assurance/improvement activities;

- (e) Organizing the functions of the Hospital, delegating duties and establishing formal means of accountability on the part of subordinates;
- (f) Establishing, reviewing and where appropriate, adjusting charges within the framework of policies established by the board;
- (g) Negotiating and finalizing professional, consultant and service contracts in accordance with Corporate policy, for submission to the board for their review prior to submission to the President (or designee) for approval;
- (h) Establishing such Hospital departments as are necessary;
- (i) Implementing a written plan of internal control and a management reporting system for the Hospital;
- (j) Selecting, employing, controlling, evaluating and discharging of employees, including development of criteria for use in these activities, and developing and maintaining personnel policies and practices for the Hospital;
- (k) Maintaining physical properties in a good state of repair and good operating conditions;
- (l) Supervising business affairs to ensure that funds are collected and expended to the best possible advantage;
- (m) Directing the preparation of annual operating and capital budgets, position controls, and three year plans/forecasts, in accordance with Corporate policy; reviewing and revising same for presentation to the President (or designee) for review and approval;
- (n) Recommending adequate Hospital insurance coverage and directing effective safety and risk management programs;
- (o) Cooperating with the Medical Staff and with those concerned with the rendering of professional services to the end that a quality of care that is optimally achievable may be rendered to patients;
- (p) Presenting to the board periodic reports reflecting the status of the Hospital and presenting, preparing, and submitting of such special reports as may be required;
- (q) Attending all meetings of the board and committees thereof;
- (r) Serving as liaison officer and conveying all communications between the board, the Medical Staff and Hospital employees;
- (s) Being responsible for assuring that the Hospital conforms to the requirements of authorized planning, regulatory, and inspecting agencies; reviewing and acting promptly upon the reports of such agencies;

- (t) Overseeing Hospital liaison and compliance with the laws and regulations of federal, state and local governmental agencies and with the standards, rules and regulations of the various other accrediting and approval agencies, including the acquisition and maintenance of accreditation by the Joint Commission for Accreditation of Healthcare Organizations;
- (u) Designating in writing other individuals, by name or position, who are, in order of succession, authorized to act for him during any period of his absence from the Hospital;
- (v) Assisting any auxiliary organizations of the Hospital with policies, management and services when called upon;
- (w) Performing any other duty within the express or implicit terms of his duties hereunder that may be necessary for the best interest of the Hospital;
- (x) Negotiating, entering into, performing, modifying and terminating all contracts with physicians in accordance with Corporate policy;
- (y) Purchasing or leasing medical equipment for the Hospital in accordance with Corporate policy; and
- (z) Presenting to the board periodic organizational reports which establish clear lines of responsibility and accountability within departments and accountability between department directors and executive staff.

SECTION 5. Medical and Dental Staff.

- (a) The Staff shall operate as a part of the Hospital, through its committees and officers, responsible and accountable to the board for the discharge of those duties and responsibilities delegated to it by the board from time to time;
- (b) The Staff shall undertake periodic review of the Staff Bylaws, Rules and Regulations as set forth in the Staff Bylaws and shall report the results of such reviews to the board no less than every other year. In recommending Staff Bylaws to facilitate the functioning of the Staff and to accomplish the purposes set forth in Article XIV, Section 2, the Staff shall follow the procedures set forth in the Staff Bylaws. Only such Staff Bylaws as are adopted by the board shall be effective and the board retains the right to rescind any authority or procedures delegated to the Staff by the Staff Bylaws or otherwise, and to amend the Staff Bylaws as necessary for the good operation of the Hospital;
- (c) The board shall act upon applications for appointment, reappointment, specific clinical privileges and assignments of responsibilities within the Staff;
- (d) The board shall appoint only professionally competent practitioners meeting the personal and professional qualifications prescribed in the Staff Bylaws to the Staff. Persons so appointed shall have full responsibility for the treatment of the individual hospital patient subject only to such limitations as the board and its designees may impose, and to the Staff Bylaws and Rules and Regulations of the Staff as adopted by the board. Appointments shall be for two years, renewable

every two years in accordance with the reappointment procedures set forth in the Staff Bylaws and these Corporate Bylaws;

- (e) The board shall make decisions upon recommendations from the Staff as to the types and extent of professional work permitted to be done by each appointee of the Staff;
- (f) The board shall make decisions upon recommendations from the Staffing regard to the adoption of amendments to, or repeal of, rules and regulations governing the Staff;
- (g) The board shall receive and act upon recommendations from the Staff respecting any communications and/or requests presented by the duly authorized representatives of the Staff;
- (h) From time to time the board shall evaluate the number, age, admissions, and hospital activities of appointees in each staff department;
- (i) All applications for appointment to the Staff shall be in writing and shall be addressed to the Hospital CEO. They shall contain full information concerning the applicant's education, licensure, practice, competence, previous performance and hospital experience, and any unfavorable history with regard to licensure and hospital privileges;
- (j) At its next regular meeting after receipt of a recommendation from the Staff Executive Committee concerning an applicant for Staff appointment or an appointee to the Staff, the board shall act in the matter;
- (k) Whenever a practitioner requests a hearing due to a specific adverse sanction (denials, suspensions, revocations, reductions and limitations of aspects of Staff appointment or clinical privileges), the hearing shall be conducted in accordance with the Fair Hearing Plan appended to these Bylaws or any amendment to or restatement thereof;
- (l) When the board takes final, action in the matter, it shall send notice of such decision through the Hospital CEO by certified mail, return receipt requested, to the applicant or appointee involved. The board, the Chief of Staff, the Staff and the department or service concerned shall also be notified of the decision;
- (m) If an application is denied by the board, the applicant may reapply for appointment to the Staff after the expiration of two years from the date of such denial, unless the board provides otherwise in the formal written denial;
- (n) After the board agrees to the appointment or reappointment of an applicant, the Hospital CEO shall make available to that applicant a copy of the appropriate sections of these Corporate Bylaws and all such hospital policies and directives as are applicable to appointees to the Staff, and the Bylaws, Rules and Regulations of the Staff in force at that time. The applicant shall sign a statement furnished him by the Hospital CEO declaring that he has read and understood all such Bylaws, Rules and Regulations, policies and directives, and that he specifically agrees to the following undertakings:
 - (i) An obligation as an appointee to the Staff to provide continuous care and supervision as needed to all hospital patients for whom he has responsibility;

(ii) An agreement to abide by all such Bylaws of the Corporation and Policies and Directives of the Hospital, including all such Bylaws, Rules and Regulations of the Staff as shall be in force during the time he is appointed or reappointed to the Staff of the Hospital; and

(iii) An agreement to accept committee assignments and such other duties and responsibilities as shall be assigned to him by the board and the Staff.

(o) Physicians having contracts with the Hospital requiring membership on the medical staff shall achieve membership status by the same procedures of application, review, appointment and reappointment provided for other medical staff members. If the Medical Staff Bylaws, or any other Bylaws, conflict with the provisions of the written contract between the physician and the Hospital, then and in that event, the provisions of the written contract shall prevail over the Bylaws as written or amended. No amendment to the Medical Staff Bylaws or any other Bylaws shall override the provisions of a physician-Hospital contract regarding termination of staff privileges or otherwise. If there is no provision in the contract regarding staff privileges, then the physicians' medical staff privileges shall not be terminated without the same due process provided for other members of the medical staff.

SECTION 6. Quality of-Care and Administrative Support. The board through the Hospital CEO shall assure that the Staff is provided with the administrative assistance necessary to conduct performance improvement activities in accordance with the Hospital's performance improvement plan. This includes the services of the appropriate departments, as well as any other administrative or technical assistance deemed necessary and appropriate to facilitate the Staff's conduct of quality assurance/improvement activities. The nature and the frequency of submission of required reports shall be in accordance with the Hospital's Performance Improvement Plan and the Staff Bylaws, Rules and Regulations.

ARTICLE XV

COMPENSATION COMMITTEE

SECTION 1. Composition and Election. The Compensation Committee shall be composed of nine (9) members as follows:

(a) four (4) of the committee members shall be appointed by the Board of directors of the Corporation, provided that one of the members so chosen by the board shall be a physician who, at the time of such appointment, is in the full-time employ of River Region Medical Corporation.

(b) two (2) of the committee members shall be elected by the physicians who, at the time of such election, are in the direct full-time employ of River Region Medical Corporation, from a slate of four (4) such physicians nominated by the board of directors; and

(c) three (3) of the committee members shall be elected by the physicians who, at the time of such election, are in the direct full-time employ of Vicksburg Clinic, Inc., a wholly-owned subsidiary of the Corporation, from a slate of six (6) such physicians nominated by the board of directors.

The persons elected shall serve for two (2) year terms with any vacancy created by resignation or otherwise being filled by the method as set forth above which applies to the vacated position.

SECTION 2. Chairman of the Compensation Committee. The Chairman of the Compensation Committee shall be appointed by the board of directors of the corporation. The Chairman shall preside over meetings, administer the minutes of all meetings, record all votes taken at such meetings, ensure that all administrative actions are carried out by the Compensation Committee and communicate to the board of directors of the Corporation the actions and decisions as made by the Compensation Committee.

SECTION 3. Purpose. The Compensation Committee shall make recommendations to the board of directors with respect to the Production Percentage to be used in calculating compensation under physician employment contracts with the Corporation which provide for such recommendation by a Compensation Committee and give such other advice to the board of directors with respect to the compensation of employed physicians of the Corporation as requested by the board of directors from time to time. The specific duties of the committee shall include the following:

1. Individual physician compensation.

(a) Methodology, to include fee for service and capitation.

(b) Production percentages within the framework of methodology.

(c) Make recommendations for base salaries for newly recruited physicians.

2. Address general matters impacting physician compensation such as managed care contracts, assignment, changes in billing methods, etc.

3. Facilitate, as much as possible, the accommodation of different physicians' practice styles.

4. Address special situations, such as compensation for activities outside daily medical practice.

5. Assist in the development of a physician recruitment plan.

6. The Compensation Committee will not address those issues which are the responsibility of the Medical Advisory Board. These duties have been specifically defined for the Medical Advisory Board and approved by the board of directors.

SECTION 4. Meetings. Meetings of the Compensation Committee may be called by or at the request of the board of directors or by the Chairman of the Compensation Committee and must be preceded by at least two days notice of the date, time and place of meeting. A quorum of the Compensation Committee exists if a majority of the members are present and, if a quorum is present when the vote is taken, an affirmative vote of the majority of the members is the act of the Compensation Committee in rendering advice and recommendations to the Board of directors of the Corporation.

SECTION 5. Administration of Compensation System. The compensation shall be administered by the board of directors, with the advice of the Compensation Committee. The Compensation Committee shall make a recommendation to the board of directors with respect to the Employee's Production Percentage payable to the Employee for each Renewal Term; provided,

however, that the Employee's Production Percentage shall not be increased unless approved by a vote of seven (7) of the eleven (11) members of the board of directors. In the event the Compensation Committee is unable to make a recommendation on the Employee's Production Percentage, then the board of directors shall set the Employee's Production Percentage payable for the next renewal term, provided, however, a decrease in the Employee's Production Percentage from the previous term must be approved by a vote of seven (7) of the eleven (11) members of the board of directors.

SECTION 6. Amendment to this Article XV. Any amendment or modification to this Article XV shall be made only by a vote of the majority of shares of the voting stock of the Corporation.

ARTICLE XVI MEDICAL ADVISORY BOARD

SECTION 1. Composition and Election. The Medical Advisory Board shall be composed of ten (10) members as follows:

(a) five (5) of the Medical Advisory Board members shall be elected by physicians who, at the time of such election, are in the direct full-time employ of River Region Medical Corporation from a slate of all the physicians who are in the direct full-time employ of River Region Medical Corporation. The five physicians receiving the most votes will be appointed to the Medical Advisory Board; and

(b) five (5) of the Medical Advisory Board members shall be elected by the physicians who, at the time of such election, are in the direct full-time employ of Vicksburg Clinic, Inc., a wholly-owned subsidiary of the Corporation from a slate of all the physicians who are in the direct full-time employ of Vicksburg Clinic, Inc. The five physicians receiving the most votes will be appointed to the Medical Advisory Board.

SECTION 2. Purpose and Duties. The purpose and duties of the Medical Advisory Board shall be to advise the board of directors of the Corporation as to the medical aspects of the Corporation's clinical operations and to address patient issues, including standards of care, medical staff credentialing, scheduling and call requirements, treatment modalities, procedure coding, other issues affecting patient care and physician fee schedules; provided, however, the Medical Advisory Board shall serve only in an advisory capacity and shall not have the authority to act on behalf of the Board of directors or for the Corporation and shall report only to the Board of directors of the Corporation.

Specifically, the duties of the Medical Advisory Board shall be as follows:

(a) Approve activities and mechanisms to assess, preserve and improve the overall quality and efficiency of patient care with respect to medical matters, to monitor and evaluate the quality of patient care, to identify and resolve any patient care problems, and identify opportunities to improve patient care and to take action thereon.

(b) Develop and oversee medical protocols and documentation, quality assurance, criteria and utilization review and coding activities for patient care.

- (c) Develop and implement the mechanisms to review credentials of physicians relative to the office practices of employed physicians.
- (d) Determine all on-call coverage schedules and requirements.
- (e) Be responsible for actions relating to patient acceptance, patient discharge, and patient referrals within the clinics.
- (f) Oversee the clinic medical and clinical staff, which shall be separate from the hospital medical staff.
- (g) Administer clinic administrative policies and procedures, as established by the River Region Medical Corporation Governing Board.
- (h) Participate in the coordination of activities required by licensing and regulatory agencies.
- (i) Investigate, and if necessary, recommend action regarding any ethical issues raised by patients and/or their families.
- (j) Review and make recommendation regarding clinic fee schedules.
- (k) Administer such other responsibilities as shall be consistent with the Mississippi Professional Practice Act and shall be delegated from time to time by the board of directors.

SECTION 3. Chairman of the Medical Advisory Board. The Chairman of the Medical Advisory Board shall be elected by a majority vote of the members of the Medical Advisory Board. The Chairman shall preside over meetings, administer the minutes of all meetings, record all votes taken at such meetings, ensure that all administrative actions are carried out by the Medical Advisory Board and communicate to the board of directors of the Corporation the actions and decisions as made by the Medical Advisory Board.

SECTION 4. Meetings. Meetings of the Medical Advisory Board may be called by or at the request of the board of directors of the Corporation or by the Chairman of the Medical Advisory Board. All votes taken by the Medical Advisory Board shall be by a majority vote of the members present at the meeting provided that a majority of the members are present at the meeting.

SECTION 5. Amendment to this Article XVI. Any amendment or modification to this Article XVI shall be made only by a vote of the majority of shares of the voting stock of the Corporation.

ARTICLE XVII GENERAL PROVISIONS

SECTION 1. Duality of Interest. Any board member, officer, employee, or committee member having an interest in a contract or other transaction presented to the Hospital CEO for authorization, approval or ratification shall give prompt, full and frank disclosure of his interest to the Hospital CEO prior to action by the Hospital CEO on such contract or transaction.

SECTION 2. Indemnification. The Corporation shall indemnify any present or former employee or agent of the Hospital, including any Staff appointee engaged in Hospital business through committee or other service to the extent and in the manner set forth in these Bylaws, (hereinafter, "Official Acts"). Such indemnity shall be for expenses and costs actually and necessarily incurred by him in connection with the defense or settlement of any pending or threatened action, suit or proceeding to which he is made a party by reason of his being or having been such an official, except in relation to matters as to which he shall be finally adjudged to be liable of willful misconduct amounting to bad faith. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under these Bylaws or any agreement, vote of the board or insurance purchased by the Hospital or Corporation.

SECTION 3. Auxiliary and Associated Organizations. The board may authorize the formation of auxiliary and associate organizations to assist in the fulfillment of the purposes of the Hospital. Each such organization shall establish its rules and regulations and make amendments thereto which shall be subject to board approval and which shall not be inconsistent with these Bylaws or the standing rules of the board or the Hospital. The services and activities of any individual volunteers who are not members of an organized auxiliary organization will be supervised by an administrative delegate. Reports and other information which these Bylaws require the Staff to transmit to the board shall be deemed so transmitted when delivered, unless otherwise specified, to the Hospital CEO.

SECTION 4. Transmittal of Reports. Reports and other information which these Bylaws require the Staff to transmit to the board shall be deemed so transmitted when delivered, unless otherwise specified, to the Hospital CEO.

ARTICLE XVIII AMENDMENTS

(a) Unless the articles of incorporation, applicable law, a resolution of the shareholders or specific Bylaw provision reserves this power exclusively to the shareholders in whole or in part, the Corporation's board of directors may amend or repeal these Bylaws and adopt new Bylaws at any regular or special meeting of the board of directors.

(b) The board shall review these Bylaws annually to ensure compliance with applicable law and the requirements of the Joint Commission for the Accreditation of Healthcare Organizations; any amendments shall be made in accordance with (a) above.

APPROVED AND ADOPTED AS AMENDED, EFFECTIVE AS OF 29, April, 1997.

/s/ Mary T. Brasseaux
MARY T. BRASSEAUX, Secretary

AMENDMENT TO
AMENDED AND RESTATED BYLAWS
OF
RIVER REGION MEDICAL CORPORATION

Amendment No. I to Amended and Restated Bylaws of River Regional Medical Corporation, effective as of July __, 2005 (this "Amendment"), is entered into by Quorum Health Group of Vicksburg, Inc., as the sole shareholder of the Company as defined below (the "Holder")

WHEREAS, the Amended and Restated Bylaws of the Company are effective as of April 29, 1997 (the "Bylaws"); and

WHEREAS, the Holder desires to enter into this Amendment to amend certain provisions of the Bylaws as more fully described herein;

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. The Bylaws shall be amended by replacing the word "eleven (11)" in the first sentence of Article III, Section 2 with the word "three (3)".
 2. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Mississippi.
 3. Except as amended hereby, the Bylaws shall remain in full force and effect.
-

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

QUORUM HEALTH GROUP OF
VICKSBURG, INC.

By: /s/ Thomas H. Frazier
Name: Thomas H. Frazier
Title: Senior Vice President

AMENDMENT TO
AMENDED AND RESTATED BYLAWS
OF
RIVER REGION MEDICAL CORPORATION

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WHEREAS, the Holder desires to enter into this Amendment to amend certain provisions of the Bylaws as more fully described herein;

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. The Bylaws shall be amended by replacing the word "eleven (11)" in the first sentence of Article III, Section 2 with the word "three (3)".
 2. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Mississippi.
 3. Except as amended hereby, the Bylaws shall remain in full force and effect.
-

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

QUORUM HEALTH GROUP OF
VICKSBURG, INC.

By: /s/ Thomas H. Frazier
Name: Thomas H. Frazier
Title: Senior Vice President

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA
SEP 17 1993
11431-93
Cheryl A Liu Secretary Of

ARTICLES OF INCORPORATION
(PURSUANT TO NRS 78)
STATE OF NEVADA
Filing fee: \$125.00 DJ
Receipt #: C91172
CT CORPORATION SYSTEM
ONE EAST FIRST STREET
RENO, NV 89501

IMPORTANT: Read instructions on reverse side before completing this form.
TYPE OR PRINT (BLACK INK ONLY)

- 1. NAME OF CORPORATION: NC-DSH, Inc.
- 2. RESIDENT AGENT: (designated resident agent and his STREET ADDRESS in Nevada where process may be served)

Name of Resident Agent: The Corporation Trust Company of Nevada
Street Address: One East First Street Reno 89501

- 3. SHARES: (number of shares the corporation is authorized to issue)
Number of shares with par value: 1,000 Par value: \$1.00 Number of shares without par value: -0-

- 4. GOVERNING BOARD: shall be styled as (check one): Directors ___ Trustees The FIRST BOARD OF DIRECTORS shall consist of 3 members and the names and addresses are as follows:

Joseph M. Cobern	577 Mulberry Street, Macon, GA 31298	
Name	Address	City/State/Zip
John C. McCauley	577 Mulberry Street, Macon, GA 31298	
Name	Address	City/State/Zip
Glenn A. McRae	577 Mulberry St, Street Macon, GA 31298	
Name	Address	City/State/Zip

- 5. PURPOSE (optional — see reverse side): The purpose of the corporation shall be:



6. NRS 78.037: States that the articles of incorporation may also contain a provision eliminating or limiting the personal liability of a director or officer of the corporation or its stockholders for damages for breach of fiduciary duty as a director or officer except acts or omissions which include misconduct or fraud. Do you want this provision to be part of your articles? Please check one of the following: YES o NO

7. OTHER MATTERS: This form includes the minimal statutory requirements to incorporate under NRS 78. You may attach additional information noted on separate pages. But: if any of the additional information is contradictory to this form it cannot be filed and will be returned to you for correction. Number of pages attached ____.

