

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379570

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	12/31/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Community Hospitals of Indiana, Inc.		12/31/2011	Non-Profit Corporation:

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Community Health Network, Inc.	12/31/2011	Non-Profit Corporation:

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Community Health Network, Inc.
Street Address:	7330 Shadeland Station
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46256
Entity Type:	Non-Profit Corporation: INDIANA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1431572	
Registration Number:	1530202	MEDCHECK
Registration Number:	1590229	HOOK REHABILITATION CENTER

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 317-236-2100
Email: ipdocket@icemiller.com
Correspondent Name: Jana E. Harris, Ice Miller LLP
Address Line 1: One American Sq., Ste. 2900
Address Line 4: Indianapolis, INDIANA 46282

NAME OF SUBMITTER:	Jana E. Harris
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OP \$90.00 1431572

SIGNATURE:	/Jana E. Harris/
DATE SIGNED:	04/06/2016
Total Attachments: 35	
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**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF MERGER

of

COMMUNITY HOSPITALS OF INDIANA INC

I, CHARLES P. WHITE, Secretary of State of Indiana, hereby certify that Articles of Merger of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

The following non-surviving entity(s):

COMMUNITY HEALTH NETWORK, INC.

a(n) Non-Profit Domestic Corporation

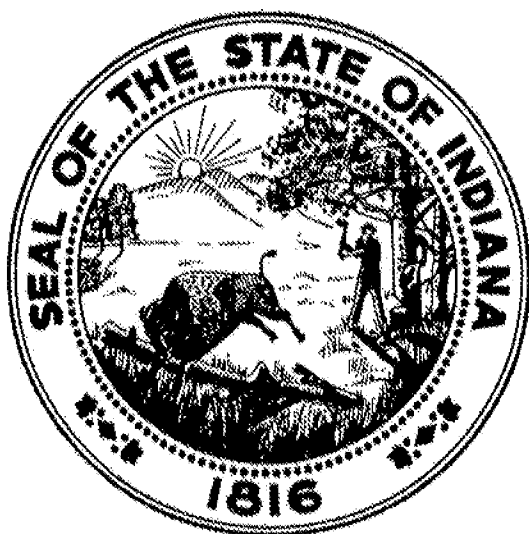
merged with and into the surviving entity:

COMMUNITY HOSPITALS OF INDIANA INC

The name following said transaction will be:

COMMUNITY HEALTH NETWORK, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Saturday, December 31, 2011.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 27, 2011.

A handwritten signature in black ink that reads "Charles P. White".

CHARLES P. WHITE,
SECRETARY OF STATE

192854A118 / 2011122860330

APPROVED
AND
FILED

Charles P. White
IND. SECRETARY OF STATE

ARTICLES OF MERGER OF
COMMUNITY HEALTH NETWORK, INC.
WITH AND INTO
COMMUNITY HOSPITALS OF INDIANA, INC.

INDIANA SECRETARY OF STATE
RECEIVED

2011 DEC 27 PM 3:30

In accordance with the requirements of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), Community Hospitals of Indiana, Inc., an Indiana nonprofit corporation, and Community Health Network, Inc., an Indiana nonprofit corporation, desiring to effect a merger (the "Merger"), set forth the following facts:

ARTICLE I

Surviving Corporation

Section 1.01. The name of the corporation surviving the Merger is Community Hospitals of Indiana, Inc. (the "Surviving Corporation"). The name of the Surviving Corporation immediately following the Merger is "Community Health Network, Inc."

Section 1.02. The Surviving Corporation is an Indiana nonprofit corporation existing pursuant to the provisions of the Act, incorporated on May 22, 1952.

ARTICLE II

Merging Corporation

Section 2.01. The name of the corporation merging into the Surviving Corporation is Community Health Network, Inc. (the "Merging Corporation").

Section 2.02. The Merging Corporation is an Indiana nonprofit corporation existing pursuant to the provisions of the Act, incorporated on April 29, 1982.

ARTICLE III

Agreement and Plan of Merger

The Agreement and Plan of Merger of the Merging Corporation into the Surviving Corporation (the "Merger Agreement"), containing such information as required by § 23-17-19-1(b) of the Act, is set forth as Exhibit A attached hereto and made a part hereof.

ARTICLE IV

Effective Time

Pursuant to § 23-17-19-4(b) of the Act and the terms of the Merger Agreement, the effective time of the Merger will be 11:59:59 p.m. EST on December 31, 2011.

ARTICLE V

Manner of Adoption and Vote

Section 5.01. Action by Surviving Corporation.

(a) Action by Directors. The Merger Agreement was approved by the members of the Board of Directors of the Surviving Corporation by written consent dated November 17, 2011.

(b) Action by Members. The members of the Surviving Corporation, being all of the "members" (within the meaning of the Act) entitled to vote with respect to the Merger Agreement, approved the Merger Agreement at a meeting duly called and held on December 5, 2011.

The designation of members, number of memberships outstanding, the number of votes entitled to be cast, the number of votes indisputably voting with respect to the Merger Agreement, the number of votes in favor of the adoption of the Merger Agreement, and the number of votes against such adoption are as follows:

Designation of members:	Community Health Network Member	Active Medical Staff Members
Number of memberships outstanding:	<u>1</u>	<u>693</u>
Number of votes entitled to be cast:	<u>1</u>	<u>693</u>
Number of votes indisputably voting:	<u>1</u>	<u>223</u>
Number of votes cast in favor:	<u>1</u>	<u>216</u>
Number of votes cast against:	<u>0</u>	<u>7</u>

The number of votes cast in favor of the adoption of the Merger Agreement by the members is sufficient for approval by the members.

Section 5.02. Action by Merging Corporation.

(a) Action by Directors. The Merger Agreement was approved by the members of the Board of Directors of the Merging Corporation at a meeting duly called and held on November 14, 2011, at which a quorum of such Board was present.

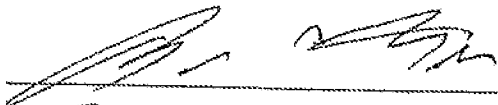
(b) Action by Members not Required. The Merging Corporation has no members; therefore, approval of the Merger Agreement by the members is not required and the Merger Agreement was approved by sufficient vote of the Board of Directors.

Section 5.03. Compliance with Legal Requirements. The manner and adoption of the Merger Agreement and the votes by which it was adopted, constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the Bylaws of the Surviving Corporation and the Merging Corporation.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation have caused these Articles of Merger to be executed by a duly authorized officer acting for and on behalf of each such corporation and each such officer verifies and affirms subject to penalties of perjury that the statements contained herein are true, this 20th day of December, 2011.

