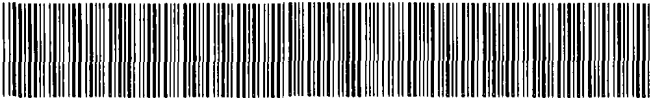


MISC 2015037501



MAY 15 2015 13:24 P 58

58/156 misc

FEE 352.00 FB See below

BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

B

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
5/15/2015 13:24:13.39



2015037501

Prepared by and when recorded, return to:

Kutak Rock LLP  
The Omaha Building  
1650 Farnam Street  
Omaha, Nebraska 68102  
Attention: Justin D. Young, Esq.  
(402) 231-8978

### CERTIFIED ARTICLES OF MERGER

#### Legal Descriptions:

Parcel No. 0716340000

15-24680

Lot One (1) and the East 6 feet of Lot Two (2), Block Five (5), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska;

AND

The West 42 feet of Lot Two (2), and the East 3 feet of Lot Three (3), Block Five (5), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska;

AND

The West 45 feet of Lot Three (3), Block Five (5), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska;

AND

Lot Four (4), Block Five (5), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska;

EXCEPT:

That part of Lot 1 beginning at the Northeast corner of Lot One (1); thence Southerly along the Easterly line of said Lot One (1) a distance of 14.1 feet; thence Northwesterly a distance 22.3 feet to a point on the Northerly line of said Lot One (1) a distance of 17.2 feet to the point of beginning

ALSO EXCEPTING:

An irregular parcel of land located in the East Half (1/2) of Lot One (1), Block Five (5), Briggs Place, more particularly described as follows: Beginning in the Northeast Corner of said Lot; thence Southerly along the Easterly lot line a distance of 15 feet; thence Northwesterly a distance of 16.28 feet to a point 12 feet Westerly of the Northeast corner and 4 feet southerly of the Northerly lot line; thence Westerly, parallel to the Northerly lot line, a distance of 4 feet; thence northerly a distance of 4 feet to a point on the Northerly lot line 16 feet Westerly of the Northeast corner of said lot; thence Easterly along the Northerly lot line a distance of 16 feet to the Point of Beginning.

**Parcel No. 0716350000**

BRIGGS PLACE, LOT 5, BLOCK 5

**Parcel No. 0716390000**

BRIGGS PLACE, LOT 9, BLOCK 5 & 1/2 VAC ALLEY ADJ

**Parcel No. 0716410002**

BRIGGS PLACE, LOTS 10 & 11, BLOCK 5 & 1/2 VAC ALLEY ADJ

**Parcel No. 0716430002**

Lots Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), Block Five (5), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska, except the West 5.5 feet of Lot Fifteen (15) and a triangular tract in the Northwest corner of the remaining portion of said Lot Fifteen (15) measuring 12 feet along the North line of said Lot Fifteen (15) and measuring 12 feet along the East line of said 5.5 foot strip of said Lot Fifteen (15).

**Parcel No. 0716460000**

Lot 16, except the West 5.5 feet thereof, all of Lots 17 and 18, and the West 30 feet of Lot 19, all in Block 5, in Briggs Place & 1/2 Vac Alley Adj.

**Parcel No. 0716480000**

The East 18 feet of Lot Nineteen (19) and the West 24 feet of Lot Twenty (20), Block Five (5), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska, together with the South Half (S½) of vacated alley on the North.

**Parcel No. 0716520002**

The East 26 feet of Lot (20), all Lot Twenty-One (21) and the West 8 feet of Lot Twenty-Two (22), Block Five (5), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska, together with the South ½ of vacated alley on the North;

AND

The East 42 feet Lot Twenty-Two (22), Block Five (5), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska, together with the South Half (S½) of vacated alley on the North;

AND

Lot Twenty-Three (23), Block Five (5), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska, together with the South Half (S½) of vacated alley on the North.

**Parcel No. 0716540002**

BRIGGS PLACE, LOTS 24 & 25, BLOCK 5

**Parcel No. 0716590000**

(JY) 26,

Lots 27, 28, 29, and 30, Block 5, Briggs Place;

Except:

Part of Lot 30, beginning at the southeast corner of Lot 30; thence northerly along the easterly line of said Lot 30 a distance of 14.0 feet; thence southwesterly a distance of 16.6 feet to a point on the southerly line of said Lot 30; thence easterly along the southerly line of said Lot 30 a distance of 9.0 feet to the point of beginning.

**Parcel No. 0716620002**

Lots One (1) and (2), Block Six (6) Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska, together with the North Half (N½) of vacated alley on the South.

**Parcel No. 0717940002**

The South 66 feet of Lot 38, in Block 9, in Briggs Place;

Except:

Beginning at the Southeast corner of said Lot 38; thence North along the East property line, 8 feet; thence Southwesterly, 10.44 feet; thence West 40 feet, parallel to the South property line, to the West property line; thence South 5 feet; thence East 50 feet along the South property line to the Point of Beginning;

And further except:

The irregular South 5 feet, the South 66 feet of Lot 38, Block 9, Briggs Place.

**Parcel No. 0718020002**

BRIGGS PLACE, LOTS 6 & 7, BLOCK 10

**Parcel No. 0718110000**

Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), Block Ten (10), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska;

AND

Lot Fifteen (15), except the West 10 feet thereof, Block Ten (10), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska;

AND

Lot Sixteen (16), except the West 10 feet and the South 10 feet thereof, Block Ten (10), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska;

AND

Lots (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), except the South 10 feet thereof, Block Ten (10), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska;

AND

West 35 and the East 15 feet of Lot Twenty-Three (23), except the South 10 feet thereof, in Block Ten (10), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska.

Together with vacated alley adjoining said lots except the West 10 feet of the East 392 feet adjacent to Lots Fifteen (15) and Sixteen (16), Block Ten (10), Briggs Place.

**Parcel No. 0718130002**

Lot One (1) and the East 40 feet of Lot Two (2), Block Ten (10), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska, except that part of Lot One (1), described as follows: Beginning at the North East corner of Lot One (1); thence Southerly along the Easterly line of said Lot One (1) a distance of 17 feet; thence Northwesterly a distance of 22.7 feet to a point on the Northerly line of said

Lot One (1); thence Easterly along the Northerly line of said Lot One (1) a distance of 15 feet to the point of beginning;

AND

The West 8 feet of Lot Two (2) and the East 46 feet of Lot Three (3), Block Ten (10), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska;

AND

The West 2 feet of Lot Three (3) and all of Lots Four (4) and Five (5), Block (10), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska;

AND

Lots Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28), Block (10), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska.

**Parcel No. 0718260000**

BRIGGS PLACE, LOT 30, BLOCK 10;

Except:

Beginning at the southeast corner of Lot 30; thence northerly along the easterly line of said Lot 30 a distance of 22.0 feet, thence southwesterly a distance of 29.1 feet to a point on the southerly line of said Lot 30; thence easterly along the southerly line of said Lot 30 a distance of 19.0 feet to the point of beginning containing 209.0 square feet more or less.

**Parcel No. 0718310000**

Lot Four (4), Block Eleven (11), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska, except that part as described as follows: Beginning at point 20 feet West of the Northeast corner of said Lot Four (4), thence East along the North lot line a distance of 20 feet to the Northeast corner of said lot, thence South along the East line of said lot a distance of 29.26 feet, thence Northwesterly on a curved line, concave on the Westerly side thereof, with a radius of 39 feet to the point of beginning;

AND

Lots Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), Block Eleven (11), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska, except the West 26.5 feet of Lot Fourteen (14);

TOGETHER WITH

The half vacated alley adjoining on the South of the East 10 feet of Lot Nine (9) and all Lots Four (4) to Eight (8), inclusive, in Block Eleven (11), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska.

**Parcel No. 0718580000**

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25) and Twenty-Six (26), Block One (1), Ralph's Place, an addition to the City of Omaha, Douglas County, Nebraska, together with vacated alley lying between Dewey Avenue and Harney Street from 42nd Street to 44th Street, and together with the East 64.5 feet of vacated 44th Street adjoining;

AND

The East 21.5 feet of Lot Seventeen (17) and all of Lots Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28) Twenty-Nine (29) and Lot Thirty (30), Block Eleven

*15-31960*

*15-04560*

(11), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska together the East 64.5 feet of vacated 44th Street adjoining, together with South Half (S½) of vacated East-West alley between Farnam Street and Vacated Harney Street from 42nd Avenue cut-off to a point 257.5 feet East of the present East line of 44th Street abutting Lots Four (4) to Eight (8) and Lots Twenty-Three (23) to Twenty-Seven (27) and the East 10 feet of Lot Nine (9) and the East 10 feet of Lot Twenty-Two (22) and the West 8.36 feet of Lot Twenty-Eight (28) in Block Eleven (11), Briggs Place.