8. SIGNATURES OF INCORPORATORS: The names and addresses of each of the incorporators signing the articles: (signatures must be notarized)

/s/ Jon R. Harris, Jr.
Name: Jon R. Harris, Jr.
191 Peachtree St., N.E.,
Atlanta, GA 30303-1763

Subscribed and sworn to before me this 15th day of September, 1993

/s/ Glenda L. Piazza
Name: Glenda L. Piazza
Notary Public, DeKalb County, Georgia

9. CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF RESIDENT AGENT

I, THE CORPORATION TRUST COMPANY OF NEVADA hereby accept appointment as Resident Agent for the above named corporation.

/s/ _____
Assistant Secretary
1:00 Diane September 16, 1993

BYLAWS

NC-DSH, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of Nevada as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Nevada.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Nevada which may be designated either by the Board of Directors or by the written

consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 155 Franklin Road, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be

sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of three directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or

noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facility

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory Board. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

OHIO SECRETARY OF STATE

CHARTER NUMBER: 949250

PROCESSING STATEMENT 08/05/96

ROLL AND FRAME: 5578-1194

CORPORATION:

QHG OF BARBERTON, INC.

DOCUMENT NUMBER	CODE	FEE
96072563502	ARF	100.00

03578-1194

009756

RETURN TO: QUORUM HEALTH GROUP, INC.

ATTN J A MARZULLO

103 CONTINENTAL PL

BRENTWOOD TN 37027

TOTAL : 100.000

0495

ARTICLES OF INCORPORATION

(Under Chapter 1701 of the Ohio Revised Code) Profit Corporation

The undersigned, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Ohio Revised Code, do hereby state the following:

FIRST. The name of said corporation shall be QHG OF BARBERTON, INC.

SECOND. The place in Ohio where its principal office is to be located is City of Columbus, Franklin County, Ohio.

THIRD. The purpose(s) for which this corporation is formed is: To engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 et seq. of the Ohio Revised Code, as now in effect or hereafter amended.

FOURTH. The number of shares which the corporation is authorized to have outstanding is: (Please state whether shares are common or preferred, and their par value, if any: Shares will be recorded as common with no par value unless otherwise indicated.)

The authorized number of shares of the Corporation is 1,000 of \$1.00 par value Common stock.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 19th day of July 1996

By /s/ Gayle Jenkins
Name: Gayle Jenkins, Sole Incorporator

By: _____
Name: Incorporator

By: _____
Name: Incorporator

Print or type Incorporators' names below their signatures.

INSTRUCTIONS

1. The minimum fee for filing Articles of Incorporation for a profit corporation is \$85.00. If Article Fourth indicates more than 850 shares of stock authorized, please see Section 111.16 (A) of the Ohio Revised Code or contact the Secretary of State's office (614-466-3910) to determine the correct fee.
2. Articles will be returned unless accompanied by an Original Appointment of Statutory Agent. Please see Section 1701.07 of the Ohio Revised Code:

Prescribed by
BOB TAFT Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of QHG OF BARBERTON, INC. hereby appoint CSC-LAWYERS INCORPORATING SERVICE to be statutory agent to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is: 16 East Broad Street, Columbus, Ohio 43215

NOTE: P.O: Box addresses are not acceptable.

/s/ Gayle Jenkins (Incorporator)
Gayle Jenkins
Sole Incorporator

ACCEPTANCE OF APPOINTMENT

The undersigned, CSC-LAWYERS INCORPORATING SERVICE named herein as the statutory agent for QHG of Barberton, Inc. hereby acknowledges and accepts the appointment of statutory agent for said corporation.

/s/ D.W. Junker

Name: D.W. Junker, Statutory Agent

D. W. Junker, CSC-Lawyers Incorporating Service

INSTRUCTIONS

1. Profit and non-profit articles of incorporation must be accompanied by an original appointment of agent R.C. 1701.07(B). 1702.06(B).
2. The statutory agent for a corporation may be (a) a natural person who is resident of Ohio or (b) an Ohio corporation or a foreign profit corporation licensed in Ohio which has a business address in this state and is explicitly authorized by its articles of incorporation to act as a statutory agent R.C. 1701.07(A) 1702.06(A).
3. An original appointment of agent form must be signed by at least a majority of the incorporators of the corporation R.C. 1701.07(B) 1702.06(B). These signatures must be the same as the signatures on the articles of incorporation

QUORUM

QUORUM HEALTH GROUP, INC.

103 CONTINENTAL PLACE

BRENTWOOD, TN 37027

615-371-7979

615-371-4788 FAX

July 19, 1996

Ohio Secretary of State

30 East Broad Street, 14th Floor

Columbus, OH 43266-0418

Re: QHG of Massillon, Inc.

Articles of Incorporation

Dear Sir/Madam:

Enclosed for filing are the Articles of Incorporation for QHG of Massillon, Inc. and the Original Appointment of Statutory Agent. A check in the amount of \$100.00 is also enclosed as payment for the filing fee. Please forward the Certificate of Existence and the file stamped copies to:

Janet Marzullo, Legal Dept.
QHG of Massillon, Inc.
103 Continental Place
Brentwood, TN 37027

Thank you for your assistance with this filing.

Sincerely,

Janet A. Marzullo
Paralegal

Enclosures

BYLAWS

QHG OF BARBERTON, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of Ohio as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Ohio.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face,

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Ohio which may be designated either by the Board of Directors or by the written

consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be

sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of four directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or

noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facility

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory Board. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to

time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

The State of Ohio

Bob Taft

Secretary of State

949249

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARF

of:

QHG OF MASSILLON, INC.

United States of America

State of Ohio

Office of the Secretary of State

Recorded on Roll 5578 at Frame 1189 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at
Columbus, Ohio, this 25TH day of JULY

A.D. 1996

/s/ Bob Taft

Bob Taft

Secretary of State

Approved /s/
Date 7/25/96
Fee 100
96072563501

Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form ARF (December 1990)

ARTICLES OF INCORPORATION

(Under Chapter 1701 of the Ohio Revised Code)
Profit Corporation

The undersigned, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Ohio Revised Code, do hereby state the following:

FIRST. The name of said corporation shall be QHG OF MASSILLON, INC.

SECOND. The place in Ohio where its principal office is to be located is

City of Columbus Franklin County, Ohio

(city, village or township)

THIRD The purpose(s) for which this corporation is formed is:

To engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 et seq. of the Ohio Revised Code, as now in effect or hereafter amended.

FOURTH. The number of shares which the corporation is authorized to have outstanding is: (Please state whether shares are common or preferred, and their par value, if any. Shares will be recorded as common with no par value unless otherwise indicated.)

The authorized number of shares of the Corporation is 1,000 of \$1.00 par value Common stock.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 19th day of July, 1996.

By: /s/ Gayle Jenkins
Gayle Jenkins
Sole Incorporator

Print or type Incorporators' names below their signatures.

INSTRUCTIONS

1. The minimum fee for filing Articles of Incorporation for a profit corporation is \$85.00. If Article Fourth indicates more than 650 shares of stock authorized, please see Section 111.16 (A) of the Ohio Revised Code or contact the Secretary of State's office (814-486-3910) to determine the correct fee.
2. Articles will be returned unless accompanied by an Original Appointment of Statutory Agent. Please see Section 1701.07 of the Ohio Revised Code.

Prescribed by
BOB TAFT, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of QHG OF MASSILLON, INC., hereby appoint CSC-LAWYERS INCORPORATING SERVICE to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

16 East Broad Street
Columbus Ohio 43215

NOTE: P.O. Box addresses are not acceptable.

/s/ Gayle Jenkins
Gayle Jenkins
Sole Incorporator

ACCEPTANCE OF APPOINTMENT

The undersigned, CSC-LAWYERS INCORPORATING SERVICE, named herein as the statutory agent for QHG of Massillon, Inc., hereby acknowledges and accepts the appointment of statutory agent for said corporation.

/s/ D.W. Junker
Statutory Agent
D.W. Junker, SCS-Lawyers Incorporating Service

INSTRUCTIONS

1. Profit and non-profit articles of incorporation must be accompanied by an original appointment of agent RC 1701.07(B), 1702.06(B)
2. The Statutory agent for a corporation may be (a) a natural person who is resident of Ohio or (b) an Ohio corporation or a foreign profit corporation licensed in Ohio which has a business address in this state and is explicitly authorized by its articles of incorporation to act as a statutory agent RC 1701.07(A), 1702.06(A)
3. An original appointment of agent form must be signed by at least a majority of the incorporators of the corporation RC 1701.07(B), 1702.06(B) These signatures must be the same as the signatures on the articles of incorporation

QUORUM

July 19, 1996

Ohio Secretary of State
30 East Broad Street, 14th Floor
Columbus, OH 43266-0418
Re: QHG of Barberton, Inc.
Articles of Incorporation

Dear Sir/Madam.

Enclosed for filing are the Articles of Incorporation for QHG of Barberton, Inc. and the Original Appointment of Statutory Agent. A check in the amount of \$100.00 is also enclosed as payment for the filing fee. Please forward the Certificate of Existence and the file stamped copies to:

Janet Marzullo, Legal Dept.
QHG of Barberton, Inc.
103 Continental Place
Brentwood, TN 37027

Thank you for your assistance with this filing

Sincerely,

/s/ Janet A. Marzullo

Janet Marzullo
Paralegal

Enclosures

UNITED STATES OF AMERICA, 949249
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jennifer Brunner, Secretary of State of the State of Ohio, do hereby certify that the foregoing is a true and correct copy consisting of 6 pages, as taken from the original record now in my official custody as Secretary of State.

WITNESS my hand and official seal at Columbus, Ohio, this 5th day of July A.D. 2007.

/s/ Jennifer Brunner
Secretary of State

By: /s/ D. Lessman

BYLAWS

QHG OF MASSILLON, INC.

ARTICLE

Offices

The corporation may have offices at such places both within and without the State of Ohio as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of Ohio.

Section 2. Certificates of stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of Ohio which may be designated either by the Board of Directors or by the written

consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be

sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of four directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or

noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of Incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with or without cause, when in the judgment of the Board the best interest of the corporation demands

such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or

disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facility

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory Board. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or

special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendment

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

FILED — Oklahoma Secretary of State #3500580138 11/29/2006 13:49

OKLAHOMA Secretary of State Electronic Filing

Annual Report

Document Number 6241290002 Submit Date — 11/29/2006

Pursuant to Title 18, Oklahoma Statutes, Section 2055.2, every domestic limited liability company and every foreign limited liability company registered to do business in this state shall file an Annual Certificate each year in the Office of the Secretary of State. The certificate shall confirm it is an active business and must include its principal place of business address.

The name of the limited liability company is: SOUTHCREST, L.L.C.

If different, the name under which the limited liability company was registered in the state of Oklahoma:

The state or other jurisdiction of its formation: OK

Is the Limited Liability Company active? YES

The street address of the principal place of business address, wherever located:

5800 Tennyson Parkway
Plano, TX 75024 USA

The annual certificate is due on the first day of July each year and will have a fee of \$25.00.

A limited liability company that neglects, refuses, or fails to file the annual certificate within sixty (60) days after the date due shall cease to be in good standing as a domestic limited liability company or registered as a foreign limited liability company in this state.

Signature of Member or Manager:

I hereby certify that the information provided on this form is true and correct to the best of my knowledge and by attaching the signature I agree and understand that the typed electronic signature shall have the same legal effect as an original signature and is being accepted as my original signature pursuant to the Oklahoma Uniform Electronic Transactions Act, Title 12A Okla. Statutes Section 15-101, et seq.

Signature:
Rebecca Hurley
Title:
SVP

[End Of Image]

OKLAHOMA SECRETARY OF STATE
2300 N. LINCOLN BLVD., ROOM 101
OKLAHOMA CITY, OK 73105-4897

M. Susan Savage Secretary of State

3500580138

CORPORATION SERVICE COMPANY
SOUTHCREST, L.L.C.
115 SW 89TH ST
OKLA CITY, OK 731398511

2006 ANNUAL CERTIFICATE
LIMITED LIABILITY COMPANIES

Pursuant to Title 18, Oklahoma Statutes, Section 2055.2, every domestic limited liability company and every foreign limited liability company registered to do business in this state shall file an Annual Certificate each year in the Office of the Secretary of State. The certificate shall confirm it is an active business and must include its principal place of business address.

1. Is the limited liability company active: yes no
2. The street address of the principal place of business address, wherever located:

5800 Tennyson Parkway, Plano TX 75024

The annual certificate is due on the first day of July each year and must be accompanied by the filing fee in the amount of \$25.00.

A limited liability company that neglects, refuses or fails to file the annual certificate within sixty (60) days after the date sue shall cease to be in good standing as a domestic limited liability company or registered as a foreign limited liability company in this state.

/s/ Barbara Hurley
Signature of Member or Manager

File your documents quickly with the convenience of online filing by visiting

[HTTPS://WWW.SOONERACCESS.STATE.OK.US](https://www.sooneraccess.state.ok.us)

- Login and select “Web Filings” under “Business Entities”.
 - Type entity number 3500580138 in the box next to “Change Documents”
 - Click File Document then select “Annual Report” to continue online filing.
-

Otherwise to ensure proper credit, please return this notice along with your check for \$25.00, made payable and directed to:

OKLAHOMA SECRETARY OF STATE
2300 N. LINCOLN BLVD., ROOM 101
OKLAHOMA CITY, OKLAHOMA 73105-4897

RECEIVED
MAY 15 2006

OKLAHOMA
SECRETARY
OF STATE

Office (405) 521-3911

<http://www.sos.state.ok.us>

Fax (405) 521-3771

OKLAHOMA Secretary of State Electronic Filing

Annual Report

Document Number 2492020008 Submit Date — 2/3/2005

Pursuant to Title 18, Oklahoma Statutes, Section 2055.2, every domestic limited liability company and every foreign limited liability company registered to do business in this state shall file an Annual Certificate each year in the Office of the Secretary of State. The certificate shall confirm it is an active business and must include its principal place of business address.

The name of the limited liability company is: SOUTHCREST, L.L.C.

If different, the name under which the limited liability company was registered in the state of Oklahoma:

The state or other jurisdiction of its formation: OK

Is the Limited Liability Company active? YES

The street address of the principal place of business address, wherever located:

5800 Tennyson Parkway
Plano, TX 75024 USA

The annual certificate is due on the first day of July each year and will have a fee of \$25.00.

A limited liability company that neglects, refuses, or fails to file the annual certificate within sixty (60) days after the date due shall cease to be in good standing as a domestic limited liability company or registered as a foreign limited liability company in this state.

Signature of Member or Manager:

I hereby certify that the information provided on this form is true and correct to the best of my knowledge and by attaching the signature I agree and understand that the typed electronic signature shall have the same legal effect as an original signature and is being accepted as my original signature pursuant to the Oklahoma Uniform Electronic Transactions Act, Title 12A Okla. Statutes Section 15-101, et seq.

Exact Business Entity Name:
Southcrest, L.L.C.

Signature: Donald P. Fay
Title: Manager

[End Of Image]

06/24/2004 07:25 AM OKLAHOMA SECRETARY OF STATE

OKLAHOMA SECRETARY OF STATE
2300 N. LINCOLN BLVD., ROOM 101
OKLAHOMA CITY, OK 73105-4897

Brad Henry
Governor

3500580138
CORPORATION SERVICE COMPANY
SOUTHCREST, L.L.C.
115 SW 89TH ST
OKLA CITY, OK 731398511

2004 ANNUAL CERTIFICATE
LIMITED LIABILITY COMPANIES

Pursuant to Title 18, Oklahoma Statutes, Section 2055.2, every domestic limited liability company and every foreign limited liability company registered to do business in this state shall file an Annual Certificate each year in the Office of the Secretary of State. The certificate shall confirm it is an active business and must include its principal place of business address.

1. Is the limited liability company active: yes no
2. The street address of the principal place of business address, wherever located:

5800 Tennyson Parkway Plano, TX 75024

The annual certificate is due on the first day of July each year and must be accompanied by the filing fee in the amount of \$25.00.

A limited liability company that neglects, refuses or fails to file the annual certificate within sixty (60) days after the date due shall cease to be in good standing as a domestic limited liability company or registered as a foreign limited liability company in this state.

/s/ Donald P. Fay

Signature of Member or Manager

To ensure proper credit, please return this notice along with your check for \$25.00, made payable and directed to:

OKLAHOMA SECRETARY OF STATE
2300 N. LINCOLN BLVD., ROOM 101
OKLAHOMA CITY, OKLAHOMA 73105-4897

RECEIVED
JUN 24 2004

OKLAHOMA
SECRETARY
OF STATE

For your convenience, you may also file online at
<https://www.sooneraccess.state.ok.us>

Office (405) 521-3911

<http://www.sos.state.ok.us>

Fax (405) 521-3771

05/27/2003 09:00 AM OKLAHOMA SECRETARY OF STATE

OKLAHOMA SECRETARY OF STATE
2300 N. LINCOLN BLVD., ROOM 101
OKLAHOMA CITY, OK 73105-4897

Brad Henry
Governor

LL00580138/3500580138

SOUTHCREST, L.L.C.
CORPORATION SERVICE COMPANY
115 SW 89TH ST
OKLA CITY, OK 73139-8511

ANNUAL CERTIFICATE
LIMITED LIABILITY COMPANIES

Pursuant to Title 18, Oklahoma Statutes, Section 2055.2, every domestic limited liability company and every foreign limited liability company registered to do business in this state shall file an Annual Certificate each year in the Office of the Secretary of State. The certificate shall confirm it is an active business and must include its principal place of business address.

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5800 Tennyson Parkway Plano, TX 75024

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/s/ Donald P. Fay

Signature of Member or Manager

To ensure proper credit, please return this notice along with your check for \$25.00, made payable and directed to:

OKLAHOMA SECRETARY OF STATE
2300 N. LINCOLN BLVD., ROOM 101
OKLAHOMA CITY, OKLAHOMA 73105-4897

RECEIVED
MAY 27 2003

OKLAHOMA
SECRETARY
OF STATE

Office (405) 521-3911

<http://www.sos.state.ok.us>

Fax (405) 521-3771

OKLAHOMA SECRETARY OF STATE

Jun 26/02 001#59174 Sheri \$25.00

Filed Jun 21 2002

Oklahoma Secretary of State

SOUTHCREST, L.L.C.
c/o CORPORATION SERVICE COMPANY
115 SW 89TH ST
OKLA CITY, OK 731398511

ANNUAL CERTIFICATE
LIMITED LIABILITY COMPANIES

Pursuant to Title 18, Oklahoma Statutes, Section 2055.2, every domestic limited liability company and every foreign limited liability company registered to do business in this state shall file an Annual Certificate each year in the Office of the Secretary of State. The certificate shall confirm it is an active business and must include its principal place of business address.

1. Is the limited liability company active: yes no
2. The street address of the principal place of business address, wherever located:

2323 S. Harvard Tulsa, OK 74114-3370

The annual certificate is due on the first day of July each year and must be accompanied by the filing fee in the amount of \$25.00.