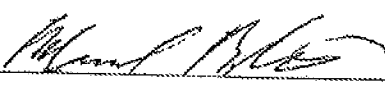
COMMUNITY HEALTH NETWORK, INC.
an Indiana nonprofit corporation

By: 

Printed: Bryan A. Mills

Title: President & CEO

COMMUNITY HOSPITALS OF INDIANA, INC.
an Indiana nonprofit corporation

By: 

Printed: Michael Blanchet

Title: President & CEO

This instrument was prepared by Malene T. Prince, ICE MILLER, LLP One American Square, Suite 2900, Indianapolis, Indiana 46282-0200.
1/2598819.4

Exhibit A

Agreement and Plan of Merger

1/2598819.4

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and executed as of the 20th day of December, 2011, (the "Approval Date") by and between Community Health Network, Inc., an Indiana nonprofit corporation ("Merging Corporation"), and Community Hospitals of Indiana, Inc., an Indiana nonprofit corporation ("Surviving Corporation").

WITNESSETH:

WHEREAS, Merging Corporation is a corporation duly organized and validly existing under the laws of the State of Indiana, having been incorporated on April 29, 1982;

WHEREAS, Surviving Corporation is a corporation duly organized and validly existing under the laws of the State of Indiana, having been incorporated on May 22, 1952;

WHEREAS, the respective Boards of Directors of Merging Corporation and Surviving Corporation, by appropriate resolutions, have adopted this Agreement, and each Board of Directors, as the case may be, has determined that it is in the best interests of Merging Corporation and Surviving Corporation that Merging Corporation be merged with and into Surviving Corporation (the "Merger") on the terms and conditions set forth in this Agreement and in accordance with the applicable provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act");

WHEREAS, the members of Surviving Corporation have approved this Agreement; and

WHEREAS, the Merging Corporation has no Members.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements, covenants and conditions set forth in this Agreement, and for the purpose of setting forth the terms, conditions and method of effecting the Merger, the Merging Corporation and Surviving Corporation hereby agree as follows:

ARTICLE I

The Merger and Its Effects

Section 1.01. The Merger. Merging Corporation and Surviving Corporation shall be merged into a single corporation in accordance with the applicable provisions of the Act, by Merging Corporation merging with and into Surviving Corporation, which shall survive the Merger. Surviving Corporation shall continue to be an Indiana nonprofit corporation and the name of Surviving Corporation following the merger shall be "Community Health Network, Inc."

Section 1.02. Effective Time. The effective time of the Merger (the "Effective Time") shall be 11:59:59 p.m. EST on December 31, 2011.

Section 1.03. Effects of the Merger. At and as of the Effective Time of the Merger:

(a) The separate existence of Merging Corporation shall cease except to the extent provided by the laws of the State of Indiana in the case of a corporation after its merger with and into another corporation.

(b) Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public and private rights, privileges, immunities, powers and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of the Merging Corporation. All property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to the Merging Corporation shall be taken by and deemed to be transferred to and vested in Surviving Corporation without further act, deed or other instrument. The title to any real estate or any interest therein, vested by deed or otherwise in Merging Corporation, shall not revert or be in any way impaired by reason of the Merger.

(c) All rights of creditors and all liens (if any) upon the property of Merging Corporation shall be preserved unimpaired by the Merger and all debts, liabilities, obligations and duties (collectively, "Obligations") of Merging Corporation shall become the responsibility and liability of Surviving Corporation and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it.

(d) All corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of Merging Corporation, its Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of Surviving Corporation and shall be as effective and binding upon it at the Effective Time as they were upon Merging Corporation before the Effective Time.

(e) The employees of Surviving Corporation and Merging Corporation immediately prior to the Effective Time shall become and continue to be employees of Surviving Corporation, and such employees of Merging Corporation shall be treated by Surviving Corporation for all permissible purposes as if they had been employees of Surviving Corporation for the entirety of their employment.

(f) Surviving Corporation shall make all reasonable efforts to maintain relationships with, and provide appropriate recognition to, any individual who has served as a volunteer or made a donation to Merging Corporation prior to the Merger.

(g) At the Effective Time, the Surviving Corporation's Articles of Incorporation, as in effect immediately prior to the Effective Time, shall be amended in its entirety to be substantially in the form of Exhibit A attached hereto ("Articles of Incorporation"), and as so amended, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Articles of Incorporation.

(h) At the Effective Time, the Surviving Corporation's Bylaws, as in effect immediately prior to the Effective Time, shall be amended in its entirety to be substantially in the form of Exhibit B attached hereto ("Bylaws"), and as so amended, shall be the Bylaws of the

Surviving Corporation until thereafter amended as provided by law, the Articles of Incorporation or such Bylaws.

Section 1.04. Accounting Matters. As of the Effective Time:

(a) The respective assets of Merging Corporation shall be continued on the books of Surviving Corporation in the amounts at which such assets were carried on their respective books immediately before the Effective Time.

(b) The respective liabilities and reserves of Merging Corporation (except for retained earnings) shall be continued on the books of Surviving Corporation in the amounts at which such liabilities and reserves were carried on their respective books immediately before the Effective Time.

(c) The retained earnings of Merging Corporation shall be continued on the books of Surviving Corporation as retained earnings in the amount at which it was carried on the books of Merging Corporation immediately before the Effective Time.

ARTICLE II

Directors and Officers

Section 2.01. Directors. Effective as of the Effective Time, the Board of Directors of Surviving Corporation shall be comprised of the directors from the Merging Corporation. Each director shall serve until his or her successor shall have been elected and shall qualify, or until otherwise provided by law or the Articles of Incorporation or Bylaws of Surviving Corporation.

Section 2.02. Officers. Effective as of the Effective Time, the officers of Surviving Corporation shall be comprised of the officers from the Merging Corporation. Each officer shall hold office until his or her successor shall have been elected and shall qualify, or until otherwise provided by law or the Articles of Incorporation or Bylaws of Surviving Corporation.

ARTICLE III

Membership

Section 3.01. Cancellation of Memberships. As of the Effective Time, any membership interests in the Surviving Corporation shall be automatically cancelled and neither the Merging Corporation nor the Surviving Corporation shall have members.

ARTICLE IV

Further Assurances

Surviving Corporation and Merging Corporation agree that the Merger shall be effective as of the Effective Time and further agree and undertake to execute and deliver such further forms or documents as are necessary or advisable in order to consummate, finalize, memorialize and report the Merger, including forms for filing with the applicable governmental authorities.

ARTICLE V

Termination

At any time before the Effective Time, this Agreement may be terminated and abandoned by either the Merging Corporation or Surviving Corporation by appropriate resolution of its Board of Directors.

ARTICLE VI

Miscellaneous

Section 6.01. Expenses of Merger. Surviving Corporation shall pay all expenses of accomplishing the Merger and otherwise effecting the transactions contemplated by this Agreement.

Section 6.02. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered an original.

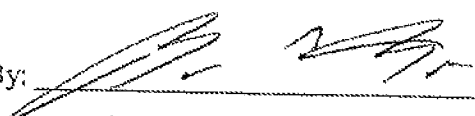
Section 6.03. Captions. The captions and headings in this Agreement have been included for convenience of reference only, are not an integral part of this Agreement and shall not be considered in the interpretation of any part of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Merging Corporation and Surviving Corporation have caused this Agreement to be executed by a duly authorized officer in its name and on its behalf as of the day and year first above written.

