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MARIO J. CABRERA, P.A.
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Lakeland, Florida 33801

863.616.9164

MJH

October 17, 2000

State of Florida
Department of State
Limited Partnership Division
P.O. Box 6327
Tallahassee, FL 32314

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****192.50 ****192.50

Dear Sir or Madam:

Enclosed are two originals and one copy of Certificate of Limited Partnership for Abdia Health Medical Center, Ltd., together with our firm's check in the amount of \$192.50 in payment of filing fees and certified copy fees for two certified copies.

Please file the first original and return the Certificate of Authority and the two certified copies to the above address. Should you have any questions, please feel free to contact me at 863.616.9164.

Yours truly,

Mario J. Cabrera

Enclosures

00 OCT 23 AM 11:14
SECRETARY OF STATE
DIVISION OF CORPORATIONS

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 OCT 23 AM 11:19

CERTIFICATE OF LIMITED PARTNERSHIP
OF
ABDIA HEALTH MEDICAL CENTER, Ltd.

This Limited Partnership Agreement made on this the 4th day of October 2000, between Armando Negron-Vera, Daisy Negron-Vera, Dr. John Legowik, M.D., ("General Partners") and Bruce E. Mattis, and Virginia I. Mattis, ("Limited Partners"):

WITNESSETH:

ARTICLE I—FORMATION OF PARTNERSHIP

The parties agree to enter into this partnership to be formed under Section 620, Florida Statutes, which shall govern the rights and liabilities of the parties except as expressed below.

ARTICLE II—NAME, PRINCIPAL OFFICE, AND MAILING ADDRESS

The business of the partnership shall be conducted under the name of Abdia Health Medical Center, Ltd. The Registered Agent for Abdia Health Medical Center, Ltd. shall be Armando Negron-Vera. The principal office and the address of the General Partners and Registered Agent for service of process shall be 5131 South Florida Avenue, Suite B, Lakeland, Florida. The mailing address shall be the same.

ARTICLE III—NATURE OF BUSINESS

1. To purchase, lease, or otherwise acquire, sell, sublease or otherwise dispose of properties of every kind and nature, to operate a business in or expand any properties acquired, to manage businesses located on properties not owned by the Partnership, and generally to engage in the business of a medical clinic.

2. To contract debts and borrow money, issue, sell, or place bonds, debentures, notes and other evidences of debt, and execute mortgages, transfers of Partnership property, or other instruments to secure the payment of Partnership indebtedness.

3. To guarantee, endorse, purchase, hold, sell, transfer, mortgage, pledge or otherwise acquire or dispose of shares of capital stock, bonds, securities, or other evidences of indebtedness created by any person, firm or corporation, and while the owner of such stock, exercise all of the rights, powers, and privileges of ownership, including the right to vote the stock.

4. To purchase the assets of any other person, firm, or corporation and engage in the same or other character of business.

5. To enter into, make, and perform contracts for any lawful purpose pertaining to the business of the Partnership without limit as to amount, with any person, firm, syndicate, association, corporation, or governmental entity, domestic or foreign.

6. To exercise all the powers of like partnerships confirmed by the laws of the State of Florida. The purposes listed above shall not limit or restrict this Partnership.

ARTICLE IV
NAMES, ADDRESSES, AND CONTRIBUTIONS OF PARTNERS

1. The name and address of the General Partners are as follows:

Armando Negrón-Vera
1375 Bramblewood Drive
Lakeland, Florida 33813

Daisy Negrón-Vera
1375 Bramblewood Drive
Lakeland, Florida 33813

Dr. John Legowik, M.D.
2851 Smithville Drive
Orlando, Florida 32837

2. The initial amount contributed by the General Partners is outlined in Appendix A, attached hereto to this agreement.

3. The name and address of the Limited Partners is as follows:

Bruce E. Mattis
834 Bryson Loop
Lakeland, Florida 33809

Virginia I. Mattis
834 Bryson Loop
Lakeland, Florida 33809

4. The initial amount contributed by the Limited Partners is Six Thousand Dollars (\$6,000.00).

5. The liability of any Limited Partner for any debts or obligations of or to the Partnership at any time shall be limited to the amount then contributed by him to the capital of the Partnership and his share in the undistributed net profits.

ARTICLE V—RECEIPT OF CAPITAL AND CAPITAL OWNERSHIP

1. Receipt of the capital contributions of the Limited Partnership as specified above in Article IV is acknowledged by the partnership and its members. No additional contributions to capital have been agreed upon by any limited partner.