A limited liability company that neglects, refuses or fails to file the annual certificate within sixty (60) days after the date due shall cease to be in good standing as a domestic limited liability company or registered as a foreign limited liability company in this state.

/s/ Donald P. Fay

Signature of Member or Manager

To ensure proper credit, please return this notice along with your check for \$25.00, made payable and directed to:

OKLAHOMA SECRETARY OF STATE
2300 N. LINCOLN BLVD., ROOM 101
OKLAHOMA CITY, OKLAHOMA 73105-4897
(405) 522-4560

RECEIVED
JUN 21 2002

OKLAHOMA
SECRETARY
OF STATE

FILING FEE: \$50.00
FILE IN DUPLICATE
PRINT CLEARLY

FILED
APR 15 1999
OKLAHOMA SECRETARY OF STATE

AMENDED ARTICLES OF ORGANIZATION
OF AN
OKLAHOMA LIMITED LIABILITY COMPANY

TO: OKLAHOMA SECRETARY OF STATE
2300 N Lincoln Blvd., Room 101, State Capitol Building
Oklahoma City, Oklahoma 73105-4897
(405) 522-4560

The undersigned, for the purpose of amending the articles of organization of an Oklahoma limited liability company pursuant to the provisions of Title 18, Section 2011, does hereby execute the following amended articles:

1. (A) The name of the limited liability company: Columbia Crest, L.L.C.
(B) The name of the limited liability company has been changed to: SouthCrest, L.L.C.

(NOTE: The name must contain either the words limited liability company or limited company or the abbreviations L.L.C. or L.C. The word limited may be abbreviated as Ltd. and the word company may be abbreviated as Co.)

2. The date of filing of the original articles of organization: February 14, 1997
3. The street address of its principal place of business in this state:

2323 South Harvard, Street Address	Tulsa City	Oklahoma State	74114-3370 Zip Code
---------------------------------------	---------------	-------------------	------------------------

4. The name and address of the resident agent in the state of Oklahoma:

The Corporation Company Name	735 First National Building Street Address	Oklahoma City, City	OK State	73102 Zip Code
------------------------------------	--	------------------------	-------------	-------------------

(P.O. BOXES ARE NOT ACCEPTABLE)

RECEIVED
OK SEC. OF STATE
JAN — 8 1999

5. Set forth clearly any and all amendments to the articles of organization:

Article 1 has been amended to change the name of the limited liability company from Columbia Crest, L.L.C . to SouthCrest, L.L.C.

Amended Articles of Organization must be signed by a manager. :

Dated: 12/31/98

/s/ John M. Franck, II

Signature

Type or Print Name

for Galen Healthcare Inc., Manager

One Park Plaza, Nashville, TN 37203

Address

CONSENT TO USE OF NAME

TO: OKLAHOMA SECRETARY OF STATE

2300 N Lincoln Blvd., Room 101, State Capitol Building

Oklahoma City, Oklahoma 73105-4897

(405) 522-4560

Pursuant to Title 18, Oklahoma Statutes, Section 1141 or Section 2008 or Title 54, Oklahoma Statutes, Section 303 or Section 403, whichever is applicable, the undersigned business entity hereby consents to the use of the same name or an indistinguishable name.

1. The name of the consenting business entity is Southcrest Corporation

and is organized under the laws of the State of Oklahoma

2. The consenting business entity is (PLEASE CHECK ONE)

A. Corporation

B. Limited Partnership

C. Other

D. Limited Liability Company

E. Limited Liability Partnership

3. The proposed name of the business entity to which this consent is given: Southcrest, L.L.C.

and is organized or is to be organized under the laws of the State of Oklahoma

4. In the event the proposed name is identical to the consenting name, the consenting entity is about to:

A. Change its name

B. Withdraw from Oklahoma

C. Other

D. Cease to do business

E. Be wound up

I/we, being duly authorized to sign on behalf of the consenting business entity, hereby execute this report on the 12th day of April, 1999.

/s/ L. David Miller

Signature

(List title if applicable President)

L. David Miller
(Type or Print Name)

Signature

(List title is applicable)

(Type or Print Name)

FILED IN DUPLICATE
PRINT CLEARLY
SOS CORP. KEY:

CORPORATE TRADE NAME REPORT

FILED
NOV 18 1998
OKLAHOMA SECRETARY OF STATE
FOR OFFICE USE ONLY

TN 613635

PLEASE NOTE: THIS FORM MUST BE FILED WITH A LETTER FROM THE OKLAHOMA TAX COMMISSION STATING THAT THE FRANCHISE TAX HAS BEEN PAID FOR THE CURRENT FISCAL YEAR.

TO THE SECRETARY OF STATE OF THE STATE OF OKLAHOMA

The undersigned corporation hereby submits the following report of the adoption of a tradename used in connection with its business in the State of Oklahoma pursuant to Section 1140 of the Oklahoma General Corporation Act.

1. The name of the corporation is: Columbia Crest, L.L.C.
2. The corporation was incorporated under the laws of the State of: Oklahoma
3. The name of the registered agent and the address of the registered office in the State of Oklahoma is:

Corporation Service Company, NAME	115 S.W. 89th Street, STREET ADDRESS	Oklahoma City, CITY	OK COUNTY	73139-8511 ZIP CODE
--	---	----------------------------	------------------	----------------------------

4. The Corporation is doing business in Oklahoma under the following trade name: SouthCrest Hospital
 5. The kind of business being transacted under such tradename may be briefly described as follows: Health Care
 6. The corporation is carrying on such business under such tradename at the following address(es) within the State of Oklahoma:
-

STREET	CITY OR TOWN	COUNTY	ZIP CODE
ADDRESS			
8801 South 101st Avenue East,	Tulsa,	Oklahoma	74133

COLUMBIA SOUTH TULSA HOSPITAL COMPANY, INC. Managing Member Columbia Crest, L.L.C.

By its Vice President

/s/ John M. Franck II
John M. Franck II
(PLEASE PRINT NAME)

ATTEST:

/s/ David Denson

By its Asst. Secretary
David Denson
(PLEASE PRINT NAME)

AMENDED
ARTICLES
OF
ORGANIZATION

FILED
MAR 13 1997
OKLAHOMA SECRETARY
OF STATE

FOR OFFICE USE ONLY

PLEASE PRINT CLEARLY
FILE IN DUPLICATE

TO: THE OKLAHOMA SECRETARY OF STATE

The undersigned, for the purpose of amending the articles of organization of an Oklahoma limited liability company pursuant to the provisions of Title 18, Section 2011, does hereby execute the following amended articles:

1. (A) The name of the limited liability company:

ColumbiaCrest L.L.C.

(B) The name of the limited liability company has been changed to:

Columbia Crest L.L.C.

(Note: The name must contain either the words "limited liability company" or "limited company" or the abbreviations "L.L.C." or "L.C." The word 'limited' may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co.")

2. The date of filing of the original articles of organization: 2/14/97

3. The street address of its principal place of business in this state:

2323 South Harvard Street address	Tulsa City	Oklahoma State	74114-3370 Zip Code
--------------------------------------	---------------	-------------------	------------------------

4. The name and address of the resident agent in the state of Oklahoma:

The Corporation Company Name	735 First National Bldg. Street Address	Oklahoma City City	OK State	73102 Zip Code
---------------------------------------	--	---------------------------	-----------------	-----------------------

(P.O. Boxes are not acceptable.)

RECEIVED
MAR 13 1997
OKLAHOMA SECRETARY
OF STATE

5. Set forth clearly any and all amendments to the articles of organization:

The only change is that there should be a space between the name Columbia (space)_Crest L.L.C.

Amended Articles of Organization must be signed by a manager.

Dated: 2/14/97

/s/ John M. Franck II
Signature

John M. Franck II
Type or Print Name

One Park Plaza, Nashville, TN 37203
Address

FEE: \$100.00

ARTICLES
OF
ORGANIZATION

FILED
FEB 14 1997
OKLAHOMA SECRETARY OF STATE
FOR OFFICE USE ONLY

PLEASE PRINT CLEARLY

FILE IN DUPLICATE

TO: THE OKLAHOMA SECRETARY OF STATE, 101 State Capitol, Oklahoma City, OK 73105

The undersigned, for the purpose of forming an Oklahoma limited liability company pursuant to the provisions of 18 O.S. 1993 Supp., Section 2004, does hereby execute the following articles:

1. The name of the limited liability company (Note: The name must contain either the words "limited liability company" or "limited company" or the abbreviations "L.L.C." or "LC." The word "limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co.):

ColumbiaCrest, L.L.C.

2. The street address of its principal place of business in the state of Oklahoma:

2323 South Harvard	Tulsa	Oklahoma	74114-3370
Street address	City	State	Zip Code

3. The name and address of the resident agent in the state of Oklahoma:

The Corporation Company Name	735 First National Building Street Address	Oklahoma City,	OK	73102
		City	State	Zip Code

(P.O. Boxes are not acceptable.)

4. The latest date on which the limited liability company is to dissolve: February 14, 2037

Articles of organization must be signed by at least one person who need not be a member of the limited liability company.

Dated: February 11, 1997

Signature: /s/ Dean A. Kant

Type or Print Name: Dean A. Kant

Address: 227 West Monroe Street, Chicago IL 60606-5096

SECOND AMENDED AND RESTATED OPERATING AGREEMENT
OF
SOUTHCREST, L.L.C.

This Second Amended and Restated Operating Agreement (the "Agreement") for SouthCrest, L.L.C. (the "Company"), dated February 5, 2001, is execute by Triad South Tulsa Hospital Company, Inc. as the sole member (the "Member") of the Company, and amends and restates that certain Amended and Restated Operating Agreement, dated April 27, 1999. The Company was formed on February 14, 1997, pursuant to the provisions of the Oklahoma Limited Liability Company Act (the "Act"). The Member hereby agrees that the ownership interests in the Company and capital contributions of the Member are as follows:

<u>Name and Address</u>	<u>Percentage Ownership</u>	<u>Capital Contributions</u>
Triad South Tulsa Hospital Company, Inc. 13455 Noel Road, 20th Floor Dallas, Texas 75240	100 %	\$ 104,431,479

The Member shall not be required to make any additional contribution of capital to the Company, although the Member may from time to time agree to make additional contributions to the Company.

The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, leasing, financing, and otherwise dealing with real property and healthcare businesses.

The registered agent of the Company shall be The Corporation Company, and the registered office of the Company shall be located at 735 First National Building, Oklahoma City, Oklahoma 73102. The registered office or the registered agent, or both, may be changed by the Member from time to time upon filing the statement required by the Act.

The term of the Company shall be perpetual.

Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.

All distributions and all allocations of income, gains, losses and credits shall be made in accordance with the Percentage Ownership of the Member.

The Company shall be managed by the Member. Notwithstanding the foregoing, the Member may from time to time appoint additional managers of the Company for such purposes as the Member may, in its discretion, determine. The Member shall have the exclusive right and full power and authority to manage, control, conduct and operate the business of the Company. The Member shall maintain all books and records required by

the Act to be maintained at the address specified above or at any other office designated by the Member.

The Company shall indemnify and hold harmless the Member, and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, employees, agents and representatives of such persons to the fullest extent permitted by the Act

This Agreement may be amended solely by the Member. Any such amendment may amend and restate this Agreement in its entirety and may add and/or substitute members and reallocate the Percentage Ownership.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned hereby agrees, acknowledges and certifies that the foregoing Agreement constitutes the Operating Agreement of SouthCrest, L.L.C., adopted by the Member as of the date referenced above.

MEMBER:

TRIAD SOUTH TULSA HOSPITAL COMPANY, INC.

By: /s/ [unreadable]

Filed Jan. 27, 1997
OKLAHOMA SECRETARY OF STATE
CERTIFICATE OF INCORPORATION

OF
COLUMBIA SOUTH TULSA HOSPITAL COMPANY, INC.

I
The name of this corporation is COLUMBIA SOUTH TULSA HOSPITAL COMPANY, INC.

II
The address of the registered office of the corporation in this state is 115 S. W. 89th Street, Oklahoma City, Oklahoma County, Oklahoma 73139. The name of its registered agent at such address is THE PRENTICE-HALL CORPORATION SYSTEM, OKLAHOMA, INC.

III
The purpose of the corporation is to engage in the transaction of any or all lawful business for which corporations may be organized under the general corporation law of the State of Oklahoma.

IV
The corporation has authority to issue One Thousand (1,000) shares of Common Capital Stock. The par value of such shares is One Dollar (\$1.00) per share. All shares shall be of one class.

V
The name and mailing address of the sole incorporator of the corporation is:

NAME	ADDRESS
Vanessa L. Courtois	One Park Plaza, Nashville, TN 37203

VI
The corporation is to have perpetual existence.

RECEIVED Jan. 27, 1997
Oklahoma Secretary of State

RECEIVED Jan. 15, 1997
Oklahoma Secretary of State

VII

The number of directors constituting the initial board of directors is three (3), and the name and mailing address of each person who is to serve as director until the first annual meeting of the shareholders or until a successor is elected and qualified are:

NAME	ADDRESS
Stephen T. Braun	One Park Plaza, Nashville, TN 37203
Kenneth C. Donahey	One Park Plaza, Nashville, TN 37203
Rosalyn S. Elton	One Park Plaza, Nashville, TN 37203

I, THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Oklahoma, do make and file this Certificate, and do hereby certify that the facts herein stated are true and have accordingly hereunto set my hand this 13th day of January, 1997.

/s/ Vanessa L. Courtois
Vanessa L. Courtois
INCORPORATOR

FILED
May 10, 1999
Oklahoma Secretary of State

CERTIFICATE OF AMENDMENT
of
MAY 10 1999
CERTIFICATE OF INCORPORATION
of
COLUMBIA SOUTH TULSA HOSPITAL COMPANY, INC.

Columbia South Tulsa Hospital Company, Inc., a corporation organized and existing under and by virtue of the General Corporation Act of the State of Oklahoma (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Corporation, by the unanimous written consent of its members, duly adopted resolutions setting forth proposed amendments to the Certificate of Incorporation of said corporation, declaring said amendments to be advisable and recommending their consideration and adoption by unanimous written consent of the sole stockholder of said corporation. The proposed amendments, set forth in full, are as follows:

I

The Article I of the Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety to be and read as follows:

The name of this corporation is Triad-South Tulsa Hospital Company, Inc.

SECOND: That thereafter said amendment was consented to and authorized by the sole holder of all of the issued and outstanding capital stock of said corporation, by means of a unanimous written consent given in accordance with the provisions of the applicable provisions of the General Corporation Act of the State of Oklahoma.

THIRD: That said amendment was duly adopted in accordance with the 18 O.S. §1077 provisions of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be executed this 7th day of May, 1999.

Columbia South Tulsa Hospital Company, Inc.

By: /s/ John M. Franck II
Name: John M. Franck II
Title: Vice President

ATTEST:

/s/ Dora A. Blackwood
Name: Dora A. Blackwood
Title: Assistant Secretary

ROBERT E. ANDERSON,
Chairman
JERRY JOHNSON, Vice-chairman
DON KILPATRICK, Sec'y-member

OKLAHOMA TAX COMMISSION

STATE OF OKLAHOMA

2501 Lincoln Boulevard
OKLAHOMA CITY, OKLAHOMA 73194

CENTRAL PROCESSING DIVISION

FRANCHISE SECTION

(405) 521-3161

FEI: 621678883

CPB 05/07/99

SECRETARY OF STATE

ROOM 101, STATE CAPITOL BUILDING

OKLAHOMA CITY, OK. 73105

RE: COLUMBIA SOUTH TULSA HOSPITAL COMPANY, INC.

QUALIFICATION DATE: 01/27/97

DEAR SECRETARY:

THIS IS TO CERTIFY THAT THE FILES OF THIS OFFICE SHOW THE REFERENCED CORPORATION HAS FILED A FRANCHISE TAX RETURN FOR THE FISCAL YEAR ENDING JUNE 30, 1999 AND HAS PAID THE FRANCHISE TAX AS SHOWN BY SAID RETURN.

NO CERTIFICATION IS MADE AS TO ANY CORPORATE FRANCHISE TAXES WHICH MAY BE DUE BUT NOT YET ASSESSED, NOR WHICH HAVE BEEN ASSESSED AND PROTESTED.

THIS LETTER MAY NOT THEREFORE BE ACCEPTED FOR PURPOSES OF DISSOLUTION OR WITHDRAWAL.

SINCERELY,

OKLAHOMA TAX COMMISSION

/s/ Kelly Henry

Adopted November 30, 1999

BY-LAWS

OF

TRIAD-SOUTH TULSA HOSPITAL COMPANY, INC.

ARTICLE I

OFFICES

The principal office of the Corporation in the State of Oklahoma shall be located in the City of Tulsa. The Corporation may have such other offices, either within or without the State of Oklahoma as the business of the Corporation may require from time to time.

The registered office of the corporation may be, but need not be, identical with the principal office in the State of Oklahoma and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

SHAREHOLDERS

SECTION 1. ANNUAL MEETING. The annual meeting of shareholders shall be held in the month of June or such other date as designated by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a Saturday, Sunday or legal holiday, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated for any annual meeting, or at any adjournment thereof, the election shall be held at a special meeting of the shareholders to be held as soon thereafter as may be convenient.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders may be called by the Chairman of the Board, the President, by a majority of the members of the Board of Directors or by the holders of not less than one-fifth of all the outstanding shares of the Corporation.

SECTION 3. PLACE OF MEETING. The annual meeting, or any special meeting called by the Board of Directors, shall be held in Dallas, Texas, unless otherwise designated by them. A waiver of notice, signed by all shareholders, may designate any place, either within or without the State of Oklahoma, as the place for the holding of such meeting. If a special meeting be otherwise called, the place of meeting shall be the office of the Corporation in the State of Texas, except as otherwise provided in Section 5 of this Article.

SECTION 4. NOTICE OF MEETINGS. Written or printed notice stating the place, day and hour of the meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than forty (40) days before the date of the meeting, either personally or by mail, by or at the direction of the Chairman of the Board, the

President, the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the shareholder at his address as it appears on the records of the Corporation, with postage thereon prepaid. Notice of a meeting, either annual or special, called for the purpose of electing directors shall be delivered not less than twenty (20) days before the date of the meeting.

SECTION 5. MEETING OF ALL SHAREHOLDERS. If all of the shareholders shall meet at any time and place, either within or without the State of Oklahoma, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION 6. QUORUM. A majority of the outstanding shares of the Corporation, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders; provided, that if less than a majority of the outstanding shares are represented at said meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice.

SECTION 7. PROXIES. At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy, and such proxy may be withdrawn at any time.

SECTION 8. VOTING OF SHARES. Subject to the provisions of Section 10, each outstanding share of common stock shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 9. VOTING OF SHARES BY CERTAIN HOLDERS. Shares standing in the name of another Corporation, domestic or foreign, may be voted by such officer, agent or proxy as the By-laws of such Corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such Corporation may determine.

SECTION 10. VOTING. In all elections of directors, every shareholder shall have the right to vote, in person or by proxy, the number of shares owned by him, for as many persons as there are directors to be elected. All voting shall be on a non-cumulative basis, unless otherwise stated in the Articles of Incorporation or except as required by applicable state law.

SECTION 11. INFORMAL ACTION BY SHAREHOLDERS. Any action required to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The business and affairs of the Corporation shall be managed by its Board of Directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors of the Corporation shall be not less than one (1) nor more than ten (10), but may be increased by amendment of this By-law by the shareholders. Each director shall hold office for the term of which he is elected or until his successor shall have been elected and qualifies for the office, whichever period is longer. Directors need not be residents of Oklahoma nor need they be the holder of any shares of the capital stock of the Corporation.

SECTION 2.1. COMMITTEES OF THE BOARD. The Board of Directors may from time to time appoint such standing or special committees as it may deem for the best interest of the Corporation, but no such committee shall have any powers, except such as are expressly conferred upon it by the Board of Directors.