"MERGING CORPORATION"

COMMUNITY HEALTH NETWORK, INC.,
an Indiana nonprofit corporation

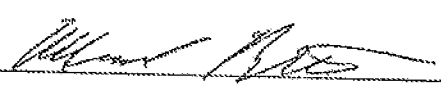
By: 

Printed: Bryan A. Mills

Title: President & CEO

"SURVIVING CORPORATION"

COMMUNITY HOSPITALS OF INDIANA, INC.,
an Indiana nonprofit corporation

By: 

Printed: Michael Blanchet

Title: President & CEO

Exhibit A

Articles of Incorporation

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF
COMMUNITY HEALTH NETWORK, INC.

Community Health Network, Inc. (the "Corporation") was organized pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971, as amended, and is operated pursuant to the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"). The Articles of Incorporation of the Corporation are hereby amended and restated as follows:

ARTICLE I

Name

The name of the Corporation is Community Health Network, Inc.

ARTICLE II

Classification of Corporation

The Corporation is a public benefit corporation.

ARTICLE III

Purposes and Powers

Section 3.1. Purposes. The purposes for which the Corporation is formed are:

- (a) To promote the health and well-being of the residents in Central Indiana;
- (b) To establish, maintain and operate hospitals and health care facilities for the well-being, care and treatment of sick, injured or disabled persons without regard to creed, color or nationality;
- (c) To carry on educational activities in connection with or related to the care and treatment of the sick and disabled, or the promotion of good health;
- (d) To promote and carry on scientific research in connection with or related to the care and treatment of the sick or disabled or the development and advancement of medicine and hospitalization;
- (e) To obtain funds, by solicitation or otherwise, or through solicitation of gifts to trusts or foundations for the use of the Corporation, for the establishment, maintenance, and operation of hospitals and for the support of the Corporation in carrying out the foregoing purposes;

(f) To engage in such other purely charitable, benevolent and educational activities as are incidental and related to the foregoing purposes;

(g) To serve as the parent of the Community Health Network (the "Network"), an integrated delivery system, and exercise common supervision and control over the Network by integrating, coordinating and managing the delivery of capital, resources and services throughout the Network. In furtherance of its role as the parent, the Corporation will be responsible for carrying out a number of significant management, governance and operational functions on behalf of the entire Network, including but not limited to, the following activities on behalf of Community Health Network Foundation, Inc., Visionary Enterprises, Inc. and its subsidiaries and affiliates, Community Hospital of Anderson and Madison County, Incorporated, Community LTC, Inc., Community Physicians of Indiana, Inc., Community Home Health Services, Inc., Indiana Heart Hospital, Inc., and any subsidiaries and affiliates that are entered into by the Corporation or the aforementioned organizations or their successors (hereinafter referred to collectively as the "Network Participants"):

(i) Strategic Planning: The Corporation will approve all future strategic plans for the Network, including but not limited to market based strategic objectives that impact information technology, human resources, managed care contracting, marketing and quality standards,

(ii) Capital Access, Budgeting and Allocation: The Corporation will have ultimate responsibility for the capital requirements and needs of the Network as a whole. It will approve the Network's capital strategic plan, identify total Network capital needs and potential sources, allocate capital resources throughout the Network, and review and approve each Network Participant's capital and operating budget,

(iii) Executive Hiring, Evaluation and Compensation: The Corporation will hire the Network President/CEO, perform his/her evaluation, and establish and review his/her compensation on an annual basis, with input from each Network Participant's board of directors and executive leadership. The Network President/CEO will provide input to the boards of the other Network Participants with respect to their decisions in hiring a President/CEO at the Network Participant level, evaluating the President/CEO, and establishing and reviewing his/her compensation on an annual basis,

(iv) Audit and Compliance: The Corporation will have ultimate responsibility for the Network's audit and compliance functions, will supervise the Network's Audit and Compliance Committee (as further described in the Corporation's Bylaws), and will report on an annual basis, or more frequently as necessary, to the boards of the Network Participants,

(v) Network Compensation: The Corporation will have ultimate responsibility for the Network's compensation strategies, policies and procedures, will supervise the Network's Compensation Committee (as further described in the Corporation's Bylaws), and will report on an annual basis to the boards of the Network Participants, and

(vi) Dispute Resolution: If a material dispute arises among Network Participants, and it cannot be resolved through the good faith efforts of the impacted Presidents/CEOs and/or their boards, then the Network President/CEO and, ultimately, the Corporation's board of directors shall intervene to resolve the dispute in a manner that best protects the charitable purposes and resources of the Network as a whole; and

(vii) In furtherance of the aforesaid purposes, to transact any and all lawful business for which corporations may be incorporated under the Act, provided such business is not inconsistent with the Corporation being organized and operated exclusively for charitable purposes.

Section 3.2. Nonprofit Purposes.

(a) The Corporation is organized and operated exclusively for charitable purposes and its activities shall be conducted in such a manner that no part of its net earnings shall inure to the benefit of any member, director, officer or other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 3.1.

(b) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

(c) Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on:

(i) By a corporation exempt from Federal income tax under Section 501(c)(3) of the Code, or corresponding provisions of any subsequent Federal tax laws, or

(ii) By a corporation, contributions to which are deductible under Section 170(c)(2), Section 2055(a)(2), or Section 2522(a)(2) of the Code, or corresponding provisions of any subsequent Federal tax laws.

Section 3.3. Powers. Subject to any limitation or restriction imposed by the Act, any other law, or any other provisions of these Articles of Incorporation, the Corporation shall have the power:

(a) To do everything necessary, advisable or convenient for the accomplishment of any of the purposes hereinbefore set forth, or which shall at any time appear conducive to or expedient for the protection or benefit of the Corporation, and to do all of the things incidental thereto or connected therewith which are not forbidden by law;

(b) To engage in transactions, financial or otherwise, with a class of nonprofit corporations exempt from federal taxation pursuant to Section 501(a) of the Code, or corresponding provisions of any subsequent Federal tax laws. Such transactions shall include, but not be limited to, the transfer of assets, bargain sales, the borrowing or leasing of employees, the sharing of goods or services, the guarantee of the payment of principal, interest or other

payment in whatever form on obligations evidenced by any form of indebtedness, and the guarantee of performance of any obligation of any member of said class of nonprofit corporations. Each member of said class shall be affiliated with the Corporation by:

(i) supporting the Corporation, being supported by the Corporation, or supporting or being supported by the same corporation or corporations as the Corporation pursuant to Section 509(a) of the Code, or corresponding provisions of any subsequent Federal tax laws, or

(ii) being described in Sections 501(c)(2) or 501(c)(25) of the Code, or corresponding provisions of any subsequent Federal tax laws, by paying over its income, less expenses, to the Corporation or to an organization described in Section 3.3(b)(i).

In any event, the foregoing power or powers shall not be exercised or exercisable in a manner inconsistent with the Corporation's status under Section 501(c)(3) of the Code, or corresponding provisions of any subsequent Federal tax laws; and

(c) To have, exercise and enjoy in furtherance of the purposes hereinbefore set forth all the general rights, privileges and powers granted to corporations by the Act, as now existing or hereafter amended, and by the common law.