Together with

All of Vacated Harney Street lying between 42nd Street and 44th Street

EXCEPT

That part of Lots One (1) and Twenty-Six (26), Block One (1), Ralph Place; part of Lot Thirty (30), Block Eleven (11), Briggs Place, together with vacated alley. Beginning at the Southeast corner of Lot Twenty-Six (26), Block One (1), Ralph Place; thence Northerly along the Easterly line of said Lot Twenty-Six (26) a distance of 4.9 feet; thence continue Northerly along the Easterly line of said Lot Twenty-Six (26) a distance of 10.7 feet; thence Southwesterly a distance of 21.8 feet to a point located on the Southerly line of said Lot Twenty-Six (26); thence Easterly along said Southerly line a distance of 15.0 feet to the point of beginning. And also, commencing at the Southeast corner of Lot Twenty-Six (26), Block, One (1), Ralph Place; thence Northerly along the Easterly line of said Lot Twenty-Six (26) a distance of 4.9 feet; thence continue Northerly along the Easterly line of said Lot Twenty-Six (26) a distance of 10.7 feet; thence continue Northerly along the Easterly line of said Lot Twenty-Six (26), the Easterly line of vacated alley adjacent to said Lot Twenty-Six (26) and Lot One (1), and along the Easterly line of Lot One (1), a distance of 160.0 feet; thence Northeasterly along said Easterly line of said Lot One (1) a distance of 24.0 feet to the point of beginning; thence continue Northeasterly along the Easterly line of said Lot One (1) a distance of 58.9 feet; thence Northerly along the Easterly line of the vacated alley adjacent to said Lot One (1) and Lot Thirty (30), Block Eleven (11), Briggs Place, a distance of 125.5 feet; thence Northwesterly along the Easterly line of said Lot Thirty (30), Block Eleven (11), Briggs Place, a distance of 7.7 feet to a point on the Northerly line of said Lot Thirty (30); thence Westerly along the Northerly line of said Lot Thirty (30) a distance of 22.0 feet; thence Southeasterly a distance of 33.7 feet to a point located 3.4 feet West of the Easterly line of said Lot Thirty (30); thence Southerly a distance of 166.3 feet to the point of beginning.

#### **Parcel No. 0718700000**

An irregular shaped tract of land, being all of Lots Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29) and Thirty (30), and part of Lots Thirty-One (31), Thirty-Two (32), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15); also the vacated alley adjoining said lots all in Block Twelve (12), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska; also part of vacated Harney Street adjoining said Block Twelve (12); all of said tract being described and bounded as follows:

Beginning at the Southwest corner of Lot Twenty-Seven (27), Block Twelve (12), Briggs Place, an addition to the City of Omaha, Douglas County, Nebraska; said point being the True Point of Beginning; thence on an assumed bearing of North 0 degrees 59 minutes 45 seconds East on the West line of Lots Twenty-Seven (27) and Fifteen (15) in said Block Twelve (12) for 263.87 feet to the South property line of Farnam Street; thence South 81 degrees 43 minutes 15 seconds East for 14.27 feet to a point of curvature of a curve having a radius of 1,629.06 feet and being concave Northerly; thence Southeasterly on said 1,629.06 foot radius curve (chord bearing South 85 degrees 17 minutes 30 seconds East for 199.00 feet) for 199.12 feet to the point of tangency; thence Southeasterly on a 45.00 foot radius curve, concave Southwesterly, (chord bearing of South 44 degrees 31 minutes 00 seconds East for 63.10 feet) for 69.92 feet to the point of tangency; thence South 1 degrees 06 minutes 30 seconds West on the West property line of Saddle Creek Road for 20.00 feet to the point of curvature of a curve having a radius of 344.47 feet and being concave Northwesterly; thence Southwesterly on said 344.47 foot radius curve (chord bearing of South 16 degrees 40 minutes 00 seconds West for 188.40 feet) for 190.83 feet to a point

on the West property line of Saddle Creek Road and the South line of Lot Thirty-One (31) in said Block Twelve (12); thence South 85 degrees 26 minutes 41 seconds West for 207.75 feet; thence North 0 degrees 55 minutes 45 seconds East for 16.50 feet to the True Point of Beginning.

**Parcel No. 1310430000**

Highland Place, Block 15, Lots 9 through 12;

*15-16340*

Except:

Beginning at the northwest corner of Lot 12; thence easterly along the northerly line of said Lot 12 a distance of 17.0 feet; thence southwesterly a distance of 26.2 feet to a point located on the westerly line of said Lot 12; thence northerly along the westerly line of said Lot 12 a distance of 20.0 feet to the point of beginning. Containing 170.0 square feet more or less;

And also;

Beginning at the southwest corner of Lot 12; thence easterly along the southerly line of said Lot 12 a distance of 13.0 feet; thence northwesterly a distance of 21.4 feet to a point located on the westerly line of said Lot 12; thence southerly along the westerly line of said Lot 12 a distance of 17.0 feet to the point of beginning. Containing 110.5 square feet more or less.

**Parcel No. 1310690000**

Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-One (21), Twenty-Two (22), Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29) and Thirty (30), Block Sixteen (16), Highland Place, an addition to the City of Omaha, Douglas County, Nebraska;

AND

The South 43 feet of Lot Thirty-One (31), Block Sixteen (16), Highland Place, an addition to the City of Omaha, Douglas County, Nebraska;

AND

The North 4 feet of Lot Thirty-One (31) and all of Lot Thirty-Two (32), Block Sixteen (16), Highland Place, an addition to the City of Omaha, Douglas County, Nebraska;

Together with

All vacated alley located within Block Sixteen (16), Highland Place, an addition to the City of Omaha, Douglas County, Nebraska.

**Parcel No. 1422820000**

*15-18780*

The West half of Lot 24, and the South One Foot of the West half of Lot 25, Block 6, in JEROME PARK

**Parcel No. 1445070004**

*15-20340*

KILBY PLACE LOT 33 BLOCK 5 -EX PT DEDICATED FOR PUBLIC RWY- LTS 31-32 & 33

**Parcel No. 1903874172**

61-28670

A tract of Land being part of Lot 4, OMAHA INDUSTRIAL FOUNDATION DISTRICT NO. 4 REPLAT I, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Beginning at the intersection of the Southerly right-of-way line of West center Road with the Easterly right-of-way line of 144th Street, said point also being the Northwesterly corner of said Lot 4; thence South 00°00'11" East (platted) (South 00°00'00" East measured) (assumed bearing) along said Easterly right-of-way line of 144th Street (also the Westerly property line of said Lot 4) a distance of 692.75 feet to a point; thence South 66°33'38" East, a distance of 232.76 feet to a point on the Southeasterly property line of said Lot 4; thence North 31°49'14" East (platted) (North 31°49'22" East, measured) along said Southeasterly property line, a distance of 745.37 feet to a point; thence North 01°02'14" East (platted) (North 01°00'51" East, measured), along the Easterly property line of said Lot 4, a distance of 165.87 feet (platted) (165.90 feet measured) to the Northeasterly corner of said Lot 4, said corner being located on the Southerly right-of-way line of West Center Road; thence South 88°41'57" West (platted) (South 88°41'41" West, measured) along said Southerly right-of-way line, a distance of 609.61 feet (platted) (609.67 feet measured) to the Point of Beginning.

AND

61-28224

Lots 9 and 10, inclusive, in Oak View, an addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

Parcel No. 1903875600

61-28236

OAK VIEW REPLAT 4\* LOT 1 BLOCK 0 IRREG 1.11 AC

Parcel No. 1903875602

OAK VIEW REPLAT 4\* LOT 2 BLOCK 0 IRREG .45 AC

Parcel No. 1903875610

61-28237

OAK VIEW REPLAT 5\* LOT 1 BLOCK 0 IRREG .986 AC

Parcel No. 1903875612

OAK VIEW REPLAT 5\* LOT 2 BLOCK 0 IRREG .629 AC

Parcel No. 1903875620

61-28238

OAK VIEW REPLAT 6\* LOT 1 BLOCK 0 IRREG .912 AC

Parcel No. 1903875622

OAK VIEW REPLAT 6\* LOT 2 BLOCK 0 IRREG .378 AC

Parcel Nos. 1915585006 and 1915585008

A tract of Land being part of Lot 4, OMAHA INDUSTRIAL FOUNDATION DISTRICT NO. 4 REPLAT I, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Beginning at the intersection of the Southerly right-of-way line of West center Road with the Easterly right-of-way line of 144th Street, said point also being the Northwesterly corner of said Lot 4; thence South 00°00'11" East (platted) (South 00°00'00" East measured) (assumed bearing) along said Easterly right-of-way line of 144th Street (also the Westerly property line of said Lot 4) a distance of 692.75 feet to a point; thence South 66°33'38" East, a distance of 232.76 feet to a point on the Southeasterly property line of said Lot 4; thence North 31°49'14" East (platted) (North 31°49'22" East, measured) along said Southeasterly property line, a distance of 745.37 feet to a point; thence North 01°02'14" East (platted) (North 01°00'51" East, measured), along the Easterly property line of said Lot 4, a distance of 165.87 feet (platted) (165.90 feet measured) to the Northeasterly corner of said Lot 4, said corner being located on the Southerly right-of-way line of West Center Road; thence South 88°41'57" West (platted) (South 88°41'41" West, measured) along said Southerly right-of-way line, a distance of 609.61 feet (platted) (609.67 feet measured) to the Point of Beginning.