SECTION 3. MEETINGS. A regular meeting of the Board of Directors shall be held without other notice than this By-law, immediately after, and at the same place, as the annual meeting of shareholders. Additional regular meetings of the Board of Directors may be held at any time and place designated by them. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board or a majority of the directors. Special meetings shall be held, unless otherwise designated by the Board of Directors, in Dallas, Texas. Meetings may be held by the directors participating in same by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation constitutes presence in person for all those participating. Whenever the laws of the State of Oklahoma authorize or permit directors to act other than at a meeting, including but not limited to acting through unanimous written consents, then such actions shall be as effective as if taken by the directors at a meeting.

SECTION 4. NOTICE. Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each director at his business address, or by facsimile. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by facsimile, such notice shall be deemed to be delivered when the facsimile is transmitted. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 5. QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that, if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 6. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 7. VACANCIES. Any vacancy occurring in the Board of Directors or in a directorship to be filled by reason of an increase in the number of directors, may be filled by

election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 8. RESIGNATION OF DIRECTORS. Any director may resign at any time by giving written notice of such resignation to the Board of Directors, the Chairman of the Board or the President. Any such resignation shall take effect at the time specified therein or, if no time is specified, upon receipt thereof by the Board of Directors or one of the above named officers; and, unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 9. REMOVAL OF DIRECTORS. At any special meeting of the stockholders, duly called as provided in these By-laws, any director or directors may, by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote for the election of directors, be removed from office, either with or without cause. At such meeting a successor or successors may be elected by a majority of the votes cast.

SECTION 10. COMPENSATION. Directors, as such, shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board of Directors; provided that nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

SECTION 1. CLASSES. The officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may be elected or appointed in accordance with the provisions of Sections 2 or 4 of this article.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. REMOVAL. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. CHAIRMAN OF THE BOARD. If there is a Chairman of the Board, he shall be the Chief Executive Officer of the Corporation and shall be elected from among the members of the Board of Directors. Subject to the direction of the Board of Directors, he shall have general charge of the business affairs and property of the Corporation and general supervision over its officers and agents. If present, he shall preside at all meetings of stockholders and he shall see that all orders and resolutions of the Board of Directors are carried into effect. He may sign, with any other officer thereunto duly authorized, certificates of stock of the Corporation the issuance of which shall have been duly authorized (the signature to which may be a facsimile signature), and may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts, agreements or other instruments duly authorized by the Board of Directors except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. From time to time, he shall report to the Board of Directors all matters within his knowledge which the interests of the Corporation may require to be brought to their attention. He shall also perform such other duties as are given to him by these By-laws or as from time to time may be assigned to him by the Board of Directors.

SECTION 6. PRESIDENT. If there is no Chairman of the Board, the President shall have all the powers, duties and responsibilities designated in Section 5 of this article as belonging to the Chairman of the Board, provided however, that the President need not be a member of the Board of Directors. If there is a Chairman of the Board, the President shall be an executive officer of the Corporation and, subject to the direction of the Board of Directors and the Chairman of the Board, he shall have supervision of the business of the Corporation and its other officers and agents. In the absence of the Chairman of the Board he shall preside at meetings of the stockholders and of the Board of Directors. He may sign, with any other officer thereunto duly authorized, certificates of stock of the Corporation the issuance of which shall have been duly authorized (the signature to which may be a facsimile signature), and may sign and execute in the name of the Corporation, deeds, mortgages, bonds, contracts, agreements or other instruments duly authorized by the Board of Directors except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent. From time to time, he shall report to the Board of Directors all matters within his knowledge which the interests of the Corporation may require to be brought to their attention. He shall also perform such other duties as are given to him by these Bylaws, or from time to time may be assigned to him by the Board of Directors.

SECTION 7. VICE PRESIDENTS. The Vice Presidents shall perform such duties as are given to them by these By-laws or as from time to time may be assigned to them by the Board of Directors, the Chairman of the Board, or the President, and, in the order of their seniority, or in any other order as the Board of Directors may from time to time determine, shall, in the absence of the President, have all the powers of and be subject to all restrictions upon the President, and may sign, if so authorized, in the name of the Corporation, deeds, mortgages, bonds and other instruments.

SECTION 8. SECRETARY. The Secretary shall:

(a) Record all the proceedings of the meetings of the stockholders, the Board of Directors, and any committees in a book or books to be kept for that purpose;

- (b) Cause all notices to be duly given in accordance with the provisions of these By-laws and as required by statutes;
- (c) Whenever any committee shall be appointed by a resolution of the Board of Directors, furnish the Chairman of such committee with a copy of such resolution;
- (d) Be custodian of the records and of the seal of the Corporation, and cause such seal to be affixed to all certificates representing stock of the Corporation prior to the issuance thereof and to all instruments the execution of which on behalf of the Corporation under its seal shall have been duly authorized;
- (e) See that the lists, books, reports, statements, certificates and other documents and records required by statute are properly kept and filed;
- (f) Have charge of the stock and transfer books of the Corporation and exhibit such stock book at all reasonable times to such persons as are entitled by statute to have access thereto;
- (g) Sign (unless the Treasurer or an Assistant Secretary or an Assistant Treasurer shall sign) certificates representing stock of the Corporation the issuance of which shall have been duly authorized (the signature to which may be a facsimile signature); and
- (h) In general, perform all duties incident to the office of the Secretary and such other duties as are given to him by these By-laws or as from time to time may be assigned to him by the Board of Directors, the Chairman of the Board or the President.

SECTION 9. ASSISTANT SECRETARIES. At the request of the Secretary or in his absence or disability, the Assistant Secretary designated by him (or in the absence of such designation, the Assistant Secretary designated by the Board of Directors or the Chairman of the Board or the President) shall perform all the duties of the Secretary, and, when so acting, shall have all the powers of and be subject to all restrictions upon the Secretary. The Assistant Secretaries shall perform such other duties as from time to time may be assigned to them respectively by the Board of Directors, the Chairman of the Board, the President or the Secretary.

SECTION 10. TREASURER. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V of these By-laws; (b) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors, the Chairman of the Board or the President.

SECTION 11. ASSISTANT TREASURERS. At the request of the Treasurer or in his absence or disability, the Assistant Treasurer designated by him (or in the absence of such designation, the Assistant Treasurer designated by the Board of Directors or the Chairman of the Board or the President) shall perform all the duties of the Treasurer, and, when so acting, shall have all the powers of and be subject to all restrictions upon the Treasurer. The Assistant Treasurers shall

perform such other duties as from time to time may be assigned to them respectively by the Board of Directors, the Chairman of the Board, the President or the Treasurer.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE VI

CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. CERTIFICATES FOR SHARES. Certificates representing shares of the Corporation shall be in such form as may be determined by the Board of Directors. Such certificates shall be signed by the Chairman of the Board (if any) or by the President or Vice President and by the Secretary or an Assistant Secretary and may be sealed with the seal of the Corporation (if any shall have been adopted). All certificates for shares shall be consecutively numbered. The name of the person owning the shares represented thereby with the number of shares and date of issue shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

SECTION 2. TRANSFERS OF SHARES. Transfers of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of each year, but may be changed by resolution of the Board of Directors.

ARTICLE VIII

DIVIDENDS

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

ARTICLE IX

SEAL

The Board of Directors may (but shall not be required to unless applicable law otherwise so requires) provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and other appropriate wording.

ARTICLE X

WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given under the provisions of these Bylaws, or under the provisions of the Articles of Incorporation, or under the provisions of the Corporation Laws of the State of Oklahoma, waiver thereof in writing, signed by the person, or persons, entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Corporation shall indemnify its officers and directors against all reasonable expense incurred by them in defending claims or suits, irrespective of the time of occurrence of the claims or causes of action in such suits, made or brought against them as officers or directors of the Corporation, and against all liability in such suits, except in such cases as involve gross negligence or willful misconduct in the performance of their duties. Such indemnification shall extend to the payment of judgments against such officers and directors and to reimbursement of amounts paid in settlement of such claims or actions and may apply to judgments in favor of the Corporation or amounts paid in settlement to the Corporation. Such indemnification shall also extend to the payment of counsel fees and expenses of such officers and directors in suits against them where successfully defended by them or where unsuccessfully defended, if there is no finding or judgment that the claim or action arose from the gross negligence or willful

misconduct of such officers or directors. Such right of indemnification shall not be exclusive of any right to which such officer or director may be entitled as a matter of law and shall extend and apply to the estates of such deceased officers or directors.

ARTICLE XII

AMENDMENTS

The shareholders may alter, amend or rescind the By-laws at any annual or special meeting of shareholders at which a quorum is present, by the vote of a majority of the stock represented at such meeting, provided that the notice of such meeting shall have included notice of such proposed amendment. The Board of Directors shall have the power and authority to alter, amend or rescind By-laws of the Corporation at any regular or special meeting at which a quorum is present by the vote of a majority of the entire Board of Directors, subject always to the power of the shareholders to change such action of the directors.

/s/ Mark Hammond

Secretary of State South Carolina

STATE OF SOUTH CAROLINA

SECRETARY OF STATE

ARTICLES OF INCORPORATION

Jim Miles

Secretary of State

Filed Dec. 28, 1994

1. The name of the proposed corporation is QHG of South Carolina, Inc.
2. The initial registered office of the corporation is c/o C T CORPORATION SYSTEM, 75 Beattie Pl., Two Insignia Finacial Plaza, Greenville, Greenville 29601 and the initial registered agent at such address is C T CORPORATION SYSTEM
3. The corporation is authorized to issue shares of stock as follows: Complete a or b, whichever is applicable:
 - a. If the corporation is authorized to issue a single class of shares, the total number of shares authorized is 1,000.
 - b. The corporation is authorized to issue more than one class of shares:

Class of Shares Authorized No. of Each Class

The relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows:

Common Stock

4. The existence of the corporation shall begin when these articles are filed with the Secretary of State unless a delayed date is indicated (See §33-1-230(b)):
 5. The optional provisions which the corporation elects to include in the articles of incorporation are as follows (See §33-2—102 and the applicable comments thereto; and 35-2-105 and 35-2-221 of the 1976 South Carolina Code):
 6. The name and address of each incorporator is as follows (only one is required);
-

Name
Gayle Jenkins (Sole Incorporator)

Address
155 Franklin Road, Suite 401 Brentwood, TN
37027

Signature
/s/ Gayle Jenkins

7. I, MARK W. BUYCK, JR., an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements Chapter 2, Title 33 of the 1976 South Carolina Code relating to the articles of incorporation.

Date December 21, 1994

/s/ Mark W. Buyck, Jr.

MARK W. BUYCK, JR. S.C. BAR #001060

WILCOX, McLEOD, BUYCK & WILLIAMS

Address PO BOX 1909

FLORENCE, SC 29503-1909

BYLAWS

QHG OF SOUTH CAROLINA, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of South Carolina as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of South Carolina.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate Certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meetings of Shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of South Carolina which may be designated either by the Board of Directors or by the written consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 155 Franklin Road, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of four directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered,

debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by

mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with

or without cause, when in the judgment of the Board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facility

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory Board. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

STATE OF SOUTH CAROLINA
SECRETARY OF STATE
ARTICLES OF INCORPORATION

Filed

Jan 22 1996

- 1. The name of the proposed corporation is QHG OF SPARTANBURG, INC.
- 2. The initial registered office of the corporation is 2019 Park Street, Columbia, Richland, 29201 and the initial registered agent as such address is Corporation Service Company
- 3. The corporation is authorized to issue shares of stock as follows: Complete a or b, whichever is applicable:
 - a. If the corporation is authorized to issue a single class of shares, the total number of shares authorized is 1,000
 - b. The corporation is authorized to issue more than one class of shares:

Class of Shares Authorized No. of Each Class

The relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows:

Common Stock

- 4. The existence of the corporation shall begin when these articles are filed with the Secretary of State unless a delayed date is indicated (See §33-1-230(b)): ____.
- 5. The optional provisions which the corporation elects to include in the articles of incorporation are as follows (See §33-2-102 and the applicable comments thereto; and 35-2-105 and 35-2-221 of the 1976 South Carolina Code):

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

Jul __

/s/ Mark Hammond

Secretary of State of South Carolina

- 6. The name and address of each incorporator is as follows (only one is required);
-

Name
Gayle Jenkins (Sole Incorporator)

Address
103 Continental Place
Brentwood, TN 37027

Signature
/s/ Gayle Jenkins

7. I, Francis P. Mood, an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements Chapter 2, Title 33 of the 1976 South Carolina Code relating to the articles of incorporation.

Date January 17, 1996

/s/ Francis P. Mood

Francis P. Mood

Address Sinkler & Boyd, P.A.

P.O. Box 11889

Columbia, SC 29211

BYLAWS

QHG OF SPARTANBURG, INC.

ARTICLE I

Offices

The corporation may have offices at such places both within and without the State of South Carolina as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Capital Stock

Section 1. Amount of Capital Stock. The authorized capital stock of the corporation shall be as set forth in the Articles of Incorporation filed with the Secretary of State of the State of South Carolina.

Section 2. Certificates of Stock. The certificates of stock shall be of such form and device as the Board of Directors may adopt. All certificates of stock shall be signed by the President, or in his absence, by a Vice-President or by the Chairman if there be one, and by the Secretary or Assistant Secretary or by such other persons as may be authorized by law to sign such certificates. Such certificates shall exhibit the holders' names and the number of shares, be numbered, and entered in the books of the corporation as they are issued.

Section 3. Transfers of Stock and Duplicate certificates. Transfer of stock shall be made only on the books of the corporation. No new certificate shall be issued in lieu of an old one, unless the latter is properly endorsed, surrendered and marked "cancelled" at the time the new one is issued. If, however, a certificate shall be lost or destroyed, the Board of Directors may order a new certificate issued upon receipt by the corporation of satisfactory security by bond or otherwise against loss to the corporation and upon such other terms, conditions and guaranties as such Board may require. Any such new certificates shall be plainly marked "duplicate" on its face.

Section 4. Recognition of Ownership and Treasury Stock. Any person, firm or corporation in whose name stock stands on the books of the corporation, whether individually, or as trustee, pledgee or otherwise, may be recognized and treated by the corporation as the absolute owner thereof, and the corporation shall in no event be obliged to deal with or to recognize the rights or interests of any other person in such stock, or in any part thereof. Treasury stock shall be held by the corporation subject to disposal by the Board of Directors and shall neither be voted nor participate in dividends and other distributions.

ARTICLE III

Meeting of shareholders

Section 1. Location. All meetings of the shareholders shall be held at any place within or without the State of South Carolina which may be designated either by the Board of Directors or by the written consent of all shareholders entitled to vote thereat given either before or after the meeting and filed by the Secretary of the corporation. In the absence of any such designation, shareholders' meetings shall be held at 103 Continental Place, in the City of Brentwood, State of Tennessee.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held on such dates and at such times as determined by the Board of Directors. At such meeting, the stockholders shall elect directors, by a plurality vote, to serve for the ensuing year or until their successors shall be elected and qualified.

Section 3. Special Meetings. Special meetings of the shareholders, for any purposes whatsoever, may be called at any time by the President or by any Vice President or by a majority of the Board of Directors or by one or more shareholders holding not less than one-fifth (1/5) of the voting power of the corporation.

Section 4. Notices. Written notice of each annual meeting shall be given to each shareholder either personally or by mail or by other means of written communication, charges prepaid, addressed to each shareholder at his address appearing on the books of the corporation, or given by him to the corporation for the purpose of notice. If a shareholder gives no address, notice is duly given to him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated or if published at least once in some newspaper of general circulation in the county in which the office is located. Except as otherwise expressly provided by statute, any such notice shall be deposited in the United States mail, delivered to the telegraph company in the place in which the principal office of the corporation is located or published at least ten (10) days, but not more than forty (40) days prior to the time of the holding of the meeting. In case such notice is personally delivered or delivered by means of written communication other than by mail, telegraph or publication as above provided, it shall be so delivered at least seven (7) days prior to the time of the holding of the meeting. Such delivery, mailing, telegraphing or publishing as above provided shall be due legal and personal notice to such shareholders. Such notices shall specify the place, the day and the hour of such meeting and shall state such other matters, if any, as may be expressly required by statute. Notice of any special meeting shall specify in addition to the place, day and hour of such meeting the general nature of the business to be transacted. Attendance by a shareholder at any meeting in person or by proxy shall be deemed to waive all requirements as to notice of the meeting. Waiver by a shareholder in writing of notice of any meeting of shareholders shall be equivalent to the giving of such notice.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of the shareholders may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted. The shareholders present at a duly organized meeting may continue to transact any business notwithstanding the withdrawal from such meeting of enough shareholders to leave less than a quorum.

Section 6. Proxies. Stock may be represented by proxy and no special form of proxy shall be necessary, but the written authorization of proxy over signature of a shareholder shall be sufficient. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 7. Voting. Each share of stock present at any meeting, either in person or by proxy, and having voting power shall be entitled to one vote on all matters coming before the meeting.

Section 8. Presiding Officer. Every meeting of shareholders, whether annual or special, shall be presided over by the President or, in his absence, by any Vice President. The Secretary of the corporation shall act as Secretary of every such meeting or, in his absence, a Secretary shall be appointed by the Chairman of such meeting.

Section 9. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to receive payment of any dividend, the Board of Directors shall fix a record date for determination of shareholders entitled to participate, which shall not be less than twenty (20) days nor more than fifty (50) days prior to the date on which such action is to be taken.

Section 10. Written Consent. To the extent provided by applicable law, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the holders of outstanding stock.

ARTICLE IV

Directors

Section 1. Number. The number of directors which shall constitute the whole Board shall be not less than three nor more than ten. The first Board shall consist of four directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Authority. The Board of Directors shall have power:

First: To conduct, manage, and control the affairs and business of the corporation and to make such rules and regulations therefor, not inconsistent with law or with the Articles of Incorporation or with the Bylaws, as they may deem best;

Second: To appoint and remove at pleasure the officers, agents, and employees of the corporation, prescribe their duties and fix their compensation;

Third: To authorize the issue of shares of stock of the corporation from time to time upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered,

debts or securities canceled, or tangible or intangible property actually received, or in the case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

Fourth: To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor;

Fifth: To alter, repeal or amend, from time to time, and at any time, these Bylaws and any and all amendments of the same, and from time to time, and at any time, to make and adopt such new and additional Bylaws as may be necessary and proper, subject to the power of the shareholders to adopt, amend or repeal such Bylaws, or to revoke the delegation of authority of the directors, as provided by law or by Article XIII of these Bylaws; and

Sixth: To appoint an executive and other committees, and to delegate to the Executive Committee any of the powers and authority of the board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal Bylaws. The Board of Directors shall have the power to prescribe the manner in which proceedings of the Executive Committee and other committees shall be conducted. The Executive Committee shall be composed of two or more directors.

Section 3. Removal of Directors. The stockholders shall have the power at any meeting of the stockholders to remove any director or officer with or without cause by a vote of the majority in amount of all the outstanding stock of the corporation entitled to vote.

Section 4. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors or from any removal of incumbent directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner removed. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 5. Quorum. A majority of all the directors of the corporation shall be necessary to constitute a quorum for the transaction of business at all meetings of the Board and a majority of the quorum shall decide any question that may come before the meeting, but less than a quorum may adjourn any meeting from time to time.

Section 6. Meetings. Regular meetings of the Board of Directors shall be held in the City of Brentwood, Tennessee, or at such other place as from time to time shall be determined by resolution of the Board and without notice of said meeting. Special meetings may be called at the discretion of the President of the corporation, or upon request of a majority of members of the Board. A regular meeting of the Board of Directors shall be held immediately following the annual meeting of stockholders, at which the directors shall elect the officers of the corporation for the ensuing year and transact such other business as may come before said meeting, of which no notice need be given except as herein contained.