Section 3.4. Limitations on Powers. If the Corporation is or becomes a private foundation (as defined in Section 509(a) of the Code, or corresponding provisions of any subsequent Federal tax laws), the Corporation shall be subject to the following requirements:

(a) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the taxes on undistributed income imposed by Section 4942 of the Code, or corresponding provisions of any subsequent Federal tax laws.

(b) The Corporation shall not engage in any act of self-dealing that would subject any person to the taxes imposed on acts of self-dealing by Section 4941 of the Code, or corresponding provisions of any subsequent Federal tax laws.

(c) The Corporation shall not retain any excess business holdings which would subject it to the taxes on excess business holdings imposed by Section 4943 of the Code, or corresponding provisions of any subsequent Federal tax laws.

(d) The Corporation shall not make any investments in such a manner as to subject it to the taxes on investments that jeopardize charitable purposes imposed by Section 4944 of the Code, or corresponding provisions of any subsequent Federal tax laws.

(e) The Corporation shall not make any expenditures which would subject it to the taxes on taxable expenditures imposed by Section 4945 of the Code, or corresponding provisions of any subsequent Federal tax laws.

ARTICLE IV

Distribution of Assets on Dissolution

In the event of the complete liquidation or dissolution of the Corporation, or the winding up of its affairs, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, distribute all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or 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, or corresponding provisions of any subsequent Federal tax laws, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Judge of the Circuit Court of Marion County, Indiana, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V

Term of Existence

The Corporation shall have perpetual existence.

ARTICLE VI

Members

The Corporation shall have no members.

ARTICLE VII

Board of Directors

Section 7.1. Number and Term of Office. The number of directors shall be as specified in or fixed in accordance with the Bylaws of the Corporation; provided, however, that the minimum number of directors shall be three (3). The term of office of a director shall be as specified in the Bylaws; provided, however, that the term of an elected director shall not exceed five (5) years. Directors may be elected for successive terms. Terms of office of directors may be staggered as specified in the Bylaws.

Section 7.2. Qualifications. Each director shall have such qualifications as may be specified from time to time in the Bylaws of the Corporation or as required by law.

Section 7.3. Limitations on the Authority of the Board. The Board of Directors shall not sell or permit the closure of either the Community Hospital North or Community Hospital East facilities without the prior Member Approval of the medical staff organization of the Community Hospital North and Community Hospital East facilities (the "Medical Staff"). For purposes of this Section 7.3, "Member Approval" shall mean (i) the affirmative vote of a

majority of the active members present and voting at a meeting of the Medical Staff at which a quorum, as specified by the Medical Staff's Bylaws, is present or (ii) to the extent a written consent is permitted in lieu of a meeting of the active members under the Medical Staff's Bylaws, the execution of a written consent of the members of the Medical Staff by the requisite percentage of members necessary to approve a written consent under the Medical Staff's Bylaws.

ARTICLE VIII

Indemnification

Section 8.1. Rights to Indemnification and Advancement of Expenses. The Corporation shall indemnify as a matter of right every person made a party to a proceeding because such person is or was:

- (a) a member of the Board of Directors of the Corporation,
- (b) an officer of the Corporation, or
- (c) while a director or officer of the Corporation, serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, whether for profit or not

(each an "Indemnitee"), against all liability incurred by such person in connection with the proceeding; provided that it is determined in the specific case that indemnification of such person is permissible in the circumstances because such person has met the standard of conduct for indemnification specified in the Act. The Corporation shall pay for or reimburse the reasonable expenses incurred by an Indemnitee in connection with any such proceeding in advance of final disposition thereof in accordance with the procedures and subject to the conditions specified in the Act. The Corporation shall indemnify as a matter of right an Indemnitee who is wholly successful, on the merits or otherwise, in the defense of any such proceeding against reasonable expenses incurred by the person in connection with the proceeding without the requirement of a determination as set forth in the first sentence of this paragraph.

Upon demand by a person for indemnification or advancement of expenses, as the case may be, the Corporation shall expeditiously determine whether the person is entitled thereto in accordance with this Article and the procedures specified in the Act.

The indemnification provided under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

Section 8.2. Other Rights Not Affected. It is the intent of this Article to provide indemnification to directors and officers to the fullest extent now or hereafter permitted by law consistent with the terms and conditions of this Article. Nothing contained in this Article shall limit or preclude the exercise of, or be deemed exclusive of, any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any person who is or was a director, officer, employee or agent of the Corporation, or the ability of the Corporation to otherwise indemnify or advance expenses to any such individual.

Notwithstanding any other provision of this Article, there shall be no indemnification with respect to matters as to which indemnification would result in inurement of net earnings of the Corporation "to the benefit of any private shareholder or individual" or an "excess benefit transaction" within the meaning of Sections 501(c)(3) or 4958 of the Code, or corresponding provisions of any subsequent Federal tax laws.

Section 8.3. Definitions. For purposes of this Article:

(a) A person is considered to be serving an employee benefit plan at the Corporation's request if the person's duties to the Corporation also impose duties on, or otherwise involve services by, the person to the plan or to participants in or beneficiaries of the plan.

(b) The estate or personal representative of a person entitled to indemnification or advancement of expenses shall be entitled hereunder to indemnification and advancement of expenses to the same extent as the person.

(c) The term "expenses" includes all direct and indirect costs (including, without limitation, counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

(d) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan) or reasonable expenses incurred with respect to a proceeding.

(e) The term "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

(f) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

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This instrument was prepared by Malene T. Prince, Attorney at Law, ICE MILLER LLP, One American Square, Suite 2900, Indianapolis, Indiana 46282-0200.

Exhibit B

Bylaws

AMENDED AND RESTATED
BYLAWS
OF
COMMUNITY HEALTH NETWORK, INC.

PREAMBLE

Community Health Network, Inc. (the "Corporation") shall serve as the parent of the Community Health Network (the "Network"). Its role shall be to integrate, coordinate and manage the delivery of capital, resources and services throughout the Network. Capitalized terms where the rules of grammar do not require indicate defined terms that shall have the same meaning ascribed to them in the Corporation's Amended and Restated Articles of Incorporation.

ARTICLE I

Board of Directors

Section 1.1. Duties. The business and affairs of the Corporation shall be managed by the Board of Directors.

Section 1.2. Number, Qualification, Election and Term. The minimum number of directors shall be three (3) and the maximum number of directors shall be twenty (20), with the exact number of directors specified from time to time by resolution of the Board of Directors; provided, however, that twenty-five percent (25%) of the elected directors shall be physicians or other individuals recommended on a slate presented to the Governance Committee as described in Section 1.15 by the Physician Leadership Cabinet described in Section 1.18 ("Physician Directors"). Each director shall serve a term of three (3) years. No director who has served for three (3) successive three-year terms shall be qualified to serve an additional term until at least one (1) year, or the period between two (2) annual meetings of the Board of Directors, has elapsed. For purposes of this Section 1.2, a partial term shall not be regarded as a term. The directors' terms shall be staggered by dividing the total number of directors into three (3) groups. The groups shall be as near equal in size as possible, with one-third (1/3) of the directors' terms expiring each year.