# STATE OF NEBRASKA

United States of America,     } ss.  
State of Nebraska                }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the  
State of Nebraska, do hereby certify that

The attached is a true and correct copy of Articles of Merger of

**CLARKSON REGIONAL HEALTH SERVICES, INC.**  
**&**  
**BISHOP CLARKSON MEMORIAL FOUNDATION**

with registered offices located in Omaha, Nebraska, merging into

**BISHOP CLARKSON MEMORIAL HOSPITAL**

with registered office located in Omaha, Nebraska, changing corporate name to

**CLARKSON REGIONAL HEALTH SERVICES, INC.**

as filed in this office on December 31, 2011.

*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

**March 2, 2015**

*John A. Gale*  
Secretary of State

ARTICLES OF MERGER

Nebraska Nonprofit Corporation Act

TO: John A. Gale, State of Nebraska, Secretary of State, Lincoln, NE

The undersigned corporations, pursuant to Section 21-19,121 of the Nebraska Nonprofit Corporation Act of the State of Nebraska, hereby execute the following Articles of Merger:

1. The Plan of Merger.

Attached hereto as Exhibit "A", and incorporated herein by this reference, is a copy of the Agreement and Plan of Merger. As set forth therein, the names of the corporations proposing to merge are as follows:

Clarkson Regional Health Services, Inc., a Nebraska nonprofit, public benefit corporation

Bishop Clarkson Memorial Foundation, a Nebraska nonprofit, public benefit corporation

Bishop Clarkson Memorial Hospital, a Nebraska nonprofit, public benefit corporation

The surviving corporation will be Bishop Clarkson Memorial Hospital. Upon the filing of these Articles of Merger, the merger shall be effective and Bishop Clarkson Memorial Hospital hereby changes its name to Clarkson Regional Health Services, Inc., pursuant to the authority of Section 21-1931 (d) (1) of the Nebraska Nonprofit Corporation Act.

2. The Agreement and Plan of Merger was approved by a sufficient vote of the Boards of Directors of Clarkson Regional Health Services, Inc., Bishop Clarkson Memorial Foundation, and Bishop Clarkson Memorial Hospital.

3. Each of these corporations has a member or members, and approval by members was required. Accordingly, the following information is provided as required by Section 21-19,121 of the Nebraska Nonprofit Corporation Act:

(i) Each corporation has one class of members. Clarkson Regional Health Services, Inc. has ninety (90) members, which also represents the number of votes entitled to be cast to vote on the plan. The number of votes indisputably voting on the plan was seventy-three (73). Bishop Clarkson Memorial Foundation and Bishop Clarkson Memorial Hospital each have one member, which also represents the number of votes entitled to be cast to vote on the plan, as well as the number of votes indisputably voting on the plan.

(ii) The Agreement and Plan of Merger was adopted at meetings of the members of:

Clarkson Regional Health Services, Inc. held (by ballot) on October 15, 2000,

Bishop Clarkson Memorial Foundation held on October 15, 2000; and

Bishop Clarkson Memorial Hospital held on October 15, 2000.

A quorum of the members entitled to vote thereon for each such corporation respectively was present at each such respective meeting. The total number of votes cast for and against the Agreement and Plan of Merger by each was as follows:

Clarkson Regional Health Services members:	72 votes cast for 1 votes cast against
--	---

Bishop Clarkson Memorial Foundation member:	1 vote cast for 0 votes cast against
---	---

Bishop Clarkson Memorial Hospital member:	1 vote cast for 0 votes cast against.
---	--

The number of votes cast for the plan by the members of each corporation was sufficient for approval by such class of members for each such corporation.

4. No approval of the Agreement and Plan of Merger by some person or persons other than the members or the Board was required pursuant to Subdivision (a) (3) of Section 21-19,120 of the Nebraska Nonprofit Corporation Act.

5. No prior approval of the District Court is required pursuant to Section 21-19,119 of the Nebraska Nonprofit Corporation Act.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be executed in its name by its president and by its secretary on this 26th day of December, 2001.

**CLARKSON REGIONAL HEALTH SERVICES, INC.**, a Nebraska nonprofit, public benefit corporation

By: Martin G. Stahl MD  
Name: Martin G. Stahl, M.D.  
Title: President

By: James T. Conedy  
Name: James T. Conedy, M.D.  
Title: Secretary

**BISHOP CLARKSON MEMORIAL FOUNDATION**, a Nebraska nonprofit, public benefit corporation

By: Martin G. Stahl MD  
Name: Martin G. Stahl, M.D.  
Title: President

By: James T. Conedy  
Name: James T. Conedy, M.D.  
Title: Secretary

**BISHOP CLARKSON MEMORIAL HOSPITAL**, a Nebraska nonprofit, public benefit corporation

By: Martin G. Stahl MD  
Name: Martin G. Stahl, M.D.  
Title: President

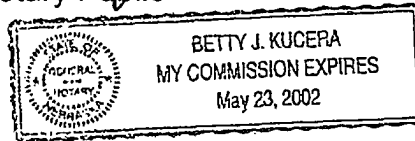
By: James T. Conedy  
Name: James T. Conedy, M.D.  
Title: Secretary

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The undersigned Notary Public does hereby certify that on the 28<sup>th</sup> day of December, 2001, personally appeared before me Melvin G. Stahl, M.D. and James T. Canady, MD who declared themselves to be the President and Secretary, respectively, of **CLARKSON REGIONAL HEALTH SERVICES, INC.**, one of the corporations executing the foregoing document, and being first duly sworn, acknowledge that such person signed the foregoing Articles of Merger in the capacity therein set forth and declare that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Betty J. Kucera  
Notary Public

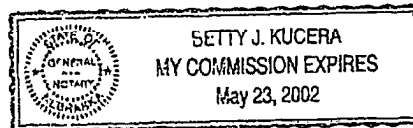


STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The undersigned Notary Public does hereby certify that on the 28<sup>th</sup> day of December, 2001, personally appeared before me Melvin G. Stahl and James T. Canady who declared themselves to be the President and Secretary, respectively, of **BISHOP CLARKSON MEMORIAL FOUNDATION**, one of the corporations executing the foregoing document, and being first duly sworn, acknowledge that such person signed the foregoing Articles of Merger in the capacity therein set forth and declare that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Betty J. Kucera  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The undersigned Notary Public does hereby certify that on the <sup>28<sup>th</sup></sup> day of December, 2001, personally appeared before me Marlin G. Stahl, M.D. and James T. Conedy, MD who declared themselves to be the President and Secretary, respectively, of **BISHOP CLARKSON MEMORIAL HOSPITAL**, one of the corporations executing the foregoing document, and being first duly sworn, acknowledge that such person signed the foregoing Articles of Merger in the capacity therein set forth and declare that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Betty J. Kucera  
Notary Public

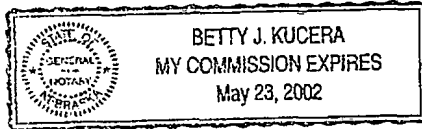


Exhibit "A"

to

Articles of Merger

Agreement and Plan of Merger  
(attached)

## AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER** dated the 7th day of August, 2000, by and between **Clarkson Regional Health Services, Inc.**, a Nebraska nonprofit, public benefit corporation ("**CRHS**"), **Bishop Clarkson Memorial Foundation**, a Nebraska nonprofit, public benefit corporation ("**Foundation**") and **Bishop Clarkson Memorial Hospital**, a Nebraska nonprofit, public benefit corporation ("**Hospital**").