Section 7. Notice of Meetings. Notice of all special meetings and the place, date and hour for holding such meetings, excepting only the regular meetings, shall be given to each director by

mail, telecopy, or telegraph, by the Secretary at least three (3) days previous to the time fixed for the meeting. The transactions of any meeting of the Board of Directors, however called or noticed or wherever held, shall be as valid as though had a meeting duly been held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Compensation. Directors, as such, shall not receive a salary for their services, but by resolution of the Board, a fixed sum and expenses of attendant, if any, may be allowed for attendance at each regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Written Consent in Lieu of Meeting. To the extent provided by applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Indemnification. This corporation shall indemnify each present and future director and officer and any person who may serve at its request as a director or officer of another corporation to the extent required and to the extent permitted by the laws of the state in which indemnification is sought.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, one or more Vice Presidents, a Secretary and Treasurer. In addition, the President may appoint, or the Board of Directors may elect one or more Assistant Secretaries and one or more Assistant Treasurers who shall have the same duties and authority, respectively, as the Secretary and Treasurer. Any number of offices, other than the President and the Secretary, may be held by the same person, unless the certificate of incorporation or these Bylaws provide otherwise. No person shall sign any document on behalf of this corporation in more than one capacity.

Section 2. Election. The officers shall be elected or appointed by the Board of Directors at the first meeting following each annual meeting of shareholders and shall hold office at the pleasure of such Board. The President shall be a director.

Section 3. Compensation. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 4. Removal and Vacancies. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors with

or without cause, when in the judgment of the Board the best interest of the corporation demands such removal. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 5. President. It shall be the duty of the President to preside at all meetings of the Board of Directors at which he is present, unless the Board shall elect a permanent Chairman; to call special meetings of the Board whenever he may think such meetings are necessary, or as requested to do so in accordance with these Bylaws; to sign all certificates of stock, contracts, leases, mortgages, deeds, conveyances and other documents of the corporation, which shall be countersigned by the Secretary or Treasurer where required. He shall have active executive management and general supervision and direction of the affairs of the corporation. He shall preside at and make, to the annual meeting of the stockholders of the corporation a report covering the operation of the corporation for the preceding fiscal year, together with such suggestions as he may deem proper.

Section 6. Vice Presidents. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice President in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall have the powers granted him under these Bylaws, and shall sign and issue all the calls for the stockholders' and directors' meetings when properly authorized; shall give notice of such meetings to each stockholder or director as provided above in these Bylaws and as required by law; shall have published all notices of the same required by law to be published; shall keep full and accurate minutes of the proceedings of all stockholders' and directors' meetings and shall attest the same after approval of the presiding officer. He shall sign such instruments as require his signature, and he shall make such reports and perform such other duties as are incident to his office, or may be required of him by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary, or (if there be more than one) the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. Treasurer. The Treasurer shall have the custody of all monies and securities of the corporation and shall deposit same in the name and to the credit of the corporation. He shall keep a full and accurate account of the receipts and disbursements in books belonging to the corporation and shall disburse the funds of the corporation by check or other warrant. He shall render such reports to the President and Board of Directors as may be required of him and shall perform such other duties as may be incident to this office, or may be required of him from time to time by the Board of Directors.

Section 10. Assistant Treasurer. The Assistant Treasurer, or, if there be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

Management of Medical Facility

Section 1. Advisory Board. It shall be the policy of the corporation that any medical facility owned by the corporation shall be operated as an autonomous division of the corporation under the direction of an Administrator and Advisory Board, not less than two-thirds of the members of which shall be persons who are residents of the area served by the facility. The medical practice conducted in each medical facility shall be under the supervision of the medical staff of such facility and shall be conducted in accordance with the highest standards of medical ethics and professional competence.

Section 2. Meetings of Advisory Board. The Advisory Board shall be governed by these Bylaws, but in addition thereto, shall authorize and adopt Bylaws for its own management subject to the Board of Directors. Such Bylaws shall provide rules of the procedure for the election of officers, regular meetings, and keeping of a permanent record of the minutes of the meetings of the Advisory Board. Such Bylaws and rules of procedure shall also provide for the giving of adequate notice of the meetings, and a fair and just procedure to be followed in the reaching of evidentiary and judgmental determinations as to the actions of any medical staff member or any employee of the medical facilities or corporation. The rules of procedure shall further provide that all action taken by the Advisory Board shall be reported to the Board of Directors of the corporation.

Section 3. Administrator. The Board of Directors shall select and employ a competent and experienced Administrator who shall be its direct representative in the management of the medical facility. The Advisory Board may make recommendations to the Board of Directors concerning candidates for the position of Administrator. The Administrator shall be given the necessary authority and held responsible for the administration of the medical facility in all departments, subject only to the policies enacted by the Board of Directors or Advisory Board.

Section 4. Amendment. This Article of the Bylaws shall not be amended, modified, or repealed without a favorable vote of at least two-thirds of each class of the outstanding stock of the corporation which is voted at the meeting at which such article is to be considered, except with respect to any medical facilities which, in the opinion of at least two-thirds of all members of the Board of Directors, are not operating in accordance with the highest standards of medical ethics and professional competence or good business practices.

ARTICLE VII

Fiscal Affairs

Section 1. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Reserve Fund. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors deem necessary. The Directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clean statement of the business and condition of the corporation.

Section 4. Checks. The President or Vice President and the Treasurer or the Assistant Treasurer are authorized to open bank accounts and to sign checks written on corporation accounts; and a letter to any bank or trust company establishing a bank account in the name of this corporation, which letter shall be signed by the President or Vice President and the Treasurer or Assistant Treasurer, shall constitute sufficient and continuing authority for any bank or trust company to open said accounts; and the respective banks are authorized to honor and pay any and all checks and drafts of the corporation signed by persons authorized by the President or Vice President and the Treasurer or Assistant Treasurer of this corporation, as hereinabove provided, whether such checks and drafts are payable to the order of such person or persons signing them; and checks, drafts, bills of exchange and other evidences of indebtedness may be endorsed for deposit to the account of this corporation by any of the foregoing or by any other employee or agent of the corporation and may be endorsed in writing or by stamps and with or without the designation of the person endorsing.

Section 5. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

ARTICLE VIII

Amendments

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders, or by the Board of Directors when such power is conferred upon the Board of Directors by law or by the certificate of incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting.

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

Citigroup Center
153 East 53rd Street
New York, New York 10022-4611

(212) 446-4800
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October 4, 2007

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, TN 37067

Re: CHS/Community Health Systems, Inc.

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as special counsel for and at the request of CHS/Community Health Systems, Inc. (the "Issuer"), a Delaware corporation and the Guarantors named within the Registration Statement (as hereinafter defined) (together, the "Guarantors," and together with the Issuer, the "Registrants"), in connection with the proposed registration by the Issuer of up to \$3,021,331,000 in aggregate principal amount of the Issuer's 8⁷/₈% Senior Notes due 2015, (the "Exchange Notes"), pursuant to a Registration Statement on Form S-4 to be filed with the Securities and Exchange Commission (the "Commission") on or about September 25, 2007, under the Securities Act of 1933, as amended (the "Act") (such Registration Statement, as amended or supplemented, is hereinafter referred to as the "Registration Statement"). The obligations of the Issuer under the Exchange Notes will be guaranteed by the Guarantors (the "Guarantees"). The Exchange Notes and the Guarantees are to be issued pursuant to the Indenture (as supplemented, the "Indenture"), dated as of July 25, 2007, by and among the Issuer, the Guarantors, and U.S. Bank National Association, as Trustee. The Exchange Notes and the Guarantees are to be issued in exchange for and in replacement of the Issuer's outstanding 8⁷/₈% Senior Notes due 2015 (the "Old Notes") and the related guarantees from the Guarantors, of which we understand \$3,021,331,000 in aggregate principal amount is outstanding.

In connection with issuing this opinion letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the Certificate of Incorporation and By-Laws of the Registrants, or the Certificate of Formation and Limited Liability Company Agreements of the Registrants, as applicable, as those may have been amended and/or restated from time to time, (ii) minutes and records of the Registrants with respect to the issuance of the Exchange Notes and the Guarantees, (iii) the Indenture, (iv) the

Chicago Hong Kong London Los Angeles Munich San Francisco Washington, D.C.

October 4, 2007

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Registration Statement and (v) the Registration Rights Agreement (the "Registration Rights Agreement"), dated as of July 25, 2007, among the Issuer, the Guarantors and the Initial Purchasers.

For purposes of this opinion letter we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Registrants and the due authorization, execution and delivery of all documents by the parties thereto other than the Registrants.

As to any facts material to the opinions expressed herein which we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Registrants and others.

Our opinions expressed below are subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (iii) public policy considerations which may limit the rights of parties to obtain certain remedies. Our advice on every legal issue addressed in this letter is based exclusively on the internal laws except the laws of the State of New York and the General Corporation Law of the State of Delaware.

Based upon and subject to the foregoing assumptions, qualifications, exclusions and limitations and the further limitations set forth below, we are of the opinion that when (i) the Registration Statement becomes effective, (ii) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes (in the forms examined by us) have been duly executed and authenticated in accordance with the provisions of the Indenture and duly delivered to the purchasers thereof in exchange for the Old Notes pursuant to the Registration Rights Agreement, the Exchange Notes and the Guarantees will be validly issued by the Issuer and each of the Guarantors, respectively, and will be binding obligations of each of the Registrants.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. We assume no obligation to revise or

October 4, 2007

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supplement this opinion should the present laws of the States of New York or Delaware or the federal law of the United States be changed by legislative action, judicial decision or otherwise.

This opinion is furnished to you in connection with the filing of the Registration Statement and is not to be used, circulated, quoted or otherwise relied upon for any other purpose.

Sincerely,

/s/ Kirkland & Ellis LLP

Kirkland & Ellis LLP

**STATEMENT RE: COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
(DOLLARS IN THOUSANDS)**

	<u>Year Ended December 31,</u>					<u>Six Months Ended June 30,</u>		<u>Pro Forma Six Months Ended June 30,</u>	<u>Pro Forma Year Ended December 31,</u>
	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2006</u>	<u>2007</u>	<u>2007</u>	<u>2006</u>
Earnings									
Income from continuing operations before provision for income taxes and extraordinary item	\$ 171,488	\$ 225,616	\$ 266,428	\$ 310,920	\$ 278,161	\$ 178,788	\$ 175,752	\$ 63,358	\$117,682
Interest and amortization of deferred finance costs	59,960	68,192	75,256	94,613	102,299	45,657	61,559	363,042	710,601
Amortization of capitalized interest	287	370	433	494	567	233	314	362	642
Implicit rental interest expense	12,539	16,270	19,247	21,803	24,276	11,657	13,560	29,222	53,480
Total Earnings	\$ 244,274	\$ 310,448	\$ 361,364	\$ 427,830	\$ 405,303	\$ 236,335	\$ 251,185	\$455,984	\$882,405
Fixed Charges									
Interest and amortization of deferred finance costs	\$ 59,960	\$ 68,192	\$ 75,256	\$ 94,613	\$ 102,299	\$ 45,657	\$ 61,559	\$363,042	\$710,601
Capitalized interest	3,500	2,300	2,131	2,144	2,955	1,306	2,092	8,860	8,190
Implicit rental interest expense	12,539	16,270	19,247	21,803	24,276	11,657	13,560	29,222	53,480
Total fixed charges	\$ 75,999	\$ 86,762	\$ 96,634	\$ 118,560	\$ 129,530	\$ 58,620	\$ 77,211	\$401,124	\$772,271
Ratio of earnings to fixed charges	<u>3.21x</u>	<u>3.58x</u>	<u>3.74x</u>	<u>3.61x</u>	<u>3.13x</u>	<u>4.03x</u>	<u>3.25x</u>	<u>1.14x</u>	<u>1.14x</u>

LIST OF SUBSIDIARIES OF COMMUNITY HEALTH SYSTEMS, INC.
AS OF October 2, 2007

EACH SUBSIDIARY IS WHOLLY OWNED BY COMMUNITY HEALTH SYSTEMS, INC. UNLESS OTHERWISE INDICATED.

Community Health Systems, Inc. (DE)

CHS/Community Health Systems, Inc. (DE)

Triad Healthcare Corporation (DE)

Community Health Systems Professional Services Corporation (DE)

Community Insurance Group, LTD. (Cayman Islands)

Community Health Systems Foundation (TN non-profit)

HealthTrust Purchasing Group, L.P. (DE) ¹⁷

CHS Realty Holdings I, Inc. (TN)

CHS Realty Holdings II, Inc. (TN)

CHS Realty Holdings Joint Venture (TN) — 50% (CHS Realty Holdings I, Inc. — 50%)

Pennsylvania Hospital Company, LLC (DE)

Pottstown Hospital Company, LLC (DE) — 99% (Hallmark Healthcare Corporation — 1%) d/b/a Pottstown Memorial Medical Center; Pottstown Memorial Medical Center Transitional Care Unit; Pottstown Memorial Medical Center Renal Care Unit; Pottstown Memorial Medical Center Home Care; Tri-County Laboratory; Schuylkill Valley Health System; Pottstown Obstetrical Associates; Pottstown Oncology Associates

Pottstown Memorial Malpractice Assistance Fund, Inc. (PA non-profit)

Pennsylvania Medical Professionals, P.C. (PA — Pottstown physician-owned captive PC)

d/b/a: Brandywine Hospitalist Group; Medical Specialists of Northampton; Pottstown Hospitalist Associates; Chestnut Hill Community Medical Associates; Chestnut Hill Hospital Care Associates

Coventry Clinic Company, LLC (DE)

d/b/a: Pottstown Pathology Associates, Pottstown Psychiatric Associates, Pottstown Emergency Medicine Associates;

Pottstown Clinic Company, LLC (DE) — 99% (Hallmark Healthcare Corporation — 1%) d/b/a: Coventry Family Care; Coventry Pediatrics; Berks Family Care; Coventry Family Care at the Court at Limerick; Coventry Hospitalists; Coventry Medical Group

Pottstown Imaging Company, LLC (DE) — 99% (Hallmark Healthcare Corporation — 1%) d/b/a Pottstown Imaging Center

Phoenixville Hospital Company, LLC (DE) — 99% (Hallmark Healthcare Corporation — 1%)

d/b/a Phoenixville Hospital; Phoenixville Hospital Therapy & Fitness; Limerick Medical Center; Cardiothoracic Surgical Specialists

Phoenixville Hospital Malpractice Assistance Fund, Inc. (PA non-profit)

Phoenixville Clinic Company, LLC (DE)

d/b/a: Phoenixville Surgical Associates; Phoenix Family and Sports Medicine; Hematology/Oncology Associates of Phoenixville

Women's Healthcare Associates of Phoenixville, LLC (DE)

Schuylkill Internal Medicine Associates, LLC (DE)

d/b/a: Collegeville Primary Care; Jeffersonville Primary Care

CHHS Holdings, LLC (DE) — 99% (Hallmark Healthcare Corporation — 1%)

Chestnut Hill Health System, LLC (DE)¹⁴

CHHS Hospital Company, LLC (DE)
d/b/a Chestnut Hill Hospital; Chestnut Hill Family Practice

CHHS Development Company, LLC (DE)

CHHS Rehab Company, LLC (DE)
d/b/a Chestnut Hill Rehabilitation Hospital

CHHS ALF Company, LLC (DE)
d/b/a Springfield Residence; Evergreen Adult Day Program

Chestnut Hill Clinic Company, LLC (DE)
d/b/a: Chestnut Hill OB/GYN Associates; Penn Surgery at Chestnut Hill Hospital; Chestnut Hill Family Care Associates; Chestnut Hill Gynecology Oncology Associates; Chestnut Hill Maternal Fetal Medicine; Chestnut Hill Endocrinology, Diabetes and Metabolic Associates; Chestnut Hill Internal Medicine Associates; Springfield Medical Associates; Family Practice of Upper Dublin

Virginia Hospital Company, LLC (VA)

Petersburg Hospital Company, LLC (VA) — 99% (CHIC — 1%)
d/b/a Southside Regional Medical Center; Southside Regional Medical Center — Renal Services; Southside Regional Medical Center Home Health; Southside Rehabilitation Services (*Petersburg & Colonial Heights*); Southside Behavioral Health Services; Southside Industrial Medicine; Southside Regional Medical Center School of Nursing; Southside Regional Medical Center School of Radiation Sciences; Southside Regional Medical Center Professional Schools

Colonial Heights Imaging, LLC (VA)

Petersburg Clinic Company, LLC (VA) — 99% (CHIC — 1%)
d/b/a Southside Hospitalist Group; Southside Thoracic Surgery; Southside GI Specialists; Health Care Plus (*Colonial Heights & Chesterfield*); Southside General Surgery; Interventional Pain Specialists; Community Cardiology and Internal Medicine; Rivers Bend Family Practice

Community Health Investment Corporation (DE)

Marion Hospital Corporation (IL)
d/b/a: Heartland Regional Medical Center; Heartland Regional Medical Center Home Health Agency

Heartland Regional Health System, LLC (IL)

Heartland Malpractice Assistance Fund, Inc. (IL non-profit)

Webb Hospital Corporation (DE)

Webb Hospital Holdings, LLC (DE)

Laredo Texas Hospital Company, L.P. (TX)¹⁹

d/b/a: Laredo Medical Center; LMC Ambulatory Care Center — North; LMC Outpatient Diagnostic Center; LMC Lamar Bruni Vergara Rehabilitation Center; LMC Child Care Center; LMC Outpatient Diagnostic Center — South; Zapata Minor Care Center; Zapata EMS; Zapata Medical Center

Laredo Texas Home Care Services Company, L.P. (TX) — 99% LP (Webb Hospital Corporation — 1% GP)

d/b/a: Laredo Medical Center Home Health; Laredo Medical Center Hospice; Laredo Home Medical Equipment; Laredo Home Infusion

CHS Holdings Corp. (NY)

Professional Account Services Inc. (TN)

d/b/a: Community Account Services, Inc. (only in the states of TX, AR, NM, CA & IN)

Physician Practice Support, Inc. (TN)

d/b/a: Texas Clinic Practice Support, Inc. (in TX); PPSI Alabama, Inc. (in AL)

Hartselle Physicians, Inc. (AL)

d/b/a: Family Health of Hartselle

Troy Hospital Corporation (AL)

Edge Medical Clinic, Inc. (AL)

Greenville Hospital Corporation (AL)

d/b/a: L.V. Stabler Memorial Hospital

Central Alabama Physician Services, Inc. (AL)

Community Health Network, Inc. (AL)

Eufaula Clinic Corp. (AL)

Eufaula Hospital Corporation (AL)

Foley Hospital Corporation (AL)

d/b/a: South Baldwin Regional Medical Center; South Baldwin Regional Medical Center Home Health Agency

Foley Clinic Corp. (AL)

d/b/a: Orange Beach Family Practice

Foley Home Health Corporation (AL)

Greenville Clinic Corp. (AL)

Fort Payne Hospital Corporation (AL)

d/b/a: DeKalb Regional Medical Center

Fort Payne Clinic Corp. (AL)

d/b/a DeKalb Internal Medicine Fort Payne Home Care Corporation (AL)

d/b/a: DeKalb Regional Home Health

Fort Payne RHC Corp. (AL)

d/b/a: DeKalb Clinic

Centre Hospital Corporation (AL)
d/b/a: Cherokee Medical Center

Centre Clinic Corp. (AL)

Centre Home Care Corporation (AL)
d/b/a: Cherokee Home Health; Cherokee Hospice

Centre RHC Corp. (AL)
d/b/a: Cherokee Clinic

Phillips Hospital Corporation (AR)
d/b/a Helena Regional Medical Center, Helena Regional Medical Center Home Health Agency; Marvell Medical Clinic; Regional Home Care, Helena;
Regional Home Care, Forrest City

Phillips Clinic Corp. (AR)
d/b/a Helena Medical Clinic

Harris Medical Clinics, Inc. (AR)
d/b/a: Harris Internal Medicine Clinic; Harris Pediatric Clinic