The Network CEO (as defined in Section 3.3) shall serve as an ex-officio voting member of the Board of Directors, except that the Network CEO shall not vote on any matter involving such individual's employment by the Corporation. The other directors shall be elected at the annual meeting of the directors, by a plurality vote of the directors. Despite the expiration of a director's term, the director continues to serve until a successor is elected and qualifies, or until there is a decrease in the number of directors. The immediate past Chairperson, if such person's term is expiring at the same time as their office term, shall be invited to attend and participate in meetings of the Board of Directors for a period of one (1) year following the expiration of said person's term, but such person shall not be permitted to vote on any matter coming before the Board of Directors.

Section 1.3. Vacancies. Any vacancy among the directors caused by death, resignation, removal, or otherwise may be filled by a majority vote of the Board of Directors. The term of office of a director chosen to fill a vacancy shall expire at the later of the expiration of

the unexpired term which the director was chosen to fill, or at such time as a successor shall be duly elected and qualified.

Section 1.4. Resignation. Any director may resign from the Board of Directors upon notice to the Corporation given in writing or by electronic transmission to the Chairperson with a copy to the Network CEO. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, no acceptance of such resignation shall be necessary to make it effective. Any director who is also an employee of the Corporation or of any other entity within the Network who by virtue of such employment serves as a voting member of the Board of Directors shall be deemed to have resigned as a director upon termination of the employee's employment with such entity, unless a majority of the Board of Directors votes to retain such director.

Section 1.5. Removal. Any director may be removed, with or without cause, by a majority vote of the Board of Directors.

Section 1.6. Quarterly and Annual Meetings. Unless the Board of Directors determines otherwise, the Board of Directors shall meet at least quarterly, one of which shall be the annual meeting for the purpose of election of directors and officers of the Corporation and consideration of any other business which may be brought before the meeting. No notice shall be necessary for the holding of a quarterly or annual meeting.

Section 1.7. Other Meetings. Regular meetings of the Board of Directors may be held pursuant to a resolution of the Board to such effect, and shall be held whenever convenient for the Board of Directors. Unless otherwise provided by the Board of Directors, regular meetings shall be held at the Corporation's principal office. No notice shall be necessary for any regular meeting. Special meetings of the Board of Directors may be held upon the call of the Chairperson of the Board of Directors, any two directors, the Chair of any of the Network Participants, or the Network CEO. Notice for special meetings shall be given to each director by the person(s) calling the meeting at least five (5) days in advance of the meeting and such notice shall specify the date, time, place and purpose or purposes of the meeting. Notice may be given either personally or by regular mail, electronic mail, facsimile transmission or telephone. Oral notice is authorized. A director may waive any required notice of an annual, regular or special meeting. The waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or Corporate records. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not vote for or assent to action taken at the meeting.

Section 1.8. Participation. A director may participate in a quarterly, annual, regular or special meeting of the Board of Directors by or through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating by this means is considered to be present in person at the meeting.

Section 1.9. Attendance. All members of the Board of Directors are expected to attend at least seventy-five (75%) of the regular and special meetings of the Board.

Section 1.10. Quorum; Voting. A majority of the directors in office when action is taken shall be necessary to constitute a quorum for the transaction of any business at a meeting of the Board of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present when the act is taken shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Incorporation or these Bylaws.

Section 1.11. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the action is taken by all directors. The action must be evidenced by at least one (1) written consent describing the action to be taken, signed by each director and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last director signs the consent, unless the consent specifies a prior or subsequent effective date.

Section 1.12. Executive Committee. There shall be, and by the adoption of these Bylaws the Board of Directors hereby creates, an Executive Committee of the Corporation, which shall consist of the officers of the Corporation. During intervals between meetings of the Board of Directors, the Executive Committee shall have and exercise all of the authority of the Board of Directors in the management of the Corporation, except where prohibited by law. In addition, the Executive Committee, to the extent specified by the Board of Directors, may exercise the authority of the Board of Directors, except where prohibited by law. The Executive Committee shall cause minutes of its proceedings to be kept and filed with the minutes of the proceedings of the Board of Directors.

Section 1.13. Compensation Committee. There shall be, and by the adoption of these Bylaws the Board of Directors hereby creates, a Compensation Committee of the Corporation that shall be responsible for establishing, maintaining and documenting the parameters of the Network's compensation philosophy, policies and procedures. The Compensation Committee shall constitute the "authorized body" (as defined in Treas. Reg. §53.4958-6 or any corresponding or succeeding federal regulation) with regard to all compensation matters within the Network, and particularly, the application of Sections 501(c)(3) or 4958 of the Internal Revenue Code of 1986, as amended (the "Code"), as they relate to compensation matters.

(a) Composition. The Compensation Committee shall consist of the Chairperson of the Board of Directors and at least two (2) other members of the Board of Directors, recommended by the Chairperson and elected by a majority of all the Corporation's directors in office when the action is taken. All members of the Compensation Committee shall be members of the Board of Directors. All members of the Compensation Committee must be disinterested in all compensation matters of the Network. For example, its members must not include employed physicians or employees of the Network; individuals that own an interest in any taxable organization within the Network; individuals that receive compensation from, or by virtue of their relationship with, the Network or any of its affiliated organizations.

(b) Duties. The Compensation Committee shall perform the following duties on a Network wide basis:

(1) Understand and apply the parameters of the Network's pay philosophy and plan, and approve their applications to the Network CEO's total compensation and to the

total compensation of those employees who report directly to the Network CEO, specifically including: (a) establishing the total cash compensation and retirement benefits and other perquisites of the Network CEO, including annual adjustments; and (b) reviewing and monitoring the total cash compensation and retirement benefits and total perquisites established by the Network CEO for the executives who report directly to the Network CEO.

(2) Establish, maintain and document the responsibilities, duties and performance expectations for the Network CEO.

(3) Review any other matters of compensation for employees of the Corporation that are presented to the Committee by the Network CEO.

(4) In consultation with the Finance Committee, evaluate and recommend to the Board of Directors adoption of appropriate pay plans, pension plans, and other employee benefit programs.

(5) With input from the appropriate constituencies, review annually the performance of the Network CEO.

(6) Review annually the succession plans of the Network CEO and his/her direct reports.

(7) Understand, approve, and review annually the Network's physician recruitment and compensation philosophy and plan.

(8) Develop guidelines with respect to the types of comparable compensation data that should be gathered and the appropriate method for accurately reviewing that data so that reasonable levels of compensation can be established and maintained.

(9) Adequately document the basis for the determination of reasonable compensation by recording (a) the terms of the compensation and the date approved, (b) the members of the Compensation Committee who were present during the discussion of such compensation and those who voted, if applicable, (c) the comparability data obtained and relied upon, and (d) the actions taken with respect to the compensation decisions.

(10) Establish and administer a system for the periodic review of compensation to ensure that total compensation for each executive is reasonable and consistent with the Code.

(11) Monitor and oversee the implementation of any compensation philosophy, policy or procedure established by the Compensation Committee.