### **RECITALS**

**WHEREAS**, the Boards of Directors of CRHS, Foundation and Hospital have determined that following the formation of Nebraska Health System the health care goals of each corporation would now more effectively and efficiently be achieved if the three corporations were to merge;

**WHEREAS**, the Boards of Directors of all three corporations, in considering the shared interests of all three corporations, the history between all three corporations, and the efficiencies to be gained by combining the three corporations into one entity, deem it advisable and in the best interests of each that CRHS and Foundation be merged into Hospital, and such Boards have adopted resolutions approving this Agreement and Plan of Merger and authorizing and directing that it be submitted to the members of their respective corporations for approval; and

**WHEREAS**, the Boards have also determined it is necessary to amend the Articles of Incorporation and Bylaws of Hospital to reflect such merger and have also determined the corporate name of Hospital should be changed to Clarkson Regional Health Services, Inc.

**NOW, THEREFORE**, to effect the merger and in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto do hereby prescribe the terms and conditions of the merger and the mode of carrying the same into effect as follows:

#### **1. Merger of CRHS and Foundation Into Hospital.**

Upon the Effective Date of the merger, CRHS and Foundation shall be merged with and into Hospital, which shall be the surviving corporation, pursuant to the procedural provisions set forth in Paragraph 11 hereof. The corporate existence of Hospital with all of its purposes, powers and objects, shall continue unaffected and unimpaired by the merger.

Upon the Effective Date of the merger, the separate corporate existence of CRHS and Foundation shall cease and thereupon CRHS, Foundation and Hospital shall be a single corporation, to wit, Hospital (hereinafter sometimes referred to as the



"Surviving Corporation"), and such Surviving Corporation shall be governed by the nonprofit corporation laws of the State of Nebraska.

**2. Vesting of Assets and Liabilities of CRHS, Foundation and Hospital in Hospital.**

Upon the merger's becoming effective, all rights, immunities, privileges, powers and franchises of each of the corporations, both of a public and private nature, all property, real, personal and mixed, all debts due on account, and all other things in action or belonging to each of the corporations, and all and every other interest, shall vest in the Surviving Corporation without further act or deed as effectually as they were vested in the several and respective former corporations, and the title to any real estate, whether vested by deed or otherwise in either of the corporations, shall not revert or be in any way impaired by reason of the merger; and the Surviving Corporation shall thenceforth assume and be responsible for all debts, liabilities, obligations and duties of each of the corporations and all debts, liabilities, obligations and duties shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it, but the liabilities of each corporation or of their directors or officers shall not be affected, nor shall the rights of creditors thereof or of any person dealing with either corporation, or any liens upon the property of either of the corporations, be impaired by the merger, and all rights of creditors and all liens upon the property of either of the corporations shall be preserved unimpaired, and any action or proceedings pending by or against either of the corporations may be prosecuted to judgment the same as if the merger had not taken place, which judgment shall bind the Surviving Corporation, or the Surviving Corporation may be proceeded against or substituted in its place. If at any time after the effective date of the merger, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, on record or otherwise, in the Surviving Corporation, the title to any property or rights of CRHS and Foundation acquired or to be acquired by reason of, or as a result of, the merger, CRHS and Foundation and its proper officers and directors shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement, and the proper officers and directors of CRHS and Foundation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of CRHS and Foundation or otherwise to take any and all such action.

**3. Name Change.**

Upon the Effective Date of the merger the name of the Surviving Corporation shall be changed to "Clarkson Regional Health Services, Inc."

**4. Articles of Incorporation.**

The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of Hospital except that upon the Effective Date of the merger such Articles shall thereupon be amended to read in their entirety as set forth in the Articles of Incorporation, attached hereto as Appendix I, which Articles of Incorporation, as amended hereby and so attached, are made a part of this Agreement with the same force and effect as if herein set forth in full. From and after the Effective Date of the merger and until thereafter amended as provided by law, the Articles of Incorporation of the Surviving Corporation shall be as set forth and as the same shall be amended from time to time, and separate and apart from this Agreement shall be, and may separately be certified as, the amended Articles of Incorporation of the Surviving Corporation.

**5. Bylaws.**

The Bylaws of the Surviving Corporation shall be the Bylaws of Hospital, except that upon the Effective Date of the merger, the Bylaws shall thereupon be amended to read in their entirety as set forth in the Bylaws attached hereto as Appendix II. Such Bylaws shall be the Bylaws of the Surviving Corporation until the same shall thereafter be altered, amended or repealed from time to time in accordance with the law, the Articles of Incorporation of the Surviving Corporation and said Bylaws.

**6. Directors of the Surviving Corporation.**

Unless otherwise changed by the Board of Directors of Hospital, those persons listed on Appendix III shall hold office on and after the Effective Date of the merger as members of the Board of Directors of the Surviving Corporation. The number of directors of the Surviving Corporation and the manner of election shall be fixed from time to time by the Articles of Incorporation or the Bylaws of the Surviving Corporation.

**7. Officers.**

Unless otherwise changed by the Board of Directors of Hospital, those persons listed on Appendix IV, shall be the officers of the Surviving Corporation, in the capacities listed thereon, and shall hold office subject to, and with the powers stated in, the Bylaws of the Surviving Corporation, from the Effective Date of the merger and the number and type of officers and the manner of election shall be fixed from time to time by the Articles of Incorporation or the Bylaws of the Surviving Corporation.

**8. Vacancies in Board of Directors or Offices.**

If on or after the Effective Date of the merger a vacancy shall exist in the Board of Directors or in any of the offices of the Surviving Corporation, such vacancy shall thereafter be filled in the manner provided by the Bylaws of the Surviving Corporation.

**9. Membership.**

CRHS, Foundation and Hospital presently each have members. CRHS is the sole member of Foundation and Hospital. The members of the CRHS Board of Trustees are the members of CRHS. All members of CRHS, Foundation and Hospital shall cease to be members on the Effective Date of the merger. Thereafter, as permitted by Nebraska Nonprofit Corporation Act Section 21-1940, the Surviving Corporation shall not have members as provided in the amended Articles of Incorporation and the amended Bylaws of the Surviving Corporation.

**10. Type of Nonprofit Corporation.**

CRHS, Foundation and Hospital are each public benefit corporations under the Nebraska Nonprofit Corporation Act. Following the merger, the Surviving Corporation will be a public benefit corporation.

**11. Procedural Provisions.**

**(a) Submission to Members.**

This Agreement and Plan of Merger shall comply with provisions of the Nebraska Nonprofit Corporation Act and shall be submitted to the members of CRHS, Foundation and Hospital at meetings separately called for the purpose of approval and held in accordance with and in the manner provided in the statutes of the State of Nebraska and in the manner provided by the Articles of Incorporation and Bylaws of CRHS, Foundation and Hospital.

**(b) Submission to IRS.**

This Agreement and Plan of Merger shall be submitted to the Internal Revenue Service for its approval regarding tax exemption matters.

**(c) Submission to Other Persons.**

On account of the Joint Operating Agreement between Hospital, CRHS, the Board of Regents of the University of Nebraska and Nebraska Health Systems, this Agreement and Plan of Merger shall be submitted to such other parties for their approval, pursuant to the terms of such Joint Operating Agreement.

**(d) Filing.**

Articles of Merger relating to this Agreement and Plan of Merger, and any appropriate certificate in respect thereof, shall be filed by Surviving Corporation with the Secretary of State of the State of Nebraska following such approvals referred to above.

**(e) Effective Date of the Merger.**

Provided that the members of CRHS, Foundation and Hospital shall have met and shall have approved and adopted this Agreement and Plan of Merger by the vote of two-thirds of the votes cast or a majority of the voting power, whichever is less, and provided further that this merger has received acceptable approval by the Internal Revenue Service and by the Board of Regents of the University of Nebraska and the Board of Directors of Nebraska Health Systems, and provided further that Articles of Merger relating to this Agreement and Plan of Merger and any appropriate certificates in respect thereof, have been filed and/or recorded in accordance with the statutes of the State of Nebraska, the merger shall become effective upon the date such documents are filed or recorded, and such date shall be the Effective Date of the merger.

**12. Assets, Liabilities, Reserves, Accounts, etc.**

Upon the merger's becoming effective, the assets, liabilities, reserves and accounts of each corporation shall be taken upon the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of said corporations, subject to such adjustments, or eliminations of intercompany items, if any, as may be appropriate in giving effect to the merger.

**13. Corporate Acts of CRHS and Foundation.**

All corporate acts, plans, policies, approvals and authorizations of CRHS and Foundation, its members, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Date of the merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation, and shall be as effective and binding thereon as the same were with respect to CRHS and Foundation. The employees and agents of CRHS and Foundation shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of CRHS and Foundation.