2. Capital ownership of the partnership is divided in accordance with the following percentages:

- (a). Armando Negron-Vera-----Twenty-Six (26%) percent
- (b). Daisy Negron-Vera----- -Twenty-five (25%) percent
- (c). Bruce E. Mattis-----Twelve (12%) percent
- (d). Virginia I. Mattis-----Twelve (12%) percent
- (e). Dr. Jchn Legowik, M.D.--Twenty-five (25%) percent

ARTICLE VI—TERM

The term this Limited Partnership is to exist is ten (10) years from the date of execution, unless sooner terminated under provisions of this Agreement. There shall be an automatic ten (10) year renewal after the expiration of the first ten years unless the partners in writing make other agreement.

ARTICLE VII
RIGHTS AND OBLIGATIONS OF GENERAL PARTNER

1. The General Partners shall have complete discretion in the management and control of the affairs of the Partnership and shall make all decisions affecting Partnership affairs unless otherwise provided in this agreement.

2. The General Partners shall manage and control the affairs of the Partnership to the best of his ability and use his best efforts to carry out the purposes of the Partnership.

3. The General Partners: (a) Shall maintain at the expense of the Partnership complete and accurate records of all rights and interests acquired or disposed of by the Partnership, all correspondence relating to Partnership business, and records of all statements, bills and other instruments furnished the Partnership in connection with its business. The records shall be kept in the principal office for the periods customary in business. The Limited Partners shall have free access to all records at any time.

(b) Shall maintain at the expense of the Partnership adequate records and accounts of all operations and expenditures and furnish the Limited Partners an annual profit and loss statement and report information necessary for the Limited Partners' income tax returns.

(c) May purchase at the expense of the Partnership liability, hazard, and other insurance to protect the Partnership properties and business.

(d) May execute all documents or instruments that he or she deems appropriate in carrying out the purposes of the Limited Partnership.

(e) May borrow money if necessary from individuals, banks, and other lending institutions for Partnership purposes, and pledge or mortgage properties of the Limited Partnership as security for the loans.

(f) May hold the Partnership properties in the Partnership name, the name of the General Partners, or a nominee chosen by him if he deems the action appropriate.

(g) Shall be reimbursed for all expenses incurred in conducting the Partnership business and all costs associated with the development, organization, and operation of the Limited Partnership.

ARTICLE VIII
RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

1. No Limited Partner shall be personally liable for any debts or losses of the Partnership beyond the amount actually contributed by him to the capital of the Limited Partnership and his share of undistributed profits.

2. No Limited Partner shall take part in the management of the business or transact any business for the Limited Partnership.

3. No Limited Partner shall have the power to sign for or bind the Limited Partnership.

ARTICLE IX
ASSIGNMENT OF LIMITED PARTNERSHIP INTERESTS

A Limited Partner may assign his interests in the Limited Partnership provided:

1. The interest assigned may not be less than the total interest of a Limited Partner in the Partnership, unless in the opinion of the General Partners the Limited Partner has a sufficient interest to be divided.

2. The Assignee shall consent in writing, in a form satisfactory to the General Partners, to be bound by the terms of the Partnership Agreement in the place and stead of the assigning Limited Partner.

3. The General Partner consents to the assignment; provided, however, the General Partners consent shall not be unreasonably withheld.

4. The assignment shall be effective the first day of the calendar quarter in which the assignment takes place.

ARTICLE X—ADMISSION OF LIMITED PARTNERS

The General Partners may:

1. Admit as a Limited Partner an Assignee of a Limited Partner.

2. Admit as a Limited Partner the heir, executor, administrator, or assignee of a deceased Limited Partner.

**ARTICLE XI—AMENDMENT TO
PARTNERSHIP AGREEMENT**

Amendments to this Agreement shall not become effective unless agreed to by the General Partners and each Limited Partner.

ARTICLE XII—MEETINGS

Meetings of the Limited Partnership may be called by the General Partner and shall be called by him upon the written request of Limited Partners holding thirty (30) percent or more of the Limited Partnership capital. The call will state the nature of the business to be transacted. Limited Partners may vote in person or by proxy at any such meeting.

ARTICLE XIII—DISTRIBUTION OF PROFITS

1. The Limited Partners shall share in the profits of the partnership in accordance with the following percentages:

<u>Name</u>	<u>Share of Profits</u>
Bruce E. Mattis and/or Virginia I. Mattis	20%

2. The General Partners shall share in the profits of the partnership in accordance with the following percentages:

<u>Name</u>	<u>Share of Profits</u>
Armando Negron-Vera and/or Daisy Negron-Vera	20%
Dr. John Legowik, M.D.	0%

**ARTICLE XIV—COMPENSATION OF GENERAL PARTNERS
AND COVENANT NOT TO COMPETE**

1. General Partner, Armando Negron-Vera, shall receive a salary in addition to share of the profits of the partnership based upon a percentage of the billings for the month, but shall be an obligation of the partnership from partnership assets and not from the personal assets of any individual partners.

2. General Partner, Dr. John Legowik, M.D., shall receive a salary based upon a percentage of the billings for the month, but shall be an obligation of the partnership from partnership assets and not from the personal assets of any individual partners.