(12) Report on an annual basis to the boards of the Network Participants.

Section 1.14. Audit and Compliance Committee. There shall be, and by the adoption of these Bylaws the Board of Directors hereby creates, an Audit and Compliance Committee that will have ultimate responsibility for the Network's audit and compliance functions.

(a) Composition. The Audit and Compliance Committee shall consist of three (3) or more members who are independent of the Network, all Network Participants, and Network executives. The members of the Audit and Compliance Committee shall be recommended by the Chairperson and elected by a majority of the Corporation's directors in office when the action is taken. The Chairperson of the Audit and Compliance Committee shall be a member of the Corporation's board of directors and appointed by the Chairperson of the Corporation. Members of the Audit and Compliance Committee shall be considered independent if they have no relationship (either directly, or indirectly through family or business) that may interfere with the exercise of their independence, individually or collectively. Serving on the board of directors of a Network Participant, by itself, shall not constitute a lack of independence.

(b) Duties. The Audit and Compliance Committee shall:

(1) React to changing conditions and assure the Board of Directors that the accounting, reporting and internal control practices and the compliance function of the Network are in accordance with all requirements of applicable laws, regulations and policies and are of the highest quality.

(2) Inquire of management, the internal auditor and the external auditor about the significant risks or exposures of the Network and assess the steps management has taken to minimize such risks.

(3) Oversee the integrity of the Network's financial reporting process, including a review of the quarterly consolidated financial statements of the Network.

(4) Review the adequacy and effectiveness of the accounting and financial controls of the Network with the external and internal auditors, financial and accounting personnel, and elicit any recommendations for the improvement of the system of internal controls or particular areas where new or more detailed controls or procedures may be desirable.

(5) Review and approve the Network's internal audit function, including (a) performing a review of the proposed internal audit plan for the upcoming year and coordinating such plan with the external auditor; (b) performing reviews of completed internal audit reports and progress reports on the proposed internal audit plan; and (c) reviewing results of action plan follow-up from completed internal audit reports.

(6) With regard to the external auditor, the Audit and Compliance Committee shall: (a) be responsible for the appointment, compensation and oversight of the external auditor; (b) assume responsibility for pre-approving any audit or non-audit services provided by the external auditor; (c) meet with senior management of the Network Participants to understand the scope of the external audit of the current year, and at the conclusion thereof, review such audit, including any comments or recommendations; (d) review with senior management and the external auditor the consolidated financial reports of the

Network and review certifications by management as to the accuracy of the financial statements; (e) review with senior management and the external auditor the results of their timely analysis of significant financial reporting issues and practices, including changes in or adoptions of accounting principals and disclosure practices; (f) review with senior management and the external auditor their judgments about the quality of the accounting principals and the clarity of the financial disclosure practices used or proposed to be used; (g) review with senior management and the external auditor the degree of aggressiveness or conservatism of the Network's accounting principals and underlying estimates; (h) review any other significant decisions made in preparing the consolidated financial statements; and (i) report the results of the annual audit to the Board of Directors and the boards of the Network Participants.

(7) Review the compliance function's plan for the current year and the reports of its activities. Review reports received from regulatory bodies and other legal and regulatory matters that may have a significant impact on the Network's compliance policies.

(8) Ensure that management has a process in place for the confidential and anonymous submission, retention, and treatment of complaints received by the Network regarding questionable accounting, internal control, and auditing or compliance matters. Report these matters to the Corporation's Board of Directors quarterly, and to the boards of the Network Participants on an annual basis, or more frequently if necessary.

(9) Review, investigate and report to the Board or the Executive Committee matters concerning business relationships between the members of the Board and the Corporation, including, without limitation, reviewing and monitoring the conflict of interest policy for Network Participants.

Section 1.15. Governance Committee. There shall be, and by the adoption of these Bylaws the Board of Directors hereby creates, a Governance Committee of the Corporation.

(a) Composition. The Governance Committee shall consist of three (3) or more members, all of whom shall be members of the Corporation's board of directors, one of who shall be a physician; provided, however that the Network CEO shall not serve as a member of the Committee. The members of the Governance Committee shall be recommended by the Chairperson and elected by a majority of the Corporation's directors in office when the action is taken. The Chairperson of the Governance Committee shall be a member of the Corporation's board of directors and appointed by the Chairperson of the Corporation.

(b) Duties.

(1) The Governance Committee shall be responsible for slating nominees for the Corporation's Board of Directors. Prior to the annual meeting each year, the Governance Committee shall present a slate of qualified candidates to the Corporation's Board of Directors for its consideration. The Governance Committee may present more than one (1) candidate for each vacancy. The Board of Directors may then elect a nominee to the Corporation's Board of Directors or direct the Governance Committee to

present other candidates for appointment to the Board of Directors. In presenting nominees to the Corporation's Board of Directors, the Governance Committee shall ensure that not more than twenty-five percent (25%) of the directors in office at any time are employees of the Network; individuals that own an interest in any taxable organization within the Network; individuals that receive compensation from, or by virtue of their relationship with, the Network; or representatives of Visionary Enterprises, Inc., or its respective subsidiaries and affiliates. The Committee shall present nominees who are to serve as Physician Directors only upon the recommendation of Physician Leadership Cabinet in Section 1.18. The remaining seventy-five percent (75%) of the directors in office at any time shall be independent civic leaders that are broadly representative of the community as a whole.

(2) The Corporation holds membership interests in a number of Network Participants that entitle the Corporation to appoint, elect or approve members to the Network Participants' boards of directors/trustees or managers. Upon the request of the Corporation's Board of Directors, the Governance Committee shall assist the Board in meeting its obligations to the Network Participants' boards of directors/trustees or managers. When so requested, the Committee shall seek recommendations from the Network CEO and the Network Participants' boards of directors/trustees or managers.

(3) The Governance Committee shall be responsible for conducting an annual evaluation of the Board of Directors and board members' effectiveness.

(4) The Governance Committee shall be responsible for reviewing these Bylaws at two-year intervals, and making recommendations for changes to the Board of Directors.

(5) The Governance Committee shall be responsible for reviewing the governance structure of the Corporation and recommending policies and procedures to provide for effective, efficient and independence board governance that results in high performance in the discharge of the Board's duties.

Section 1.16. Finance Committee.

(a) Composition. The Finance Committee shall consist of five (5) or more members, one of whom shall be the Treasurer of the Corporation. The members of the Finance Committee shall be recommended by the Chairperson and elected by a majority of the Corporation's directors in office when the action is taken. The Treasurer of the Corporation shall serve as Chairperson of the Finance Committee, except where the Chairperson of the Corporation in consultation with the Treasurer deems it appropriate to appoint another director to serve as Chairperson.

(b) Duties. The Finance Committee shall:

(1) Consider, develop and recommend the capital strategic plan, financial policies and procedures for the Network to the Board of Directors.

(2) Identify total Network capital needs and potential sources of capital.

(3) Recommend allocation strategies for capital resources throughout the Network.

(4) Review and recommend for approval, to the Board of Directors, each Network Participant's capital and operating budget.