Forrest City Hospital Corporation (AR)

Forrest City Arkansas Hospital Company, LLC (AR)
d/b/a: Forrest City Medical Center; Forrest City Emergency Medicine Associates

Ambulance Services of Forrest City, LLC (AR)
d/b/a: St. Francis County EMS

Forrest City Clinic Company, LLC (AR)
d/b/a: Three Rivers Internal Medicine; East Arkansas Center for Women's Health

Bullhead City Hospital Investment Corporation (DE)¹⁵

Bullhead City Hospital Corporation (AZ)
d/b/a: Western Arizona Regional Medical Center; Western Arizona Regional Medical Center Home Health Agency; Western Arizona Regional Medical
Center Hospice; W.A.R.M.C. Imaging Center

Bullhead City Clinic Corp. (AZ)
d/b/a: Empire Urology Associates; Colorado River Women's Center; Mohave Surgical Associates of Arizona; Mohave Valley Specialty Center;
Continental Divide Surgical Services

Bullhead City Imaging Corporation (AZ)

Silver Creek MRI, LLC (AZ)¹
d/b/a: Silver Creek Open MRI

Western Arizona Regional Home Health and Hospice, Inc. (AZ)

d/b/a: Mohave Home Health; Mohave Hospice

Payson Hospital Corporation (AZ)

d/b/a: Payson Regional Medical Center; Payson Regional Home Health Agency; Payson Regional Medical Center Outpatient Treatment Center

Payson Healthcare Management, Inc. (AZ)

d/b/a: Payson Regional Bone & Joint; Payson Pediatrics

Hospital of Barstow, Inc. (DE)

d/b/a: Barstow Community Hospital

Barstow Healthcare Management, Inc. (CA)

Watsonville Hospital Corporation (DE)

d/b/a: Watsonville Community Hospital; Prime Health at Home; The Monterey Bay Wound Treatment Center

Fallbrook Hospital Corporation (DE)

d/b/a: Fallbrook Hospital; Fallbrook Hospital Home Health; Fallbrook Hospital Skilled Nursing Facility; Fallbrook Hospital Hospice

North Okaloosa Medical Corp. (FL) ²

North Okaloosa Surgery Venture Corp. (FL)

Crestview Surgery Center, L.P.(TN)

d/b/a Crestview Surgery Center (in Florida)

Crestview Hospital Corporation (FL)

d/b/a: North Okaloosa Medical Center; North Okaloosa Medical Center Home Health; Gateway Medical Clinic; Hospitalist Services of Okaloosa County; Baker Clinic; Baker Medical Clinic; Gateway Medical Clinic — Baker; Bluewater Bay Medical Center; North Okaloosa Medical Center — Transitional Care Unit

Crestview Professional Condominiums Association, Inc. (FL non-profit)¹⁶

Gateway Medical Services, Inc. (FL)

North Okaloosa Clinic Corp. (FL)

d/b/a: Bluewater-Gateway Family Practice; Advanced Family Medicine Clinic

North Okaloosa Home Health Corp. (FL)

d/b/a: Okaloosa Regional Home Health Services

Lake Wales Clinic Corp. (FL)

d/b/a: Surgical Consultants of Central Florida; Cypresswood Family Clinic; Specialty Orthopedics of Central Florida; Polk Cardiology Associates; Neurodiagnostic & Sleep Center of Polk County

Lake Wales Hospital Investment Corporation (FL) ²⁰

Lake Wales Hospital Corporation (FL)

d/b/a: Lake Wales Medical Centers

Fannin Regional Hospital, Inc. (GA)

d/b/a: Fannin Regional Hospital; Fannin Regional M.O.B; Medical Specialties of Ellijay

Fannin Regional Orthopaedic Center, Inc. (GA)

Hidden Valley Medical Center, Inc. (GA)

d/b/a: Hidden Valley Medical Clinic—Blue Ridge; Hidden Valley Medical Clinic — Ellijay; Tri-County Women’s Health; Blue Ridge Primary Care

Granite City Hospital Corporation (IL)

Granite City Illinois Hospital Company, LLC (IL)

d/b/a: Gateway Regional Medical Center; Gateway Regional Medical Center Hospice; Gateway Regional Medical Center Occupational Health; Gateway Regional Medical Center Outpatient Pharmacy; Gateway Pharmacy; Gateway Regional Medical Center Home Health Agency;

Edwardsville Ambulatory Surgery Center, L.L.C. (IL)³

Gateway Malpractice Assistance Fund, Inc. (IL non-profit)

Granite City Orthopedic Physicians Company, LLC (IL)

d/b/a: Illinois SW Orthopedics

Granite City Clinic Corp. (IL)

d/b/a: Gateway Vascular and Surgical Associates; Gateway Urological Associates; Women’s Wellcare of Southwestern Illinois; Gateway Internal Medicine; Family Medicine Associates of Illinois; Gateway Surgical and Vein Care; Premiere Internal Medicine; The Center for Joint Therapy

Granite City Physicians Corp. (IL)

d/b/a Heartland Healthcare

Anna Hospital Corporation (IL)

d/b/a: Union County Hospital; Union County Hospital Long Term Care; Hospital Home Health

Anna Clinic Corp. (IL) d/b/a: Union County Family Medicine; Union County Surgical Services

Red Bud Hospital Corporation (IL)

Red Bud Illinois Hospital Company, LLC (IL)

d/b/a: Red Bud Regional Hospital, Red Bud Nursing Home; Red Bud Regional Hospital Home Care Services

Red Bud Clinic Corp. (IL)

d/b/a: Red Bud Surgical Specialists; Red Bud Regional Family Health; Red Bud Regional Internal Medicine & Pediatrics; Red Bud Anesthesia Group;

Red Bud Internal Medicine and Geriatrics

Memorial Management, Inc. (IL)

d/b/a: Heartland Community Health Center; Heartland Cardiovascular Surgeons; Internal Medicine of Southern Illinois; Heartland Cardiology Specialists;

Delaney Clinic; Heartland Urology

Southern Illinois Medical Care Associates, LLC (IL)

River to River Heart Group, LLC (IL)

Heartland Rural Healthcare, LLC (IL)

Galesburg Hospital Corporation (IL)

d/b/a: Galesburg Cottage Hospital; Galesburg Cottage Hospital Skilled Nursing Unit; Galesburg Emergency Physicians Associates; Galesburg Nurse Anesthetists Associates

In-Home Medical Equipment Supplies and Services, Inc. (IL)

Cottage Home Options, L.L.C. (IL)⁹

Cottage Rehabilitation and Sports Medicine, L.L.C. (IL)¹⁰

In-Home Assistance, L.L.C. (IL)²¹

Western Illinois Kidney Center, L.L.C. (IL)¹¹

Knox Clinic Corp. (IL)

d/b/a: Galesburg Internal Medicine; Pediatric Associates of Galesburg; Knoxville Clinic; Galesburg Children's Clinic; Galesburg Medical Arts Clinic; Galesburg Family Practice Clinic; Cottage Ear, Nose and Throat

Galesburg Home Care Corporation (IL)

d/b/a: Midwest Regional Home Care; Option Care Midwest

Galesburg In-Home Assistance, Inc. (IL)

Waukegan Hospital Corporation (IL)

Waukegan Illinois Hospital Company, LLC (IL)

d/b/a: Vista Medical Center East; Vista Medical Center West; Vista Surgery Center; Vista Treatment Center; Vista MRI Institute; Vista Imaging Center; Vista Physical Medicine & Rehab; Vista Work Power Center; Vista Health System

Waukegan Clinic Corp. (IL)

Waukegan Hospice Corp. (IL)

d/b/a: Star Hospice of Vista Health

Lindenhurst Illinois Hospital Company, LLC (IL)

d/b/a: Vista Medical Center Lindenhurst

NWI Hospital Holdings, LLC (DE)

Porter Health Services, LLC (DE)

d/b/a: Porter Health Services, LLC of Delaware; Porter Emergency Medical Services

Porter Physician Services, LLC (DE)

d/b/a: Westchester Medical Group; Portage Medical Group; Porter Orthopedic Surgeons; Porter Occupational Medicine

Northwest Indiana Health System, LLC (DE)

Porter Hospital, LLC (DE)

d/b/a: Porter, DeMotte Medical Center; Porter, Valparaiso Hospital; Porter, Portage Hospital; Porter, Valparaiso Outpatient Center; Porter, Chesterton Medical Center; Porter, Valparaiso Therapy Services; Porter, Hebron Medical Center; Porter, Glendale Medical Center; Porter, Northwest Indiana PET/CT Center; Porter, Portage Outpatient Center

Hospital of Fulton, Inc. (KY)

d/b/a: Parkway Regional Hospital, Clinton-Hickman County Medical Center; Hillview Medical Clinic; Parkway Regional Home Health Agency; Hickman-Fulton County Medical Clinic; Regional Home Care, Parkway; Parkway Regional Therapy & Wellness Center

Parkway Regional Medical Clinic, Inc. (KY)

d/b/a: Women's Wellness Center; Doctors Clinic of Family Medicine; South Fulton Family Clinic

Hospital of Louisa, Inc. (KY)

d/b/a: Three Rivers Medical Center; Three Rivers Home Care

Three Rivers Medical Clinics, Inc. (KY)

d/b/a: Big Sandy Family Care

Jackson Hospital Corporation (KY)

d/b/a: Middle Kentucky River Medical Center; Kentucky River Medical Center

Jackson Physician Corp. (KY)

d/b/a: Wolfe County Clinic; Beatyville Medical Clinic; Community Medical Clinic; Jackson Pediatrics Clinic; Jackson Women's Care Clinic; Jackson Urology; Jackson Foot and Ankle Clinic

Kentucky River Physician Corporation (KY)

d/b/a: Jackson Medical Clinic; Booneville Medical Clinic

Community GP Corp. (DE)

River West Home Care, LLC (DE)

Community LP Corp. (DE)

Chesterfield/Marlboro, L.P. (DE) — 99.5% LP (Community GP Corp. — .5% GP)

d/b/a: Marlboro Park Hospital; Chesterfield General Hospital

Cleveland Regional Medical Center, L.P. (DE) — 99.5% LP (Community GP Corp. — .5% GP)

d/b/a: Cleveland Regional Medical Center; Cleveland Regional Medical Center Home Health Agency

Timberland Medical Group (TX CNHO)

d/b/a: Big Bend Women's Health Center; Ear Nose & Throat Associates of Texas; Big Bend Surgical Associates; Aledo Primary Care Clinic

Northeast Medical Center, L.P. (DE) — 99.5% LP (Community GP Corp. — .5% GP)

Ruston Hospital Corporation (DE)

Ruston Louisiana Hospital Company, LLC (DE)

d/b/a: Northern Louisiana Medical Center Ruston Clinic Company, LLC (DE)

d/b/a: OB/GYN Associates of Ruston; Lincoln Surgical Associates; La Femme Obstetrics and Gynecology

Olive Branch Hospital, Inc. (MS)

Olive Branch Clinic Corp. (MS)

Community Health Care Partners, Inc. (MS)

d/b/a: Community Choice Network (in Tennessee)

Washington Hospital Corporation (MS)

King's Daughters Malpractice Assistance Fund, Inc. (MS non-profit)

Washington Clinic Corp. (MS)

Washington Physician Corp. (MS)

Kirksville Hospital Corporation (MO)

Kirksville Missouri Hospital Company, LLC (MO)⁴

d/b/a Northeast Regional Medical Center; Northeast Home Health Services; Northeast Regional Health and Fitness Center; Northeast Regional Health System; Family Health Center of Edina; A.T. Still Rehabilitation Center

New Concepts Open MRI, LLC (MO)⁵

Kirksville Academic Medicine, LLC (MO)

d/b/a: Academic Medicine

Kirksville Clinic Corp. (MO)

d/b/a: Northeast Regional Specialty Group; Women's Health Center

Moberly Hospital, Inc. (MO)

d/b/a: Moberly Regional Medical Center; Downtown Athletic Club; Moberly Regional ER Associates; Moberly OB/Gyn

Moberly Medical Clinics, Inc. (MO)

d/b/a: Tri-County Medical Clinic; Shelbina Medical Clinic; Regional Medical Clinic; MRMC Clinic

Moberly Physicians Corp. (MO)

Farmington Hospital Corporation (MO)

Farmington Missouri Hospital Company, LLC (MO)

d/b/a: Mineral Area Regional Medical Center; Mineral Area Regional Medical Center Home Health Services; Mineral Area Anesthesia Associates; Mineral Area ER Associates; Mineral Area Oncology Associates; Children's Haven; Pilot Knob Rural Health Clinic

Farmington Clinic Company, LLC (MO)

d/b/a: Mineral Area Physicians; Park Hills Primary Care; Fredericktown Primary Care; Farmington Primary Care; Bonne Terre Primary Care; Maple Valley Primary Care; Mineral Area Primary Care; Mineral Area Health Care; Mineral Area Orthopedics; Women's Health and Wellness Center

Mineral Area Pharmacy and Durable Medical Equipment, LLC (MO)

Salem Hospital Corporation (NJ)

d/b/a: Memorial Hospital of Salem County; South Jersey Physical Therapy and Back Rehabilitation Center; Beckett Diagnostic Center; Memorial Home Health; Hospice of Salem County; The Memorial Hospital of Salem County; South Jersey Physical Therapy of the Memorial Hospital of Salem County

The Surgery Center of Salem County, L.L.C. (NJ) ⁶

Memorial Hospital of Salem Malpractice Assistance Fund, Inc.

(NJ non-profit) Salem Medical Professionals, P.C. (NJ — Salem physician-owned captive PC)

d/b/a: Children's Healthcare Center; South Jersey Family Care Center; Salem County Surgical Associates

Salem Clinic Corp. (NJ)

d/b/a: Children's Healthcare Center; South Jersey Family Care Center; Salem County Surgical Associates

Deming Hospital Corporation (NM)

d/b/a: Mimbres Memorial Hospital and Nursing Home; Deming Rural Health Clinic; Mimbres Home Health and Hospice

Deming Clinic Corporation (NM)

Roswell Hospital Corporation (NM)

d/b/a: Eastern New Mexico Medical Center; Eastern New Mexico Transitional Care Unit; Sunrise Mental Health Services; Eastern New Mexico Family Practice Residency Program; Eastern New Mexico Family Practice Residency Center; Valley Health Clinic of Eastern New Mexico Medical Center

Roswell Clinic Corp. (NM)

d/b/a: Ruidoso Family Care Center

Roswell Community Hospital Investment Corporation (DE)

San Miguel Hospital Corporation (NM)

d/b/a: Alta Vista Regional Hospital

San Miguel Clinic Corp. (NM)

d/b/a: Alta Vista Surgical Specialists; Alta Vista Hospitalist Group; Alta Vista Urological Specialists; Rio Vista OB/Gyn

Williamston Clinic Corp. (NC)

d/b/a: Northeastern Primary Care Group; University Family Medicine Center; Roanoke Women's Healthcare; Coastal Pulmonary Clinic of Williamston; Roanoke Orthopedics

Williamston Hospital Corporation (NC)

d/b/a: Martin General Hospital; Northern Primary Care Group; University Family Medicine Center; Roanoke Women's Healthcare; Martin General Health System

Plymouth Hospital Corporation (NC)

HEH Corporation (OH)

d/b/a: HEH Nashville Corporation; CH Aviation

Kay County Hospital Corporation (OK)

Kay County Oklahoma Hospital Company, LLC (OK)

d/b/a: Ponca City Medical Center

Kay County Clinic Company, LLC (OK)

d/b/a: Ponca City Anesthesia Associates; Ponca City Diagnostic Associates; Ponca City Behavioral Medicine Associates

Ponca City Home Care Services, Inc. (OK)

d/b/a: At Home Medical of Ponca City

CHS Berwick Hospital Corporation (PA)

d/b/a: Berwick Hospital Center; Berwick Recovery System; Berwick Hospital Center Home Health Care; Berwick Retirement Village Nursing Home; Berwick Home Health Hospice Care; Berwick Family Medicine and Obstetrics; Berwick Hospital CRNA Group

Berwick Medical Professionals, P.C. (PA — Pottstown physician-owned captive PC)

Berwick Clinic Company, LLC (DE)

d/b/a: Internal Medicine and Family Practice Associates; Neurology Specialties; Five Mountain Family Practice; Valley Endocrinology; Berwick Pediatrics; Berwick Medical Professionals; Susquehanna Valley Women's Health; Huntington Mills Family Practice; Comprehensive Vascular Surgery; Mifflinville Family Practice

Berwick Clinic Corp. (PA)

Berwick Home Health Private Care, Inc. (PA)

Clinton Hospital Corporation (PA)

d/b/a: Lock Haven Hospital — Extended Care Unit; Lock Haven Hospital; Haven Wound Care Clinic, an Affiliate of Lock Haven Hospital; Haven; Haven Diagnostic Sleep Lab; Haven Occupational Health

Lock Haven Medical Professionals, P.C. (PA — Pottstown physician-owned captive PC)

d/b/a: Community Medical Care Associates

Lock Haven Clinic Company, LLC (DE)

d/b/a: Haven Orthopedic and Sports Medicine; Haven Surgical Associates; Haven Hospitalists Professionals; Haven Healthcare for Women; Haven Urological Professionals; Haven Primary Care

Haven Clinton Medical Associates, LLC (DE)

Coatesville Hospital Corporation (PA)

d/b/a: Brandywine Hospital; Brandywine Health System, Brandywine School of Nursing; Brandywine Hospitals; Women's Health-New Garden; Brandywine Hospital Home Health; Brandywine Hospital Hospice; Brandywine Hospital Cardiothoracic Surgery

BH Trans Corporation (PA)

d/b/a Medic 93; Sky Flightcare

Brandywine Hospital Malpractice Assistance Fund, Inc. (PA non-profit)

Arusha LLC (PA)¹³

d/b/a: The Surgery Center of Chester County

Diagnostic Imaging Management of Brandywine Valley, LLC (PA)

Diagnostic Imaging of Brandywine Valley, LP (PA)

Coatesville Clinic Company, LLC (DE)

d/b/a: Surgical Associates of Chester County; Brandywine OB/Gyn Associates; Brandywine Valley Orthopedics; Oaklands Family Medicine; Brandywine Valley Internal Medicine; Brandywine Valley Family Medicine; Brandywine Valley Radiology

Northampton Hospital Corporation (PA)

d/b/a: Easton Hospital; Easton Hospital Home Health Services; Outlook House; Nazareth Area Family Medicine Associates; Easton Hospital Hospice; The Imaging Center at Easton; Northampton Internal Medicine Associates

Easton Hospital Malpractice Assistance Fund, Inc. (PA non-profit)

Northampton Clinic Company, LLC (DE)

d/b/a: Easton Area Obstetrics & Gynecology Associates; Easton Area Family Medicine Associates; Bethlehem Area Pediatric Associates; George M. Joseph, MD & Associates; Brighton Obstetrics & Gynecology; Cardiothoracic Surgeons of Easton; Monroe County Women's Health Center; Easton Community Care Center 4th Street; Easton Community Care Center 22nd Street; Sullivan Trail Family Care; Easton Pulmonary Medicine Associates; Easton Dermatology and Aesthetics Center

Northampton Physician Services Corp. (PA)

West Grove Hospital Corporation (PA)

d/b/a: Jennersville Regional Hospital; Jennersville Regional Home Health Services; Jennersville Regional Hospital Hospice Program; HealthTech; Jennersville Pediatrics; Jennersville OB Associates; Home Health of Brandywine; Hospice of Brandywine

Southern Chester County Medical Building I (32.957%)

Southern Chester County Medical Building II (41.1766%)

Jennersville Regional Hospital Malpractice Assistance Fund, Inc. (PA non-profit)