**14. Termination.**

This Agreement and the merger may be terminated and abandoned by resolutions of all of the Boards of Directors of CRHS, Foundation and Hospital at any

time prior to the merger becoming effective, if circumstances develop which in the opinion of all of such Boards make proceeding with the merger inadvisable. In the event of the termination and abandonment of this Agreement and the merger pursuant to the forgoing provisions of this Paragraph 14, this Agreement shall become void and have no effect, without any liability on the part of either of the corporations, their members, directors or officers in respect thereof.

**15. Certificate Holders.**

Neither CRHS, Foundation nor Hospital has issued any certificates evidencing capital contributions.

**16. Miscellaneous.**

**(a) Governing Law.**

This Agreement and Plan of Merger shall be construed in accordance with the laws of the State of Nebraska.

**(b) Agent for Service of Process in the State of Nebraska.**

The Surviving Corporation shall be subject to service of process in the State of Nebraska in any action or special proceeding for the enforcement of any liability or obligation of CRHS, Foundation or Hospital, and shall be subject to suit in Nebraska in respect of any property transferred or conveyed to it, or the use made of such property, or any transaction in connection therewith, as provided by law. The present registered agent and registered office of Hospital shall continue after the merger as the registered agent and registered office of the Surviving Corporation.

**(c) Notice of Material Facts.**

CRHS, Foundation and Hospital shall each give to the other immediate notice of any claim, event or transaction that would or does materially and adversely affect the business, properties, operations or financial condition of CRHS, Foundation or Hospital.

**(d) Cooperation in Carrying Out Agreement.**

CRHS, Foundation and Hospital agree to cooperate in carrying out the provisions of this Agreement and Plan of Merger to the end that the merger contemplated herein may be duly consummated, and to carry on business and conduct their affairs in, and only in, the usual and customary manner.

**(e) Termination for Failure to Consummate Merger.**

The Board of Directors of either CRHS, Foundation and Hospital may, at its option, terminate this Agreement and Plan of Merger if the merger has not become effective on or prior to March 31, 2001.

**(f) No Rights or Remedies in Third Parties.**

Except as otherwise expressly provided in this Agreement and Plan of Merger, nothing herein expressed or implied is intended, or shall be construed, to confer upon or to give any person, firm or corporation other than CRHS, Foundation and Hospital and their respective members any rights or remedies under or by reason of this Agreement and Plan of Merger.

**17. Execution of Counterparts.**

This Agreement and Plan of Merger may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute but one Agreement and Plan of Merger.

**18. Entire Agreement.**

This Agreement and Plan of Merger, with Appendices hereto, supersede all prior agreements, written or oral, between CRHS, Foundation and Hospital, if any, with respect to the subject matter hereof, as of the date of the execution hereof. This Agreement and Plan of Merger, with Appendices hereto, shall constitute the entire agreement between the parties.

**19. Severability.**

In the event that, for any reason, any provision of this Agreement and Plan of Merger is construed to be invalid, the invalidity of such provision is not to be considered or held to impair or invalidate any other provision of this Agreement and Plan of Merger.

**20. Representations, Warranties, and Covenants.**

(a) CRHS, Foundation and Hospital represents, warrants and covenants to and with each other respectively as follows:

(i) It is a nonprofit, public benefit corporation duly organized, validly existing and in good standing under the Nebraska Nonprofit Corporation Act and has full power and authority to make and perform this Agreement and Plan of Merger according to its terms.

(ii) No approval of this Agreement and Plan of Merger by any regulatory authority is required by law, and neither this Agreement and Plan of Merger nor the performance thereof will violate any provision of its respective Articles of Incorporation or Bylaws or of any applicable law or regulation of any governmental authority.

(iii) It is not subject to any charter, bylaw, mortgage, lien, indenture, judgment or other restriction which would prevent the consummation of the transactions contemplated by this Agreement and Plan of Merger.

(iv) It is not subject to any pending or threatened litigation or proceeding which might materially and adversely affect its financial condition or its continued operations.


**21. Filing of Required Documents.**

The parties each hereby agree to file in a timely manner such documents as are required, in the opinion of their counsel, to be filed with any applicable governmental authority.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed on the day and year first above written.

**CLARKSON REGIONAL HEALTH SERVICES, INC.**  
(a Nebraska nonprofit, public benefit corporation)

Attest:

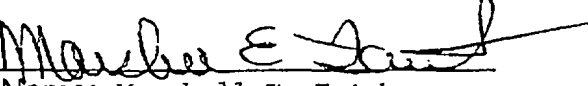
  
Name: Marshall E. Faith  
Title: Secretary

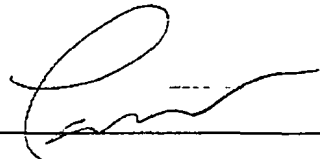
By: 

Name: Louis W. Burgher, M.D., Ph.D.  
Title: President

**BISHOP CLARKSON MEMORIAL HOSPITAL**  
(a Nebraska nonprofit, public benefit corporation)

Attest:


  
Name: Marshall E. Faith  
Title: Secretary

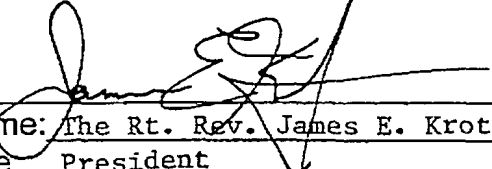
By: 

Name: Louis W. Burgher, M.D., Ph.D.  
Title: President

**BISHOP CLARKSON MEMORIAL FOUNDATION**  
(a Nebraska nonprofit, public benefit corporation)

Attest:

  
Name: Marshall E. Faith  
Title: Secretary

By:   
Name: The Rt. Rev. James E. Krotz  
Title: President



**APPENDIX I**

Amended and Restated  
Articles of Incorporation  
of  
Clarkson Regional Health Services, Inc.  
f/k/a Bishop Clarkson Memorial Hospital

Amended and Restated  
ARTICLES OF INCORPORATION

OF  
CLARKSON REGIONAL HEALTH SERVICES, INC.  
f/k/a BISHOP CLARKSON MEMORIAL HOSPITAL

ARTICLE I

NAME AND STATUS

The name of this Corporation is CLARKSON REGIONAL HEALTH SERVICES, INC. The Corporation is a public benefit corporation.

ARTICLE II

PLACE OF BUSINESS AND REGISTERED AGENT

FIRST: The principal place of business of the Corporation shall be in the City of Omaha, County of Douglas and the State of Nebraska.

SECOND: The registered office of this Corporation in the State of Nebraska is located at 987400 Nebraska Medical Center, Omaha, Nebraska 68198-7400; and the name of its registered agent is William S. Dinsmoor at that address.

ARTICLE III

TIME

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

PURPOSE

The purposes for which the Corporation is organized are:

FIRST: To establish and maintain, directly or indirectly, a hospital and affiliated institutions to provide for the diagnosis, treatment, and care of disabled, injured, sick, or infirm persons, and to provide associated services, irrespective of sex, color, race or religious belief.

SECOND: To develop, conduct, and sponsor educational activities related to the maintenance of health and the care of the sick and injured.

THIRD: To promote, encourage, and sponsor research, publication, and teaching related to the diagnosis, treatment, and care of the sick and injured.

FOURTH: To conduct and sponsor educational and training programs for nurses and other persons engaged in hospital, administrative, medical, and health related professions or occupations.

FIFTH: To solicit, receive and manage state, Federal, local and private grants, gifts, donations, devises and bequests; and to provide grants, loans, scholarships, and donations in furtherance of the aforementioned charitable objects and purposes, and to advance the quality and availability of health care services.

SIXTH: To do anything necessary, proper, advisable or convenient for the accomplishment of the purposes herein above authorized including, but not by way of limitation, the ownership, leasing, maintenance and operation of facilities providing pharmacy services; space for incidental sales of meals and gifts to patients, employees, and visitors of the hospital; parking for staff, employees, patients, and visitors; computer services; office space for members of the medical staff and other professionals associated with the Corporation; and direct or indirect participation in joint or coordinated planning, service, development, management, operations, ventures, organizations, institutes or endeavors.

SEVENTH: Notwithstanding any other provision of these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3), or by an organization, contributions to which are deductible under Section 170(c)(2), of the Internal Revenue Code of 1986, as amended from time to time (or any successor United States Internal Revenue Law).

EIGHTH: Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation and to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 as amended from time to time (or any successor United States Internal Revenue Law) and as the Board of Directors shall determine.