(5) Make recommendations to the Board regarding investment policies and practices to govern the sound management and preservation of the Network's funds and endowments.

(6) Recommend insurance policies and programs (not including those policies relating to employee benefit programs) to the Board.

(7) Make recommendations to the Board regarding the appointment of depositories for the Corporation.

(8) Review and make recommendations to the Board regarding proposed capital expenditures of \$1,000,000 or more.

(9) Perform such other duties as are delegated to it by the Board of Directors.

Section 1.17. Quality of Care Committee.

(a) Composition. The Quality of Care Committee shall consist of at least eight (8) members, with no less than three (3) members being from the Medical Staffs of the Network Hospitals. The members of the Quality of Care Committee shall be recommended by the Chairperson and elected by a majority of the Corporation's directors in office when the action is taken. The Chairperson of the Quality of Care Committee shall be a member of the Corporation's Board of Directors and appointed by the Chairperson of the Corporation.

(b) Duties. The Quality of Care Committee shall:

(1) Review all matters related to the Joint Commission on Accreditation of Healthcare Organizations, Accreditation Association for Ambulatory Health Care, the Indiana Department of Health and other regulatory and accreditation bodies that license and/or certify the health care providers and professionals within the Network.

(2) Monitor the quality of care and services being provided within the Network; including reviewing significant events, monitoring lawsuits, quality report cards issued by entities, such as the Centers for Medicare and Medicaid Services, U.S. Department of Health and Human Services and third party payers; and claims covered by CHN Assurance, Ltd.

(3) Recommend quality initiatives for the Network, including the development and recommendation of an annual quality and safety plan.

Section 1.18. Physician Leadership Cabinet.

(a) Composition. The Physician Leadership Cabinet shall consist of at least ten (10) members, including the Chiefs of each Medical Staff of a Network Hospital, the Medical Director of Community Home Health Services, Inc., the Physician members of the Corporation's Board of Directors, five (5) directors appointed by Community Physicians of Indiana, Inc., or any successor organization, and five additional members selected by the above, subject to the approval of the Corporation's Board of Directors. The Chairperson of the Physician Leadership Cabinet shall be a member of the Corporation's Board of Directors.

(b) Duties. The Physician Leadership Cabinet shall:

(1) Provide a slate of physicians to the Governance Committee for the Physician Directors of the Corporation's Board of Directors, which slate shall consist of no less than two (2) physician candidates for each vacancy:

(2) Recommend physician to the Chairperson or Board of Directors to serve on committees;

(3) Provide input to the Board of Directors on the Corporation's strategic plans, including but not limited to market based strategic objectives that impact clinical services, patient care processes; information technology, and quality standards in collaboration with Network Participants;

(4) Assist in providing communication and education to all physicians clinically aligned with the Corporation and Network Participants.

(5) Perform such other duties as are delegated to it by the Board of Directors.

Section 1.19. Other Committees. The Board of Directors may from time to time create and appoint standing, special or other committees to undertake studies, make recommendations and carry on functions for the purpose of efficiently accomplishing the purposes of the Corporation. Committees, to the extent specified by the Board of Directors, may exercise the powers, functions or authority of the Board of Directors, except where prohibited by law; provided, however, that if a committee is to exercise board powers, functions, or authority, (a) all the persons serving on the committee must be directors, (b) there must be at least two (2) persons on the committee, and (c) the creation of the committee and the appointment of its members shall be by a majority of all directors in office when the action is taken.

ARTICLE II

Officers

Section 2.1. Officers and Qualifications. The officers of the Corporation shall consist of a Chairperson, Vice Chairperson, President/Chief Executive Officer, a Secretary and a Treasurer. The officers shall be elected by the Board of Directors.

Section 2.2. Terms of Office. Except for the Network CEO (who shall be appointed by and serve at the pleasure of the Board of Directors), each officer of the Corporation shall be elected by the Board of Directors at its annual meeting and shall hold office for a term of three

(3) years and until a successor shall be duly elected and qualified, or until resignation, removal or death; provided however, that any officer's term may be extended for one (1) additional year upon action by the Board of Directors.

Section 2.3. Vacancies. Whenever any vacancies shall occur in any of the offices of the Corporation for any reason, the same may be filled by the Board of Directors, and any officer so elected shall hold office until the expiration of the term of the officer causing the vacancy and until the officer's successor shall be duly elected and qualified.

Section 2.4. Removal. Any officer of the Corporation may be removed, with or without cause, at any time by the Board of Directors.

Section 2.5. Compensation. The officers of the Corporation shall receive no compensation for their services in such offices; except for the Network CEO and such assistant officers designated by the Board of Directors and held by persons otherwise employed by the Network.

ARTICLE III

Powers and Duties of Officers

Section 3.1. Chairperson of the Board. The Chairperson of the Board shall preside at all meetings of the Board of Directors, shall discharge all the usual functions of a presiding officer of the Board, and shall perform such other duties as these Bylaws or the Board of Directors may prescribe.

Section 3.2. Vice Chairperson of the Board. The Vice Chairperson of the Board shall, in the order of their election to office, perform all the duties incumbent upon the Chairperson during the absence or disability of the Chairperson and shall perform such other duties as these Bylaws or the Board of Directors may prescribe.

Section 3.3. President/Chief Executive Officer. The President/Chief Executive Officer of the Corporation (the "Network CEO") shall, under the direction of the Board of Directors, perform all the usual functions of a chief executive officer and shall have active charge of the administration of all the activities of the Corporation. The Network CEO shall be responsible to the Board of Directors for the execution of all of the rules adopted by the Board for the management of the Corporation and shall report to the Board at each annual meeting of the Board. The Network CEO shall appoint the heads of all administrative divisions and departments, and shall be responsible for the activities of such divisions and departments. The Network CEO shall be responsible for the performance of all duties not specifically assigned to other officers or committees and shall perform such other duties as these Bylaws or the Board of Directors may prescribe.

Section 3.4. Secretary. The Secretary shall attend all meetings of the Board of Directors, and prepare, keep, or cause to be kept, a true and complete record and minutes of the proceedings of such meetings, and shall perform a like duty, when required, for all committees appointed by the Board of Directors. If required, the Secretary shall attest the execution by the Corporation of deeds, leases, agreements and other official documents. The Secretary shall

attend to the giving and serving of all notices of the Corporation required by these Bylaws, shall have custody of the books (except books of account) and records of the Corporation, shall be responsible for authenticating records of the Corporation, and in general shall perform all duties pertaining to the office of Secretary and such other duties as these Bylaws, the Board of Directors, or an officer authorized by the Board may prescribe.

Section 3.5. Treasurer. The Treasurer shall keep, or cause to be kept, correct and complete records of account, showing accurately at all times the financial condition of the Corporation. The Treasurer shall have charge and custody of, and be responsible for, all funds, notes, securities and other valuables which may from time to time come into the possession of the Corporation and shall deposit, or cause to be deposited, all funds of the Corporation with such depositories as the Board of Directors shall designate. At each annual meeting of the directors, the Treasurer, or the Treasurer's designee, shall report on the financial condition of the Corporation. The Treasurer, or the Treasurer's designee, shall furnish, at meetings of the Board of Directors or whenever requested, a statement of the financial condition of the Corporation, and in general shall perform all duties pertaining to the office of Treasurer.