West Grove Clinic Company, LLC (DE)

d/b/a: Jennersville Surgical Associates; Jennersville Orthopaedics & Sports Medicine; Jennersville Hospitalist Associates; Jennersville Gastroenterology Associates

Pottstown Hospital Corporation (PA)

Sunbury Hospital Corporation (PA)

d/b/a: Sunbury Community Hospital; Sunbury Community Hospital Skilled Nursing Facility; Sunbury Community Hospital Behavioral Health

Sunbury Clinic Company, LLC (DE)

d/b/a: Community Care Family Practice of Sunbury; Community Care Family Practice of Selinsgrove; Community Care Internal Medicine of Sunbury; Community Care Internal Medicine of Shamokin Dam; Community Care Pulmonary Medicine of Sunbury, Sunbury Anesthesia Group

Lancaster Hospital Corporation (DE)

d/b/a: Springs Memorial Hospital; Lancaster Recovery Center; Rock Hill Rehabilitation; Lancaster Rehabilitation; Springs Business Health Services; Hospice of Lancaster; Springs Wound Treatment Center; Kershaw Family Medicine Center; Home Care of Lancaster

Carolina Surgery Center, LLC (SC)²²

Lancaster Imaging Center, LLC (SC)⁷

Lancaster Clinic Corp. (SC)

d/b/a: Lancaster Pediatrics; Springs Healthcare; Lancaster Urgent Care Clinic

Chesterfield Clinic Corp. (SC)

d/b/a: Palmetto Pediatrics; Cheraw Medical Associates, and Reynolds Family Medicine; Chesterfield Family Medicine; Women's Health Specialists; Palmetto Orthopedics Practice

Marlboro Clinic Corp. (SC)

d/b/a: Pee Dee Clinics and Cardiology Associates; Marlboro Pediatrics and Allergy; Carolinas Surgical Associates; Women's Healthcare Specialists; Palmetto Orthopedics Practice

Polk Medical Services, Inc. (TN)

East Tennessee Health Systems, Inc. (TN)

Sparta Hospital Corporation (TN)

d/b/a: White County Community Hospital

White County Physician Services, Inc. (TN)

d/b/a: Doyle Medical Clinic; White County Medical Associates; White County Women's Healthcare; White County Pediatrics and Internal Medicine; American Ear, Nose & Throat; Center for Digestive Healthcare; Center for Urologic Care; Pulmonology Associates of White County

Lakeway Hospital Corporation (TN)

Hospital of Morristown, Inc. (TN)

d/b/a: Lakeway Regional Hospital; Morristown Professional Building; Lakeway Regional Women's Imaging Center Morristown Surgery Center, LLC (TN)

Morristown Clinic Corp. (TN)

d/b/a: Grainger County Family Medicine

East Tennessee Clinic Corp. (TN)

Morristown Professional Centers, Inc. (TN)

Senior Circle Association (TN non-profit)

Jackson Hospital Corporation (TN)

Jackson, Tennessee Hospital Company, LLC (TN)

d/b/a: Regional Hospital of Jackson; Cardiovascular Surgery Center of West Tennessee

McKenzie Hospital Corporation (TN)

d/b/a: McKenzie Regional Hospital; Ambulance Service of McKenzie

Lexington Hospital Corporation (TN)

d/b/a: Henderson County Community Hospital; Ambulance Service of Lexington; Henderson County ER Group

Brownsville Hospital Corporation (TN)

d/b/a: Haywood Park Community Hospital

Dyersburg Hospital Corporation (TN)

d/b/a: Dyersburg Regional Medical Center; Regional Home Care, Dyersburg; Regional Home Care, Jackson; Regional Home Care, Lexington; Regional Home Care, Martin; Regional Home Care, McKenzie; Regional Home Care, Selmer; Regional Home Care, Brownsville; Ambulance Service of Dyersburg; Dyersburg Emergency Physicians

Martin Hospital Corporation (TN)

d/b/a: Volunteer Community Hospital

McNairy Hospital Corporation (TN)

d/b/a: McNairy Regional Hospital; Ambulance Service of McNairy

Madison Clinic Corp. (TN)

d/b/a: Jackson Pediatric Center; Jackson Regional Surgery Center; Midsouth Surgical and Bariatrics; Regional Hospital Occ-Med Clinic; Regional Family Medicine; Eastside Primary Care; Medical Clinic of Henderson; Lexington Obstetrics and Gynecology; Regional Obstetrics and Gynecology; North Jackson Internal Medicine; Madison Surgical Clinic

McKenzie Clinic Corp. (TN)

d/b/a: Family Medicine Clinic; West Carroll Medical Clinic

Lexington Clinic Corp. (TN)

d/b/a: Lexington Family Care Clinic; Lexington Internal Medicine; Lexington Internal Medicine Partners

Brownsville Clinic Corp. (TN)

d/b/a: Brownsville Women's Center; Brownsville Surgery Clinic

Dyersburg Clinic Corp. (TN)

d/b/a Dyersburg Internal Medicine Clinic; Dyersburg Surgical Associates; Dyersburg Regional Women's Center; Ridgely Medical Clinic; Dyersburg Diabetes Clinic; Dyersburg Urology Clinic; Lauderdale Medical Clinic

Martin Clinic Corp. (TN)

d/b/a: Rural Health Associates of NW TN; Martin Pediatric Clinic; Martin Specialty Clinics; Union City Women's Specialty Clinic; Sharon Family Practice; Volunteer Physicians Center

Riverside MSO, LLC (TN)⁸

McNairy Clinic Corp. (TN)

Ambulance Services of McNairy, Inc. (TN)

d/b/a: McNairy Regional EMS

Ambulance Services of McKenzie, Inc. (TN)

d/b/a: McKenzie Regional EMS

Ambulance Services of Lexington, Inc. (TN)
d/b/a: Henderson County EMS

Ambulance Services of Dyersburg, Inc. (TN)
d/b/a: Dyersburg Regional EMS

Shelbyville Hospital Corporation (TN)
d/b/a: Bedford County Medical Center; Bedford County Medical Center Home Health; Wartrace Family Practice Clinic

Shelbyville Clinic Corp. (TN)
d/b/a: Surgical Specialty Services; Shelbyville Pulmonary Services; Shelbyville Surgical Clinic; Shelbyville Women's Center; Shelbyville Internal Medicine Associates; Shelbyville Pediatric Clinic

Highland Health Systems, Inc. (TX)

Big Spring Hospital Corporation (TX)
d/b/a: Scenic Mountain Medical Center; Scenic Mountain Home Health; Scenic Mountain Medical Center Skilled Nursing Facility; Scenic Mountain Medical Center Psychiatric Unit

Scenic Managed Services, Inc. (TX)
d/b/a: Scenic Mountain MSO

SMMC Medical Group (TX CNHO)

Granbury Hospital Corporation (TX)
d/b/a: Lake Granbury Medical Center; Lake Granbury Medical Center Home Health

Hood Medical Group (TX CNHO)
d/b/a: Brazos Medical and Surgical Clinic; Lake Granbury Primary Care; Lake Granbury Specialty Care; Lake Granbury Hospital Care

Granbury Texas Hospital Investment Corporation (DE)

Hood Medical Services, Inc. (TX)

Big Bend Hospital Corporation (TX)
d/b/a: Big Bend Regional Medical Center; Big Bend Regional Medical Center Home Health Agency; Alpine Rural Health Clinic; Presidio Rural Health Clinic; Marfa Rural Health Clinic

Cleveland Clinic Corp. (TX)
d/b/a: New Caney Clinic

Jourdanton Hospital Corporation (TX)
d/b/a: South Texas Regional Medical Center

Wichita Falls Texas Home Care Corporation (TX)
d/b/a North Texas Home Health

Wichita Falls Texas Private Duty Corporation (TX)
d/b/a Care Partners

Humble Texas Home Care Corporation (TX)
d/b/a Homecare PRN

Weatherford Hospital Corporation (TX)

Weatherford Texas Hospital Company, LLC (TX)
d/b/a Weatherford Regional Medical Center; Weatherford Regional Medical Center Home Health

Tooele Hospital Corporation (UT)

d/b/a: Mountain West Medical Center; Mountain West Home Health Agency; Mountain West Ambulance Service; Mountain West Medical Center Physical Therapy and Wellness Center; Mountain West Private Care Agency; Mountain West Hospice

Tooele Clinic Corp. (UT)

d/b/a: Mountain West Surgical Service Associates; Mountain West Internal Medicine and Women's Health; Mountain West OB/GYN Clinic; Oquirrh Surgical Services; Deseret Peak Women's Center; Stansbury Family Medicine

Russell County Medical Center, Inc. (VA)

d/b/a: Riverside Community Medical Center; Hansonville Medical Clinic

Russell County Clinic Corp. (VA)

d/b/a: Community Medical Care; Appalachian Urology Center; Generations Healthcare for Women; Lebanon Orthopedics; Lebanon Pediatrics; Appalachian Psychiatric Associates; Pinnacle Surgical Care

Emporia Hospital Corporation (VA) d/b/a: Southern Virginia Regional Medical Center; South Central Virginia Pain Center; Southern Virginia Regional Medical Center Home Health Agency; Southern Virginia Pain Management Center

Emporia Clinic Corp. (VA)

d/b/a: Gasburg Family Health Care; Primary Care of Brunswick County; South Central Virginia Pain Management; Emporia Surgical Clinic; Southern Virginia Medical Group; Southern Virginia Surgical Associates; Southern Virginia ENT and Cosmetics; Southern Virginia Internal Medicine & Nephrology; Southern Virginia Cardiology Center

Franklin Hospital Corporation (VA)

d/b/a: Southampton Memorial Hospital; New Outlook; Southampton Memorial Hospice; Southampton Memorial Home Health Agency; Southampton Memorial Hospital SNF; Southampton Memorial Hospital East Pavilion Nursing Facility; Southampton Primary Care; Southampton Surgical Group; Boykins Family Practice

Franklin Clinic Corp. (VA)

d/b/a Southampton Medical Group; Courtland Medical Center; Holland Family Practice; Southampton Orthopaedic and Sports Medicine Center; Southampton Surgical Associates

Logan Hospital Corporation (WV)

Logan, West Virginia Hospital Company, LLC (WV)

Oak Hill Hospital Corporation (WV)

d/b/a Plateau Medical Center

Oak Hill Clinic Corp. (WV)

d/b/a Plateau Surgical Associates; Plateau Cardio-Pulmonary Associates

Evanston Clinic Corp. (WY)

d/b/a Wyoming Internal Medicine; Alpine Urology; Arrowhead Surgical Clinic; SW Wyoming Vein Care; Women's Health Specialists

Evanston Hospital Corporation (WY)

d/b/a: Evanston Regional Hospital; Evanston Regional Hospital Home Care; Evanston Dialysis Center; Uinta Family Practice; Bridger Valley Family Practice; Evanston Regional Hospice; Bridger Valley Physical Therapy

Hallmark Healthcare Corporation (DE)

National Healthcare of Mt. Vernon, Inc. (DE)

d/b/a: Crossroads Community Hospital; Crossroads Community Home Health Agency; Heartland Regional Home Health

Crossroads Community Hospital Malpractice Assistance Fund, Inc. (IL non-profit)

Hallmark Holdings Corp. (NY)

INACTCO, Inc. (DE)

National Healthcare of Hartselle, Inc. (DE)

d/b/a: Hartselle Medical Center

National Healthcare of Decatur, Inc. (DE)

d/b/a: Parkway Medical Center

Parkway Medical Clinic, Inc. (AL)

Cullman Hospital Corporation (AL)

National Healthcare of Cullman, Inc. (DE)

d/b/a: Woodland Medical Center

Cullman Surgery Venture Corp. (DE)¹⁸

Healtsouth/Woodlands Surgery Center of Cullman, LLC (AL)

Cullman County Medical Clinic, Inc. (AL)

National Healthcare of England Arkansas, Inc. (AR)

National Healthcare of Newport, Inc. (DE)

d/b/a: Harris Hospital; Harris Hospital Home Health Agency; Nightingale Home Health Agency; Harris Anesthesia Associates

Harris Managed Services, Inc. (AR)

National Healthcare of Holmes County, Inc. (FL)

Health Care of Forsyth County, Inc. (GA)

Crossroads Physician Corp. (IL)

d/b/a: Crossroads Internal Medicine; Crossroads Urology; Crossroads Surgical Associates; Crossroads Family Associates; Crossroads Family Medicine of Nashville; Crossroads Family Medicine of Mt. Vernon; Crossroads Family Medicine of Salem; Crossroads Family Medicine of Wayne City; Crossroads Family Medicine of Benton; Crossroads Family Medicine of Okawville

National Healthcare of Leesville, Inc. (DE)

d/b/a: Byrd Regional Hospital

Leesville Diagnostic Center, L.P. (DE)¹²

Leesville Surgery Center, LLC (DE)²³

Byrd Medical Clinic, Inc. (LA)

d/b/a: Byrd Regional Health Centers

Cleveland Hospital Corporation (TN)

National Healthcare of Cleveland, Inc. (DE)

d/b/a: Cleveland Community Hospital; SkyRidge Medical Center; SkyRidge Medical Center Westside Campus; Family Home Care, Cleveland; Family Hospice; Cleveland

Peerless Healthcare, LLC (TN)

Family Home Care, Inc. (TN)

d/b/a: Family Home Care; Hamilton

Cleveland PHO, Inc. (TN)

Cleveland Medical Clinic, Inc. (TN)

d/b/a: Physicians Plus; Westside Family Physicians; Cleveland Medical Group; Westside Internal Medicine; Westside Neurology Services; HealthWorks

NHCI of Hillsboro, Inc. (TX)

d/b/a: Hill Regional Hospital; Hill Regional Medical Clinic of Whitney

Hill Regional Medical Group (TX CNHO)

Hill Regional Clinic Corp. (TX)

Subsidiaries not included on this list, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary, as such term is defined by Rule 1-02(w) of Regulation S-X.

1 Bullhead City Imaging Corporation owns 51%

- 2 CHS Holdings Corp. owns 95.31%
- 3 Granite City Illinois Hospital Company, LLC owns 70.15%
- 4 Kirksville Hospital Corporation holds 82.49%
- 5 Kirksville Missouri Hospital Company, LLC holds 60%
- 6 Salem Hospital Corporation holds 80%
- 7 Lancaster Hospital Corporation owns 51%
- 8 Martin Clinic Corp. owns 26.93%
- 9 In-Home Medical Equipment Supplies and Services, Inc. owns 40%
- 10 In-Home Medical Equipment Supplies and Services, Inc. owns 50%
- 11 Galesburg Hospital Corporation owns 50%
- 12 National Healthcare of Leesville, Inc. holds a 51% General Partner interest
- 13 Coatesville Hospital Corporation owns 65%
- 14 CHHS Holdings, LLC owns 85%
- 15 CHS Holdings Corp. owns 98.04%
- 16 Crestview Hospital Corporation holds 66.402%
- 17 CHS/Community Health Systems, Inc. holds a 15.22% Limited Partner Interest
- 18 Cullman Surgery Venture Corp. holds 25%
- 19 Webb Hospital Corporation holds a .0159% General Partner Interest and Webb Hospital Holdings, LLC holds a 95.1316% Limited Partner Interest
- 20 CHS Holdings Corp. owns 94.11%
- 21 In-Home Medical Equipment Supplies and Services, Inc. owns 40%
- 22 Lancaster Hospital Corporation holds 50.88%
- 23 National Healthcare of Leesville, Inc. holds 59.43%

Triad Healthcare Corporation

5300 Grand Limited Partnership

A Woman's Place, LLC (f/k/a Tri-Shell 59 LLC)

Abilene Hospital, LLC

Abilene Merger, LLC

Affinity Health Systems, LLC

Affinity Hospital, LLC

Affinity Physician Services, LLC

Alaska Physician Services, LLC

Alice Hospital, LLC

Alice Surgeons, LLC

American Health Facilities Development, LLC

Anesthesiology Group of Hattiesburg, LLC (f/k/a Tri-Shell 29 LLC; f/k/a Medical Center-Phoenix, LLC)

APS Medical, LLC

Arizona ASC Management, Inc.

Arizona DH, LLC

Arizona Medco, LLC

ARMC, LP

Augusta Health System, LLC

Augusta Hospital, LLC

Augusta Physician Services, LLC

Barberton Health System, LLC

Barberton Physician Services, LLC (f/k/a Tri-Shell 65 LLC)

Beauco, LLC

Beaumont Medical Center, L.P.

Beaumont Regional, LLC
Birmingham Holdings, LLC
Bluffton Health System, LLC
Bluffton Physician Services, LLC
Brazos Medco, LLC
Brazos Valley of Texas, L.P.
Brazos Valley Surgical Center, LLC
Broken Arrow Medical Group, LLC
Brownwood Hospital, L.P.
Brownwood Medical Center, LLC
BVSC, LLC
Carlsbad Medical Center, LLC
Carolinas Medical Alliance, Inc.
Carolinas OB/GYN Medical Group, LLC (f/k/a Tri-Shell 63 LLC)
Cedar Park Health System, L.P.
Central Arkansas Anesthesia Services, LLC
Central Arkansas Pharmacy, LLC (f/k/a Tri-Shell 42 LLC; f/k/a Triad Management, LLC)
Central Arkansas Physician Services, LLC (f/k/a Tri-Shell 34 LLC; f/k/a Paradise Psychiatric, LLC)
Central Arkansas Real Property, LLC (f/k/a Tri-Shell 41 LLC; f/k/a Surgery Center of Phoenix, LLC)
Claremore Anesthesia, LLC (f/k/a Tucson Surgical Partners, LLC; f/k/a Sparks Holdings, LLC; f/k/a Tri-Shell 47 LLC)
Claremore Diagnostic Center, LLC
Claremore Internal Medicine, LLC (f/k/a Tri-Shell 48 LLC)
Claremore Physicians, LLC

Claremore Regional Hospital, LLC
Clarksville Health System, G.P.
Clarksville Holdings, LLC
Clarksville Physician Services, G.P.
Clinico, LLC
Clinton County Health System, LLC
C-OK, LLC (f/k/a Tri-Shell 43 LLC; f/k/a Triad-Navarro, LLC)
College Station Hospital, L.P.
College Station Medical Center, LLC
College Station Merger, LLC
Coronado Hospital, LLC
Coronado Medical, LLC
CP Hospital GP, LLC
CPLP, LLC
Crestwood Healthcare, L.P.
Crestwood Hospital, LLC (f/k/a Tri-Shell 21 LLC; f/k/a Douglas Hospital, LLC)
Crestwood Hospital LP, LLC (f/k/a Tri-Shell 22 LLC; f/k/a ECMH, LLC)
Crestwood Surgery Center, LLC
Crossroads Healthcare Management, LLC
CSDS, LLC
CSMC, LLC
CSRA Holdings, LLC
Dallas Physician Practice, L.P.
Dallas Phy Service, LLC
Day Surgery, Inc.