## ARTICLE V

### POWERS

Subject to the express limitation that the corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity, that would invalidate its status (a) as a corporation which is exempt from Federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, or (b) as a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, the enumeration of specific objects, purposes and powers shall not limit or restrict the meaning of the general powers of the corporation, and the corporation shall have and possess all powers and rights conferred

upon corporations by the Nebraska Nonprofit Corporation Act and any enlargement of such powers conferred by subsequent legislative acts; and, in addition thereto, the corporation shall have and exercise all powers and rights not otherwise denied nonprofit corporations by the laws of the State of Nebraska, as are necessary, suitable, proper, convenient or expedient to the attainment of the purposes set forth in Article IV, herein.

## ARTICLE VI

### MANAGEMENT

FIRST: The corporate powers of this Corporation shall be vested in a Board of Directors consisting of not less than six (6) nor more than fifteen (15) members, as established by the Bylaws or the Board of Directors.

SECOND: The Directors of said Corporation shall be elected by the Board of Directors of the Corporation; the Directors shall serve until their successors have been elected. Nomination and election of Directors shall be made at such time and in such manner as provided in the Bylaws.

THIRD: The Board of Directors of the Corporation shall have power to fill or leave unfilled, until the next election, all vacancies occurring on the Board of Directors.

FOURTH: The Directors shall have power to adopt such rules and regulations as they may deem expedient for the transaction of the business of this Corporation, which are not inconsistent with these Articles of Incorporation or the Bylaws of the Corporation.

FIFTH: The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees to the extent permitted by law

and provided in the Bylaws or such resolutions shall have and may exercise the authority of the Board of Directors in the management of the Corporation.

## ARTICLE VII

### OFFICERS

The officers of this Corporation shall be a Chairman, a Vice Chairman, a President, a Chief Executive Officer, a Secretary, and a Treasurer. The Chairman, Vice Chairman, Secretary, and Treasurer shall be members of the Board of Directors chosen by the Directors from among their own number.

The Corporation may have one or more Vice Presidents, an Assistant Secretary, an Assistant Treasurer, and such other subordinate officers, none of whom need be Directors, with such duties, powers, and authority as may be provided in the Bylaws or Resolutions of the Board of Directors.

The duties of the officers shall be defined in the Bylaws.

## ARTICLE VIII

### AMENDMENTS

These articles may be amended upon adoption by the Board of Directors of a resolution setting forth the amendment in the manner provided by law.

## ARTICLE IX

### LIMITATION OF LIABILITY

The Directors, officers, the Nebraska Diocese of the Episcopal Church of the United States of America, or its successors, and any of their affiliated organizations and agencies, shall not be liable for the debts, liabilities or obligations of this Corporation, and the private property of such persons, corporations, affiliates, organizations and agencies shall not be subject to the payment of corporate debts.

## ARTICLE X

### PROHIBITION OF PRIVATE BENEFIT; LIMITATION OF ACTIVITIES

This Corporation shall have no capital stock and shall not declare or pay dividends. No part of the net earnings of the Corporation shall inure to the benefit of any Director, officer or other individual, or to the benefit of any organization not qualified for tax exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time (or any successor United States Internal Revenue Law), and Regulations relating thereto that are duly promulgated from time to time. The Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office; and the carrying on of propaganda or otherwise attempting to influence legislation shall not be a substantial part of the activities of the Corporation.

## ARTICLE XI

### NONPROFIT CORPORATION

This Corporation is organized under the Nebraska Nonprofit Corporation Act, NEB. REV. STAT. §21-1901 et seq., as amended from time to time.

## ARTICLE XII

### NO MEMBERS

The Corporation shall have no members.

## ARTICLE XIII

### SUPERSESSION

These Amended and Restated Articles of Incorporation supersede the original Articles of Incorporation of the Corporation and all amendments thereto and previous revisions thereof.

These Amended and Restated Articles of Incorporation were duly adopted by the Board of Directors and then existing member of Clarkson Regional Health Services, Inc., f/k/a Bishop Clarkson Memorial Hospital upon proper notice (or upon the proper waiver thereof) at a meeting (or meetings) on August 7, 2000 and October 15, 2000, respectively.

Dated Effective: December 26, 2001.

CLARKSON REGIONAL HEALTH  
SERVICES, INC.  
f/k/a BISHOP CLARKSON MEMORIAL  
HOSPITAL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary



## APPENDIX II

Amended and Restated Bylaws for  
Clarkson Regional Health Services, Inc.  
f/k/a Bishop Clarkson Memorial Hospital

ADOPTED July 8, 1974  
AMENDED May 12, 1975  
AMENDED August 11, 1975  
AMENDED May 10, 1976  
AMENDED February 14, 1977  
AMENDED March 14, 1977  
AMENDED June 12, 1978  
AMENDED July 10, 1978  
AMENDED December 8, 1980  
AMENDED November 9, 1981  
AMENDED November 25, 1987  
AMENDED May 8, 1989  
AMENDED June 25, 1990  
AMENDED May 20, 1991  
AMENDED April 29, 1992  
AMENDED April 15, 1996  
AMENDED December 26, 2001

AMENDED AND RESTATED BYLAWS FOR  
CLARKSON REGIONAL HEALTH SERVICES, INC.  
f/k/a BISHOP CLARKSON MEMORIAL HOSPITAL

ARTICLE I.

PURPOSES AND POWERS

SECTION 1. Purposes.

The purposes for which this Corporation is organized are:

1. To establish and maintain, directly or indirectly, a hospital and affiliated institutions to provide for the diagnosis, treatment, and care of injured, sick or infirm persons, and to provide associated services.

2. To develop, conduct, and sponsor educational activities related to the maintenance of health and the care of the sick and injured.

3. To promote, encourage, and sponsor research, publication, and teaching related to the diagnosis, treatment, and care of the sick and injured.

4. To conduct and sponsor educational and training programs for nurses and other persons engaged in hospital, administrative, medical and health related professions or occupations.

5. To solicit, receive and manage state, Federal, local and private grants, gifts, donations, devises and bequests; and to provide grants, loans, scholarships, and donations in furtherance of the aforementioned charitable objects and purposes, and to advance the quality and availability of health care services.

6. To do anything necessary, proper, advisable or convenient for the accomplishment of the purposes hereinabove authorized including, but not by way of limitation, the ownership, leasing, maintenance and operation of facilities providing pharmacy services; space for incidental sales of meals and gifts to patients, employees, and visitors of the hospital; parking for staff, employees, patients, and visitors; computer services; office space for members of the medical staff and other professionals associated with the Corporation; and direct or indirect participation in joint or coordinated planning, service,

development, management, operations, ventures, organizations, institutes or endeavors.

7. Notwithstanding any other provisions of these Bylaws, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3), or by an organization, contributions to which are deductions under Section 170(c)(2), of the Internal Revenue Code of 1986, as amended from time to time (or any successor United States Internal Revenue Law).

8. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation and to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue code of 1986 and as the Board of Directors shall determine.

SECTION 2. Powers.

Subject to Article V of the Amended and Restated Articles of Incorporation, as amended from time to time, the Corporation shall have and exercise all powers and rights conferred upon corporations organized and existing under the Nebraska Nonprofit Corporation Act and any additional powers and rights conferred

upon such corporations by subsequent legislative acts to do anything necessary, proper, advisable or convenient for the accomplishment of the purposes hereinabove authorized including, but not by way of limitation, directly or indirectly, the ownership, leasing, maintenance and operation of facilities providing pharmacy services; space for incidental sales of meals and gifts to patients, employees, and visitors of the hospital; parking for staff, employees, patients, and visitors; computer services; and office space for members of the medical staff and other professionals associated with the Corporation.

## ARTICLE II.

### NO MEMBERS

The Corporation shall have no members.

## ARTICLE III.

### BOARD OF DIRECTORS

SECTION 1. General Powers. The business, property, and affairs of the Corporation shall be managed by the Board of Directors.

SECTION 2. Qualification of Directors. Members of the Board shall be selected for their ability to participate effectively in fulfilling the responsibilities of the Board and of the Corporation.

SECTION 3. Number. The Directors of this Corporation shall not be less than six (6) nor more than fifteen (15) in number. The Chairman of the Clarkson Private Practice Associates and the President of the Private Practice Category of the Medical Staff of Nebraska Health System shall serve as ex officio and voting members of the Board. The Board may honor and recognize the contribution of time and effort of certain of its present or former Directors by nominating any such Director as a Director Emeritus. Any such Director so nominated may be elected as a Director Emeritus by the Board of Directors at its annual meeting, or at any other meeting for the election of Directors. A vacancy among the voting members of the Board created by the election of one of its members as a Director Emeritus may be filled as provided in Section 13 of this Article. A Director Emeritus shall serve as a non-voting member of the Board and shall not be counted as part of the minimum or maximum number of directors. A majority of the members of the Board of Directors (and of any nominating committee for the Board of Directors) shall be other than health care providers and other than employees of the Corporation.