Section 3.6. Assistant Officers. The Board of Directors may from time to time designate and elect assistant officers who shall have such powers and duties as the officers whom they are elected to assist shall specify and delegate to them, and such other powers and duties as these Bylaws or the Board of Directors may prescribe. An Assistant Secretary may, in the absence or disability of the Secretary, attest the execution of all documents by the Corporation.

ARTICLE IV

Medical Staffs

Section 4.1. Organization. From time to time, the Board of Directors may authorize the creation of a medical staff organization ("Medical Staff") to provide for the rights and responsibilities between members of such organization and a Network Hospital (as defined below). The Corporation currently has the Medical Staff of the Community Hospital East and Community Hospital North facilities. The Community Hospital East and Community Hospital North facilities and any future facility for which a Medical Staff is established shall be collectively referred to herein as, the "Network Hospitals".

Section 4.2. Relationship to Corporation. Each Medical Staff shall at all times be subject to the provisions of the Amended and Restated Articles of Incorporation and Bylaws of the Corporation and subject to the actions of the Board of Directors in the management of the Corporation.

Section 4.3. Constitution and Bylaws. Each of the Medical Staffs shall adopt, subject to and effective upon the approval of the Board of Directors, a constitution and code of bylaws in accordance with which such Medical Staff shall be organized and its activities regulated. From time to time, a Medical Staff may adopt, subject to the approval of the Board of Directors, amendments to such constitution or code of bylaws. Nothing in such constitution or code of bylaws shall be at variance with or contrary to any provision of the Amended and Restated Articles of Incorporation or Bylaws of the Corporation.

Section 4.4. Qualification of Members. To qualify for membership in a Medical Staff, an applicant must:

- (a) Be board eligible/certified or be in the last three (3) months of an approved residency;
- (b) Have actively practiced at least twenty-four (24) months after licensure (residency, private practice, an accredited fellowship, or other);
- (c) Have actively practiced in an accredited hospital at least two (2) of the past five (5) years. Three (3) months of recent experience in a full-time clinical residency will be considered equivalent;
- (d) Have established or have plans to establish an office within the primary service area of the Network Hospital such applicant desires to obtain Medical Staff membership for or is joining a group whose primary practice is located within such Network Hospital's service area;
- (e) Be currently licensed to practice medicine, podiatry or dentistry (provided that, with respect to dentistry, such applicant is only an applicant to the Medical Staff of the Community Hospital East and Community Hospital North facilities) in Indiana and maintain a federal DEA number; and
- (f) Maintain medical malpractice insurance and do such other things as are necessary to qualify as a health care provider under the Indiana Medical Malpractice Act (I.C. 34-18-1-1 et seq.).

Section 4.5. Appointments and Reappointments to a Medical Staff. The Board of Directors shall appoint only those persons to a Medical Staff who have been recommended for such appointment by a Medical Staff in accordance with the Constitution and Bylaws of such Medical Staff. The Board of Directors delegates to the Quality of Care Committee the authority to render decisions regarding the appointment, reappointment, renewal or modifications of members to a Medical Staff upon recommendation of such Medical Staff in accordance with its Constitution and Bylaws. The Board of Directors shall consider, and if appropriate, ratify all positive decisions made by the Quality of Care Committee at its next regularly scheduled meeting. All adverse decisions made by the Quality of Care Committee shall be referred back to the Medical Staff for further evaluation in accordance with its Bylaws. Provisional appointments to a Medical Staff shall be for a one (1)-year term or for such longer term as the Board of Directors may specify in any case. Provisional advancements and reappointments shall be for terms not exceeding two (2) years or for such shorter term as the Board may specify in any case. The term of any member may be terminated by the Board at any time before the expiration of the two (2) years without liability if the Board determines that such member has conducted his/herself in a manner materially detrimental to the purposes of the Corporation. Appointments may be subject to such conditions as the Board believes to be in the best interests of the Corporation.

Section 4.6. Honorary Members. The Board of Directors may appoint as honorary members of a Medical Staff such persons as shall be recommended for such honor by a Medical Staff in accordance with the constitution and bylaws of such Medical Staff.

ARTICLE V

Miscellaneous

Section 5.1. Corporate Seal. The Corporation may, but need not, have a corporate seal. The form of any such corporate seal may be specified in a resolution of the Board of Directors. A corporate seal, however, shall not be required for any purpose, and its absence shall not invalidate any document or action.

Section 5.2. Execution of Contracts and Other Documents. Unless otherwise ordered by the Board of Directors, all written contracts and other documents entered into by the Corporation shall be executed on behalf of the Corporation by the Network CEO or his/her designee and, if required, attested by the Secretary or an assistant secretary.

Section 5.3. Fiscal Year. The fiscal year of the Corporation shall begin on January 1 of each year and end on the immediately following December 31.

ARTICLE VI

Amendments

Subject to law and the Articles of Incorporation, the power to make, alter, amend or repeal all or any part of these Bylaws is vested in the Board of Directors. The Corporation must provide notice to the directors of any meeting at which an amendment to the Bylaws is to be considered and voted upon.

Assistant Secretary's Initials

Date: _____

INDIANA SECRETARY OF STATE
RECEIVED

2011 DEC 27 PM 3:30

Community Health Network, Inc.
1500 N. Ritter Avenue
Indianapolis, IN 46219

December 20, 2011

Indiana Secretary of State
Attn: Business Services Division
302 W. Washington St., Rm. E018
Indianapolis, IN 46204

Re: Consent to Use Name -- Community Health Network, Inc.

Dear Sir or Madam:

Community Health Network, Inc., an Indiana nonprofit corporation, hereby consents to the use of the name "Community Health Network, Inc." by Community Hospitals of Indiana, Inc., an Indiana nonprofit corporation and the surviving entity of a merger between Community Health Network, Inc. and Community Hospitals of Indiana, Inc. to be effective upon the effective time of the Articles of Merger filed with the Indiana Secretary of State.

Very truly yours,



Bryan A. Mills
President and Chief Executive Officer
Community Health Network, Inc.

1/2717182.1

INDIANA SECRETARY OF STATE

RECEIPT

Receipt Number : 1813293

Payment Entry Number : 729150

INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
302 West Washington Street, Room E018
Indianapolis, IN 46204
(317) 232-6576

**ICE MILLER
ONE AMERICAN SQ
BOX 82001
INDIANAPOLIS, IN 46282**

Receipt Date: 12/28/2011
Receipt Status: Closed

The following details your transaction(s) with the Secretary of State's Office :

Payment Submitted:

Payor	Payment Type	Reference	Comment	Amount
ICE MILLER	Check/ MO	381591		\$30.00
Total Amount :				\$30.00

Transactions posted to this receipt:

Entity Name	Type of Filing	Amount
COMMUNITY HEALTH NETWORK, INC.	Non-Profit Domestic Corporation : Articles of Merger	\$30.00
Total Amount :		\$30.00