Deaconess Health System, LLC
Deaconess Holdings, LLC (f/k/a Tri-Shell 61 LLC)
Deaconess Hospital Holdings, LLC
Deaconess Metropolitan Physicians, LLC
Deaconess Physician Services, LLC
Denton ASC-GP, LLC
Denton Surgery Center, L.P. (f/k/a Presbyterian Hospital of Denton Surgery Center, L.P.)
DeQueen Regional I, LLC
Desert Hospital Holdings, LLC
Detar Hospital, LLC
DFW Physerv, LLC
DHSC, LLC
Doctors Hospital Physician Services, LLC (f/k/a Tri-Shell 54 LLC)
Doctors Medical Center, LLC
Doctors of Laredo, LLC
Douglas Medical Center, LLC
Dukes Health System, LLC (f/k/a Tri-Shell 51 LLC)
Dukes Physician Services, LLC (f/k/a Tri-Shell 52 LLC)
Dupont Hospital, LLC
E.D. Clinics, LLC
EL Med, LLC (f/k/a EL Dorado Medical Center, LLC)
El Dorado Surgery Center, L.P.
Eye Institute of Southern Arizona, LLC
Fairmont Health System, LLC (f/k/a Tri-Shell 16 LLC; f/k/a Anaheim Medco, LLC)
Florence ASC Management, LLC (f/k/a Tri-Shell 18 LLC; f/k/a Claremore MC, LLC)

Fort Wayne Surgery Center, LLC
Frankfort Health Partner, Inc.
Gadsden Regional Medical Center, LLC
Gadsden Regional Primary Care, LLC
Garland Managed Care Organization, Inc.
GCMC, LLC
GH Texas, LLC f/k/a Galen Texas, LLC
GHC Hospital, LLC
Good Hope Health System, LLC
GRB Real Estate, LLC
Greenbrier Valley Anesthesia, LLC
Greenbrier Valley Emergency Physicians, LLC
Greenbrier VMC, LLC
GRMC Holdings, LLC
Gulf Coast Hospital, L.P.
Gulf Coast Medical Center, LLC
Hattiesburg Ambulatory Surgery Center, L.P.
Hattiesburg ASC-GP, LLC (f/k/a Hattiesburg Ambulatory Surgery Center, LLC)
HDP DeQueen, LLC
HDPWH, LLC
HDP Woodland Heights, L.P.
HDP Woodland Property, LLC
Healdsburg of California, LLC
Healthwest Holdings, Inc.
HIH, LLC

Hobbs Medco, LLC
Hobbs Physician Practice, LLC
Hospital of Beaumont, LLC
Hot Springs National Park Hospital Holdings, LLC (f/k/a Tri-Shell 31 LLC; f/k/a Northwest Arizona Hospital, LLC)
HTI Tucson Rehabilitation, Inc.
Huntington Associates
Huntington Beach Amdeco, LLC
Innovative Recoveries, LLC (f/k/a Tri-Shell 55 LLC)
IOM Health System, L.P.
IRHC, LLC (f/k/a Independence Regional Health Center, LLC)
Jacksonville Medical Professional Services, LLC
Jonesboro Real Property, LLC (f/k/a Tri-Shell 39 LLC; f/k/a PV of Texas, LLC)
Kensingcare, LLC
Lake Area Physician Services, LLC
Lake Area Surgicare, A Partnership in Commendam
Laredo Hospital, L.P.
Las Cruces ASC-GP, LLC (f/k/a Tri-Shell 24 LLC; f/k/a HBMC, LLC)
Las Cruces Medical Center, LLC
Las Cruces Physician Services, LLC
Las Cruces Surgery Center, L.P.
Lea Regional Hospital, LLC
Longview Medical Center, L.P.
Longview Merger, LLC
LRH, LLC
LS Psychiatric, LLC

Lutheran Health Network CBO, LLC
Lutheran Health Network of Indiana, LLC (f/k/a Triad of Indiana, LLC; f/k/a Tri-Shell 19 LLC; f/k/a Crestwood Medical Center, LLC)
Lutheran Medical Office Park, Phase II
Madison Hospital, LLC (f/k/a Madison's Hospital, LLC)
Malulani Health and Medical Center, LLC
Mary Black Health System LLC
Mary Black Medical Office Building Limited Partnership
Mary Black MOB II, L.P.
Mary Black Physicians Group, LLC
Mary Black Physician Services, LLC (f/k/a Tri-Shell 44 LLC; f/k/a Triad-Sherman, LLC)
Massillon Community Health System, LLC (f/k/a Tri-Shell 57 LLC)
Massillon Health System, LLC
Mat-Su Regional ASC GP, LLC
Mat-Su Regional Surgery Center, L.P.
Mat-Su Valley Medical Center, LLC
MC Hospital, LLC (f/k/a MCH, LLC)
MCI Panhandle Surgical, L.P.
McKenzie Physician Services, LLC
McKenzie-Willamette Regional Medical Center Associates, LLC
Medical Center at Terrell, LLC
Medical Center of Brownwood, LLC
Medical Center of Sherman, LLC
Medical Holdings, Inc.
Medical Park Hospital, LLC
Medical Park MSO, LLC

MEDSTAT, LLC
Memorial Hospital, LLC
Mesa View PT, LLC (f/k/a Tri-Shell 49 LLC)
Mesa View Physical Rehabilitation, LLC
MHS Ambulatory Surgery Center, Inc.
Mid-Plains, LLC
Minot Health Services, Inc.
Mission Bay Memorial Hospital, LLC
Missouri Healthserv, LLC
MMC of Nevada, LLC
MWMC Holdings, LLC
National Park Physician Services, LLC (f/k/a Tri-Shell 35 LLC; f/k/a Paradise Valley Hospital, LLC)
National Park Real Property, LLC (f/k/a Tri-Shell 40 LLC; f/k/a Research Psychiatric Center, LLC)
Navarro Hospital, L.P.
Navarro Regional, LLC
NC-CSH, Inc.
NC-DSH, Inc.
North Anaheim Surgicare, LLC
Northeast Arkansas Health System, LLC (f/k/a Jonesboro Hospital, LLC; f/k/a Tri-Shell 33 LLC; f/k/a Pacific Group Office, LLC)
Northwest Allied Physicians, LLC
Northwest Arkansas Employees, LLC
Northwest Arkansas Hospitals, LLC
Northwest Benton County Physician Services, LLC (f/k/a Tri-Shell 58 LLC)

Northwest Hospital, LLC
Northwest Marana Hospital, LLC (f/k/a Tri-Shell 60 LLC)
Northwest Medical Center CT/MRI at Marana, LLC
Northwest Physicians, LLC
Northwest Rancho Vistoso Imaging Services, LLC
Northwest Tucson ASC-GP, LLC (f/k/a Tri-Shell 45 LLC; f/k/a Triad-Terrell, LLC)
Northwest Tucson Surgery Center, L.P.
NOV Holdings, LLC
NPMC, LLC
NPMC, Home Health, LLC
NRH, LLC
Odessa, LLC
Oklahoma City ASC-GP, LLC
Oklahoma City Surgery Center, L.P.
OPRMC, LLC (f/k/a Overland Park Regional Medical Center, LLC)
Oregon Healthcorp, LLC
Oro Valley Hospital, LLC (f/k/a Tri-Shell 50 LLC)
Pacific East Division Office, L.P.
Pacific Group ASC Division, Inc.
Pacific Physicians Services, LLC
Pacific West Division Office, LLC
Palm Drive Hospital, L.P.
Palm Drive Medical Center, LLC
Palmer-Wasilla Health System, LLC (f/k/a Tri-Shell 23 LLC; f/k/a El Campo Medical Center, LLC)
Palmetto Women's Care, LLC (f/k/a Tri-Shell 56 LLC)

Pampa Hospital, L.P.
Pampa Medical Center, LLC
Panhandle, LLC
Panhandle Medical Center, LLC
Panhandle Property, LLC
Panhandle Surgical Hospital, L.P.
PDMC, LLC
Pecos Valley of New Mexico, LLC
Phillips & Coker OB-GYN, LLC (f/k/a Tri-Shell 64 LLC)
Phoenix Amdeco, LLC
Phoenix Surgical, LLC
Phys-Med, LLC
Physicians and Surgeons Hospital of Alice, L.P.
Physicians' Surgery Center of Florence, LLC
Piney Woods Healthcare System, L.P.
Premiere Care Hospital, LLC (f/k/a Tri-Shell 17 LLC; f/k/a Arkansas Hospital, LLC)
PremierCare Super PHO, LLC
Primary Medical, LLC
Procure Solutions, LLC
Psychiatric Services of Paradise Valley, LLC
QHG Georgia, L.P.
QHG Georgia Holdings, Inc.
QHG of Barberton, Inc.
QHG of Bluffton, Inc.
QHG of Clinton County, Inc.

QHG of Enterprise, Inc.
QHG of Forrest County, Inc.
QHG of Fort Wayne, Inc.
QHG of Hattiesburg, Inc.
QHG of Jacksonville, Inc.
QHG of Kenmare, Inc.
QHG of Lake City, Inc.
QHG of Massillon, Inc.
QHG of Minot, Inc.
QHG of Ohio, Inc.
QHG of South Carolina, Inc.
QHG of Spartanburg, Inc.
QHG of Springdale, Inc.
QHG of Texas, Inc.
QHG of Warsaw, Inc.
Quorum ELF, Inc.
Quorum Health Resources, LLC
QHR International, LLC
Quorum Health Services, Inc.
Rehab Hospital of Fort Wayne General Partnership
Regional Hospital of Longview, LLC
River Region Medical Corporation
Russellville Holdings, LLC (f/k/a Tri-Shell 32 LLC; f/k/a Oak Clinic, LLC)
SACMC, LLC
Samaritan Surgicenters of Arizona II, LLC

San Angelo Community Medical Center, LLC
San Angelo Hospital, L.P.
San Angelo Medical, LLC
San Diego Hospital, L.P.
San Leandro, LLC
San Leandro Hospital, L.P.
San Leandro Medical Center, LLC
SDH, LLC
Searcy Holdings, LLC (f/k/a Tri-Shell 30 LLC; f/k/a Medical Center CIP, LLC)
Sebastopol, LLC
Sherman Hospital, L.P.
Sherman Medical Center, LLC
Silsbee Doctors Hospital, L.P.
Silsbee Medical Center, LLC
Silsbee Texas, LLC
SLH, LLC
Software Sales Corp.
South Alabama Managed Care Contracting, Inc.
South Alabama Medical Management Services, Inc.
South Alabama Physician Services, Inc.
South Arkansas Clinic, LLC
SouthCrest, L.L.C.
SouthCrest Anesthesia Group, LLC
SouthCrest Medical Group, LLC
SouthCrest Surgery Center, L.P.

South Tulsa Medical Group, LLC
Southern Texas Medical Center, LLC
Springdale/Bentonville ASC-GP, LLC (f/k/a Tri-Shell 25 LLC; f/k/a HBMRI, LLC)
Springdale/Bentonville Surgery Center, L.P.
Sprocket Medical Management, LLC
St. Joseph Health System, LLC
St. Joseph Medical Group, Inc.
St. Mary's Physician Services, LLC (f/k/a Tri-Shell 36 LLC; f/k/a Pecos Medco, LLC)
St. Mary's Real Property, LLC (f/k/a Tri-Shell 38 LLC; f/k/a Psychiatric, LLC)
Surgical Center of Amarillo, LLC
Surgical Center of Carlsbad, LLC (f/k/a Covenant Surgical Hospital of Carlsbad, LLC)
Surgicare of Independence, Inc.
Surgicare of San Leandro, Inc.
Surgicare of Sherman, Inc.
Surgicare of Southeast Texas I, LLC
Surgicare of Victoria, Inc.
Surgicare of Victoria, Ltd.
Surgicare Outpatient Center of Lake Charles, Inc.
Surgicenter of Johnson County, Inc.
Surgicenters of America, Inc.
TAC-SPC, Ltd.
Tennyson Holdings, Inc.
Terrell Hospital, L.P.
Terrell Medical Center, LLC
The Intensive Resource Group, LLC

The Vicksburg Clinic, LLC
THI Beacon Court Limited
THI Ireland Holdings Limited
Tri-Irish, Inc. (f/k/a Tri-Shell 2 Inc.)
Tri-World, LLC (f/k/a Tri-Shell 53 LLC)
Triad-Arizona I, Inc.
Triad-ARMC, LLC
Triad Corporate Services, Limited Partnership
Triad CSGP, LLC
Triad CSLP, LLC
Triad-Denton Hospital GP, LLC
Triad-Denton Hospital, L.P.
Triad DeQueen Regional Medical Center, LLC (f/k/a DeQueen Regional Medical Center, LLC)
Triad-El Dorado, Inc.
Triad Healthcare System of Phoenix, L.P.
Triad Holdings III, LLC (f/k/a Triad Holdings III, Inc.)
Triad Holdings IV, LLC (f/k/a Tri-Shell 20 LLC; f/k/a DH of Laredo, LLC)
Triad Holdings V, LLC (f/k/a Quorum, Inc.)
Triad Holdings VI, Inc.
Triad Hospitals, Inc.
Triad-Medical Center at Terrell Subsidiary, LLC
Triad-Medical Center of Sherman Subsidiary, LLC
Triad-Navarro Regional Hospital Subsidiary, LLC
Triad of Alabama, LLC (f/k/a Tri-Shell 26 LLC; f/k/a Huntington Imaging, LLC)
Triad of Arizona (L.P.), Inc.

Triad of Oregon, LLC (f/k/a Tri-Shell 27 LLC; f/k/a Huntington Intercommunity, LLC)
Triad of Phoenix, Inc.
Triad RC, Inc.
Triad-South Tulsa Hospital Company, Inc.
Triad Texas, LLC
Triad-Willow Creek, LLC
TROSCO, LLC d/b/a LouisianaTrosco, LLC of Delaware
Trufor Pharmacy, LLC
TTHR Limited Partnership
Tucson Rehabilitation, LLC
Tuscora Park Medical Specialists, LLC
VFARC, LLC
VHC Holdings, LLC
VHC Medical, LLC
Vicksburg Healthcare, LLC
Vicksburg Surgical Center, LLC
Victoria Functional Assessment & Restoration Ltd.
Victoria Hospital, LLC
Victoria of Texas, L.P.
VMF Medical, LLC
Wagoner Community Hospital, LLC
WAMC, LLC
Warsaw Health System, LLC
Wesley Health System, LLC
Wesley HealthTrust, Inc. (f/k/a Methodist HealthTrust)

Wesley Physician Services, LLC
West Anaheim, LLC
West Anaheim Hospital, L.P.
West Anaheim Medical Center, LLC
West Virginia MS, LLC
Wharton Medco, LLC
WHMC, LLC
Willamette Community Medical Group, LLC
Willamette Valley Clinics, LLC
Willamette Valley Medical Center, LLC
WM Medical, LLC
Women & Children's Hospital, LLC
Woodland Heights Medical Center, LLC
Woodward Health System, LLC (f/k/a Tri-Shell 28 LLC; f/k/a Ledger, LLC)

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM T-1

**STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE**

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE
PURSUANT TO SECTION 305(b)(2) o

U.S. BANK NATIONAL ASSOCIATION

(Exact name of trustee as specified in its charter)

31-0841368

(I.R.S. Employer Identification Number)

**800 Nicollet Mall
Minneapolis, Minnesota**
(Address of principal executive offices)

55402
(Zip Code)

**Wally Jones
US Bank - Corporate Trust Services,
50 Fourth Avenue North, 2nd Floor
Nashville, Tennessee 37219
615-251-0733**

(Name, address and telephone number of agent for service)

CHS/Community Health Systems, Inc.

(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of incorporation
or organization)

76-0137985
(I.R.S. Employer Identification Number)

**4000 Meridian Boulevard
Franklin, Tennessee**
(Address of principal executive offices)

37067
(Zip Code)

87/8% Senior Notes Due 2015
(Title of the indenture securities)

Item 1. General Information.

(a) *Name and address of each examining or supervising authority to which the Trustee is subject.*

Comptroller of the Currency

Washington, D.C.

(b) *Whether it is authorized to exercise corporate trust powers.*

Yes.

Item 2. Affiliations with the Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Items 3-15. *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any indenture for which the Trustee acts as Trustee.*

Item 16. List of Exhibits.

List below all exhibits filed as a part of this statement of eligibility.

1. A copy of the Articles of Association of the Trustee.*
2. A copy of the certificate of authority of the Trustee to commence business.*
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers.*
4. A copy of the existing bylaws of the Trustee.*
5. A copy of each Indenture referred to in Item 4.
Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939.
Attached hereto as Exhibit 6.
7. Report of Condition of the Trustee as of December 31, 2006 published pursuant to law or the requirements of its supervising or examining authority.
Attached hereto as Exhibit 7.

* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Nashville, and State of Tennessee, on the 27TH day of September, 2007.

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Wally Jones
Wally Jones, Assistant Vice President

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. Bank National Association hereby consents that reports of examination of the undersigned by federal, state, territorial or district authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: September 27, 2007

By: /s/ Wally Jones
Wally Jones, Assistant Vice President

U.S. Bank National Association
Statement of Financial Condition
As of 12/31/2006

(Dollars in Thousands)

Assets	
Cash and Due From Depository Institutions	\$ 8,644,951
Securities	39,699,269
Federal Funds	3,512,083
Loans & Lease Financing Receivables	141,159,825
Fixed Assets	2,300,043
Intangible Assets	12,048,875
Other Assets	10,437,280
Total Assets	\$ 217,802,326
Liabilities	
Deposits	\$ 135,903,121
Fed Funds	12,316,778
Treasury Demand Notes	0
Trading Liabilities	139,984
Other Borrowed Money	33,217,524
Acceptances	0
Subordinated Notes and Debentures	7,384,026
Other Liabilities	6,677,926
Total Liabilities	\$ 195,639,359
Equity	
Minority Interest in Subsidiaries	\$ 1,544,842
Common and Preferred Stock	18,200
Surplus	11,976,937
Undivided Profits	8,622,988
Total Equity Capital	\$ 22,162,967
Total Liabilities and Equity Capital	\$ 217,802,326

To the best of the undersigned's determination, as of the date hereof, the above financial information is true and correct.

U.S. Bank National Association

By: /s/ Wally Jones

Wally Jones, Assistant Vice President

Dated: September 27, 2007

LETTER OF TRANSMITTAL
With respect to the Exchange Offer Regarding the
8⁷/₈% Senior Notes due 2015 issued by CHS/Community Health Systems, Inc.

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 PM, NEW YORK CITY TIME, ON _____, 2007
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To My Broker or Account Representative:

I, the undersigned, hereby acknowledge receipt of the Prospectus, dated _____, 2007 (the "Prospectus") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Issuer") with respect to the Issuer's exchange offer set forth therein (the "Exchange Offer").

This letter instructs you as to action to be taken by you relating to the Exchange Offer with respect to the Issuer's 8⁷/₈% Senior Notes due 2015 (the "Old Notes") held by you for the account of the undersigned.

The aggregate face amount of the Old Notes held by you for the account of the undersigned is (FILL IN AMOUNT): \$ _____ of the Old Notes.

With respect to the Exchange Offer, the undersigned hereby instructs you (CHECK APPROPRIATE BOX):

- TO TENDER the following Old Notes held by you for the account of the undersigned (INSERT PRINCIPAL AMOUNT AT MATURITY OF OLD NOTES TO BE TENDERED, IF ANY): \$ _____
- NOT TO TENDER any Old Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Old Notes held by you for the account of the undersigned, the undersigned hereby represents for the benefit of the Issuer that:

1. The undersigned is acquiring the Issuer's 8⁷/₈% Senior Notes due 2015, for which the Old Notes will be exchanged (the "New Notes"), in the ordinary course of business;
2. The undersigned does not have an arrangement or understanding with any person to participate in the distribution of New Notes;
3. The undersigned is not an "affiliate" as defined under Rule 405 of the Securities Act of 1933, as amended (the "Securities Act") of the Issuer; and
4. The undersigned is not a broker-dealer and does not engage in, and does not intend to engage in, a distribution of the Old Notes or the New Notes.

If the undersigned is a broker-dealer, and acquired the Old Notes as a result of market making activities or other trading activities, the undersigned represents that it will deliver a prospectus meeting the requirements of the Securities Act of 1933, as amended in connection with any resale of New Notes received in respect of such Old Notes pursuant to the Exchange Offer.

The undersigned also authorizes you to:

- (1) confirm that the undersigned has made such representations; and
 - (2) take such other action as necessary under the Prospectus to effect the valid tender of such Old Notes.
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The undersigned acknowledges that any person participating in the Exchange Offer for the purpose of distributing the New Notes must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction of the New Notes acquired by such person and cannot rely on the position of the Staff of the Securities and Exchange Commission set forth in no-action letters that are discussed in the section of the Prospectus entitled "The Exchange Offer."

Name of beneficial owner(s): _____

Signatures: _____

Name (please print): _____

Address: _____

Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

Date: _____