SECTION 4. Term. Each Director or his successor shall be elected by the then existing Board of Directors and shall serve for a term of three (3) years or until a successor has been elected and has qualified. A Director Emeritus may serve for life.

SECTION 5. Election of Directors. At each meeting of Directors for the election of Directors, each nominee receiving a majority of the votes of the Directors voting shall be a Director or Director Emeritus, as the case may be. There shall be no cumulative voting.

SECTION 6. Quorum and Manner of Acting. A majority of the Directors at the time in office shall constitute a quorum for the transaction of business at any meeting. Except as otherwise provided by the laws of the State of Nebraska, or the Articles of Incorporation, or these Bylaws, the affirmative vote of a majority of the Directors present at any meeting at which a quorum is present shall be required for the taking of any action by the Board of Directors. In the absence of a quorum at any meeting of the Board, such meeting need not be held, or a majority of the Directors present thereat, or if no Director be present, the Secretary, may adjourn such meeting from time to time until a quorum shall be present. Notice of any adjourned meeting need not be given.

SECTION 7. Offices; Places of Meetings. The Board of Directors may hold meetings and have an office or offices at such place or places within or without the State of Nebraska as the Board may from time to time determine, and in the case of meetings, as shall be specified or fixed in the respective notices or waivers of notice thereof, except where other provision is made

in the laws of the State of Nebraska, the Articles of Incorporation, or these Bylaws.

SECTION 8. Annual Meeting. The Board of Directors shall meet for the purpose of organization, the election of Directors and officers, and the transaction of other business, on the first Monday in May of each year, or on any other date as determined by the Board of Directors, if not a legal holiday in the State of Nebraska, and if a legal holiday, then on the next succeeding business day not a legal holiday. Such meeting shall be called and held at the place and time specified in the notice or waiver of notice thereof as in the case of a special meeting of the Board of Directors..

SECTION 9. Regular Meetings; Notice; Attendance. Regular meetings of the Board of Directors shall be held quarterly at such time and place as shall be fixed by resolution adopted by a majority of, and communicated to all, the members of the Board. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at such place at the same hour on the next succeeding business day not a legal holiday. Notice of regular meetings shall be mailed to each Director, addressed to the Director at the Director's usual place of business or residence at least three (3) days before the day on which the meeting is to be held. All Directors shall regularly attend meetings of the Board. The average attendance for the



entire Board of Directors, considered collectively, during any one twelve (12) month period shall be fifty percent (50%) of the regularly scheduled meetings; and those Directors who fail to attend meetings or actively participate in corporate affairs may be considered for removal from office in accordance with Section 12 of this Article.

SECTION 10. Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by the Chairman or by any five (5) of the Directors. Notice of each such meeting shall be given to each Director, at least three (3) days before the day on which the meeting is to be held. Each such notice shall state the time and place of the meeting but need not state the purposes thereof except as otherwise herein expressly provided. However, notice of any such meeting need not be given to any Director if waived by the Director in writing whether before or after such meeting shall be held, or if the Director shall be present at such meeting; and any meeting of the Board shall be a legal meeting without regard to whether any notice thereof shall have been given if all the Directors shall be present thereat.

SECTION 11. Resignation. Any Director may resign at any time by giving written notice of such Director's resignation to the Board of Directors or to the Chairman or the Secretary. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless

otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 12. Removal of Directors. Any Director may be removed for cause at any time, by a two-thirds (2/3) vote of the Board of Directors, and the vacancy in the Board of Directors caused by any such removal may be filled by the Board at such meeting.

SECTION 13. Vacancies. Any vacancy in the Board of Directors caused by death, resignation, removal, disqualification, an increase in the number of Directors, or any other cause, may be filled by a majority vote of the remaining Directors then in office (including any Director who has submitted a resignation which is to be effective at a future date). Each Director so elected shall hold office for the remainder of the term of the Director by whom the vacancy was created, or until the Director's death or resignation or removal in the manner herein provided.

SECTION. 14.. Auxiliary Organizations. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, establish one or more auxiliary organizations in keeping with the purposes of the Corporation. There shall be bylaws, rules, and regulations, or amendments thereto, for any auxiliary organization that set forth its organization and government. Proposed bylaws, rules and regulations should be recommended by the auxiliary organization, subject to approval by the Board of Directors. The power of the Board of Directors to

adopt or amend auxiliary organization bylaws, rules and regulations shall not be dependent upon ratification by the auxiliary organization staff.

#### ARTICLE IV.

##### COMMITTEES

SECTION 1. The Board of Directors may establish such standing or special Committees as it shall from time to time determine.

#### ARTICLE V.

##### OFFICERS

SECTION 1. Number. The officers of this Corporation shall be a Chairman, a Vice Chairman, a President, a Chief Executive Officer, a Secretary and a Treasurer, and such other officers as the Board of Directors may authorize. All officers shall be elected or appointed by the Board of Directors from among its own membership, and the officers of the Corporation shall be the officers of the Board of Directors. In addition, there may be such subordinate officers, agents, and employees as may be appointed in accordance with the provisions of this Article.

SECTION 2. Election and Term of Office. The officers of the Corporation, except such officers as may be appointed in accordance with the provisions of this Article, shall be elected annually by the Board of Directors. Each officer, except such officers as may be appointed in accordance with the provisions of

this Article, shall hold office until such officer's successor shall have been duly elected and qualified, or until death or until such officer shall resign or shall have been removed in the manner herein provided.

SECTION 3. Subordinate Officers. In addition to the principal officers enumerated in this Article, the Corporation may have such other officers, agents, and employees as the Board of Directors may deem necessary, including one or more Assistant Treasurers and one or more Assistant Secretaries, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. The Board of Directors may delegate to any principal officer the power to appoint or remove any such subordinate officers, agents, or employees.

SECTION 4. Removal. Any officer may be removed with cause, by the vote of a majority of the whole Board of Directors at a special meeting called for the purpose of such removal. Removal of a Director shall automatically act as removal of such Director as an officer.

SECTION 5. Resignation. Any officer may resign at any time by giving written notice of resignation to the Board of Directors or to the Chairman or the Secretary. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the

acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in these Bylaws for regular election or appointment to such office.

SECTION 7. The Chairman. The Chairman shall preside at all meetings of the Board of Directors at which the Chairman is present, and shall perform all such duties as are incident to such office or as are properly required by the Board of Directors. The Chairman shall have authority to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, when authorized by the Board of Directors, except in cases where signing and execution thereof shall be expressly delegated by the Board of Directors or these Bylaws to some other officer, agent, or employee of the Corporation. The Chairman shall be ex officio a member of all committees.

SECTION 8. The Vice Chairman. The Vice Chairman shall perform such duties as from time to time may be assigned by the Board of Directors.

SECTION 9. The President. The President shall serve as the Chief Executive Officer and shall also act as Chairman in the absence of the Chairman, and when so acting shall have the power and authority of the Chairman. In the case of death, disability,

resignation, or the inability to serve of the Chairman, the President shall succeed the Chairman in office as Chairman for the remainder of the Chairman's term of office, and when so acting shall have the power and authority of the Chairman.

SECTION 10. The Treasurer. It shall be the duty of the Treasurer to have charge of all of the funds of the Corporation. The Treasurer shall see that an accounting system is maintained in such a manner as to give a true and accurate accounting of the financial status of the Corporation, and submit a financial statement at each regular meeting of the Board of Directors, or whenever otherwise called upon by the Board to do so. The Treasurer shall see that all monies collected are properly deposited in such banks, trust companies, and other depositories as shall be selected in accordance with the provisions of these Bylaws. The Treasurer shall disburse or cause to be disbursed by check all monies of the Corporation as the Board directs, and shall give bond in the sum as the Board of Directors may require, conditional upon the faithful performance of the duties of his office.

SECTION 11. The Secretary. The Secretary shall record or cause to be recorded in books provided for the purpose, the minutes of the meetings of the members, the Board of Directors, and all committees. The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law; shall be custodian of all corporate records.

and of the seal of the Corporation, shall see that the books, reports, statements, certificates, and all other documents and records required by law are properly kept and filed; and in general, shall perform all duties incident to the office of Secretary, and any other duties as may, from time to time, be assigned by the Board of Directors, the Chairman or the Vice Chairman.

## ARTICLE VI.

### CONTRACTS, LOANS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

SECTION 1. Execution of Contracts. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers or other person or persons to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances, and unless so authorized by the Board of Directors or by the provisions of these Bylaws, no officer or other person shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or to any amount.

SECTION 2. Loans. No loan shall be contracted on behalf of the Corporation, and no negotiable papers shall be issued in its name except by such officer or officers or other person or persons as may be designated by the Board of Directors from time to time.

If and to the extent authorized by the Board of Directors, the power to contract loans or issue negotiable papers may be delegated by any such officer or officers or other person or persons.

SECTION 3. Checks, Drafts, Etc. All checks, drafts, bills of exchange, and other orders for the payment of money, letters of credit, acceptances, obligations, notes, and other evidences of indebtedness, bills of lading, warehouse receipts, and insurance certificates of the Corporation shall be signed or endorsed by such officer or officers or other person or persons as may be designated by the Board of Directors from time to time. If and to the extent authorized by the Board of Directors, the power to sign or endorse any such instrument may be delegated by any such officer or officers or other person or persons.

SECTION 4. Bank Accounts. The Board of Directors may from time to time authorize the opening and maintenance of general and special bank and custodial accounts with such banks, trust companies, and other depositories as it may select. Rules, regulations, and agreements applicable to such accounts may be made, and changed from time to time, by the Board of Directors. Any of such powers of the Board of Directors with respect to bank and custodial accounts may be delegated by the Board of Directors to any officer or officers or other person or persons as may be designated by the Board of Directors, and if and to the extent authorized by the Board of Directors, such power may be further



delegated by any such officer or officers or other person or persons.

## ARTICLE VII.

### INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

SECTION 1. General. Every person (and the heirs and legal representatives of such person) who is or was a director, officer, employee, or agent of the Corporation, or of any other corporation, partnership, joint venture, trust or other enterprise which such person serves or served as such at the request of the Corporation, may in accordance with this Article VII be indemnified by the Corporation against any and all expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with or resulting from any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) in which such person may become involved, as a party or otherwise by reason of being or having been a director, officer, employee, or agent of the Corporation or such other corporation, partnership, joint venture, trust, or other enterprises, whether or not such person continues to be such at the time such liability or expense is incurred, provided:

(a) In the case of any threatened, pending, or completed action or suit brought by or in the right of the

Corporation to procure a judgment in its favor, that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and has not been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the Corporation; provided however, that if and only to the extent that the Court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court shall deem proper, such person shall be indemnified by the Corporation in accordance with the Court's Order and the provisions of this Article VII; and

(b) In the case of any threatened, pending, or completed action or suit, not covered by clause (a), such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and in addition, in any criminal action or proceeding had no reasonable cause to believe that such person's conduct was unlawful.

The termination of any action, suit, or other proceeding, by judgment, order, settlement (whether with or without Court approval), or conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that such

person did not meet the standards of conduct set forth in this paragraph.

SECTION 2. Determination of Entitlement to Indemnification.

Every person (and the heirs and legal representatives of such person) referred to in Section 1 of this Article VII who has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 hereof, or in defense of any claim, issue or matter therein, shall be entitled to indemnification as provided in said Section 1 as of right. Except as provided in the preceding sentence, any indemnification under said Section 1, unless ordered by a Court, shall be made by the Corporation, but only if either:

(a) The Board of Directors, acting by a quorum consisting of Directors who were not parties to such action, suit, or other proceeding, shall find that such person has met the standards of conduct set forth in said Section 1, or

(b) If such quorum is not obtainable, or, even if obtainable a quorum of disinterested Directors so directs, independent legal counsel (who may be regular counsel of the Corporation) shall deliver to the Corporation their written advice that, in their opinion, such person has met such standards, or

(c) The Member shall find that such person has met the standards of conduct set forth in said Section 1.

SECTION 3. Advancement of Expenses. Expenses incurred with respect to any action, suit, or other proceeding of the character described in Section 1 of this Article VII may be paid by the Corporation in advance of the final disposition thereof as authorized in the manner provided in Section 2 hereof, upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification under this Article VII.

SECTION 4. Rights Not Exclusive. The rights to indemnification provided in this Article VII shall be in addition to any rights to which any person (or the heirs or legal representative of such person) referred to in Section 1 of this Article VII may otherwise be entitled under any bylaws, agreement, vote of members or disinterested Directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Corporation or such other corporation, partnership, joint venture, trust, or other enterprise.

#### ARTICLE VIII.

##### ADMINISTRATION

SECTION 1. The Board of Directors shall select and appoint a competent Chief Executive Officer who shall be its representative in the management of the Corporation. The Chief Executive Officer

shall be given the necessary authority and responsibility to operate the Corporation in all of its respective activities and departments, subject only to such policies as may be established and approved by the Board of Directors or by any of its committees to which it has delegated power for such action, and reserving to the Board the overall corporate responsibility for the conduct of the Corporation. . The Chief Executive Officer shall act as the duly authorized representative of the Board of Directors in all operating and administrative matters in which the Board of Directors has not formally designated some other person to so act and shall report the Chief Executive Officer's activities to the entire Board as it may require.

SECTION 2. The authority and responsibility of the Chief Executive Officer shall include:

(a) Carrying out all policies established by the Board of Directors and advising on the formation of these policies.

(b) Developing and submitting to the Board of Directors for approval a plan of organization for the conduct of the Corporation and recommended changes when necessary.

(c) Preparing an annual budget showing the expected revenue and expenditures as required by the Board of Directors.

(d) Selecting, employing, controlling, and discharging employees and developing and maintaining personnel policies and practices for the Corporation.

(e) Maintaining physical properties in a good and safe state of repair and operating condition.

(f) Supervising business affairs to ensure that funds are collected and expensed to the best possible advantage.

(g) Presenting to the Board of Directors, or its authorized committee, periodic reports reflecting the professional services and financial activities of the Corporation and such special reports as may be required by the Board of Directors.

(h) Attending meetings of the Board of Directors and any of its committees.

(i) Serving as the liaison and channel of communications between the Board of Directors and any of its committees .

(j) Preparing a plan for the achievement of the Corporation's specific objectives and periodically reviewing and evaluating that plan.

(k) Representing the Corporation in its relationship with other health agencies.

(l) Performing other duties that may be necessary or in the best interest of the Corporation.

ARTICLE IX.

CLARKSON COLLEGE

The Board of Directors of the hospital shall be ultimately responsible for the quality of the educational program of the Clarkson College and the educational welfare of the persons who will be students and graduates of the college. The college is and shall be governed by separate articles of incorporation and in accordance with separate bylaws as amended from time to time by the board of directors of Bishop Clarkson College.

ARTICLE X.

CONFLICTS OF INTEREST

A director, executive officer or employee of the Corporation shall not, in the absence of fraud, be disqualified by such person's office or employment from dealing or contracting with the Corporation, either as a vendor, purchaser, or otherwise, nor in the absence of fraud shall, insofar as permitted by statute, any transaction or contract of the Corporation be void or voidable or affected by reason of the fact that any director, executive officer or employee or any firm or corporation of which any such person is a member, officer, director, or shareholder, is in any way interested in such transaction or contract; provided that, at the meeting of the Board of Directors or of a committee thereof having authority in the premises to authorize or confirm such contact or transaction, the interest of such director, executive

officer, employee, firm, or corporation is disclosed or made known, and there shall be present a quorum of the Board of Directors or of the directors constituting such committee, and such quorum, which majority shall consist of directors not so interested or connected. Directors so interested may be counted when present at meetings of the Board of Directors or of such committee for the purpose of determining the existence of a quorum.

#### ARTICLE XI.

##### AMENDMENTS

These Bylaws may be amended by a majority vote of the number of Directors in office at any annual, regular or special meeting of the Board of Directors.



### APPENDIX III

Post-Merger Directors of  
Clarkson Regional Health Services, Inc.  
(f/k/a Bishop Clarkson Memorial Hospital)

Bruce R. Lauritzen

Kenneth E. Stinson

Lewis E. Trowbridge

Robert Storz Howard

James E. Landen

James T. Canedy (or the then ex officio member)

Steven B. Black

Marlin G. Stahl

Right Reverend James E. Krotz

George M. Greene (or the then ex officio member)

Morris Heitman

Pete Wenstrand

## APPENDIX IV

Post-Merger Officers of  
Clarkson Regional Health Services, Inc.  
(f/k/a Bishop Clarkson Memorial Hospital)

Chairman, Bruce R. Lauritzen

Vice Chairman, Kenneth E. Stinson

President, Marlin G. Stahl

Chief Executive Officer, Louis W. Burgher

Treasurer, Robert Storz Howard

Secretary, James T. Canedy