3. Each General Partner agrees to devote at least 40 hours to the partnership and agrees not to participate in any form of business, which may conflict with the business of the partnership or the duties of the partner during the term of the partnership.

4. For good consideration and as an inducement for Abdia Health Medical Center, Ltd. to prosper and mature, the General Partners hereby agree not to directly or indirectly compete with Abdia Health Medical Center, Ltd. and its successors and assigns during the period of employment and following termination of employment and notwithstanding the cause or reason for termination.

(a) The term "not compete" as used herein shall mean that the General Partners shall not own, manage, operate, consult or to be employed in a business substantially similar to, or competitive with, the present business of Abdia Health Medical Center, Ltd. or such other business activity in which Abdia Health Medical Center, Ltd. may substantially engage during the term of employment.

(b) The General Partners acknowledge that Abdia Health Medical Center, Ltd. shall or may in reliance of this agreement provide the General Partners access to customers and other confidential data and good will. General Partners agree to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

(c) This non-compete agreement shall extend only within Polk and Osceola County.

(d) This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

ARTICLE XV—DISSOLUTION;
WITHDRAWAL/TERMINATION OF LIMITED PARTNER;
LIQUIDATION; WITHDRAWAL/TERMINATION OF
GENERAL PARTNER

1. The Partnership shall not be terminated by death, withdrawal or termination of a Limited Partner or the admission of a new Limited Partner.

2. The General Partners may terminate the interest of a Limited Partner and expel him for any of the following reasons:

(a) Death, legal disability, or insolvency.

(b) Assignment by a Limited Partner of all or any part of his interest in the Partnership without the approval of the General Partner.

(c) If the conduct of a Limited Partner tends to bring the Partnership into dispute or litigation, or his interest becomes subject to attachment, garnishment, claims of creditors in bankruptcy, or similar legal proceedings.

(d) Failure to meet any material commitment to the General Partner in accordance with any written undertaking.

3. The Partnership shall be dissolved upon the happening of any of the following:

(a) By written consent of the General Partner and all Limited Partners.

(b) The death, bankruptcy, or adjudication of insanity or incompetence of the General Partner; provided, however, that the Limited Partners may select a successor to the General Partner within ninety (90) days.

(c) By any event which makes it unlawful for the Partnership business to be continued.

(d) By failure to elect a successor to the General Partner within ninety (90) days after notice has been given to the Limited Partners of the intent of the General Partner to withdraw.

(e) Upon disposition of all interests and assets.

(f) For failure of the General Partner to meet any material commitment to the Partnership in accordance with any written undertaking.

4. In the event a partner withdraws, the Limited Partnership shall have the right of first refusal for a period of sixty (60) days to purchase the Partner's interest in the partnership. Upon the expiration of sixty (60) days or upon a notice of refusal to purchase from the Limited Partnership, whichever event occurs first, the Partners shall then have the right of first refusal for an additional period of sixty (60) days to purchase the partners interest in the partnership.

5. Upon termination of a Limited Partner's interest, the cash surrender value of his interest shall be determined as of the beginning of the calendar quarter in which the termination occurred. The amount determined shall be paid by the General Partner to him, his heirs or legal representative no later than ninety (90) days after the end of the quarter in which the Limited Partner is terminated. The acceptance of such payment shall constitute an assignment and release all interests in the Partnership assets and affairs.

6. The cash surrender of a terminated Limited Partner's interest shall be determined as the sum of:

(a) Cash on hand less five percent (5%).

(b) Prepaid expenses and accounts receivable less five percent (5%).

(c) Ninety percent (90%) of the net book value of all other assets.

However, if in the opinion of the General Partner or terminated Limited Partner, ninety percent (90%) of the net book value of any asset does not fairly represent market value less cost of sale, he may cause the fair market value less cost of sale to be determined by an independent appraiser; in which event the appraised market value less estimated cost of sale shall be utilized in lieu of ninety percent (90%) of the net book value.

From the total value of assets provided above shall be deducted an amount equal to all debts and obligations of every kind and nature including accrued expense and other liabilities of the Partnership.

Cash surrender value of the terminated Limited Partner's interest shall be his proportionate share of the determined remainder.

ARTICLE XVI —NATURE OF LIMITED PARTNERS
LIABILITY FOR CLAIMS AGAINST PARTNERSHIP

To further the intent of the parties that each Limited Partner shall be liable only for his share of contributed capital and undistributed profits, the parties agree as follows:

1. The General Partners shall arrange to prosecute, defend, settle, or compromise action at law or equity at the expense of the Partnership as may be necessary to enforce the Partnership interest.

2. The General Partners shall satisfy any liability judgment, decree, decision, or settlement, first out of any insurance proceeds available, next out of Partnership assets, and finally out of income of the General Partner.

3. The Limited Partnership to the extent of its assets indemnifies the General Partner against tort or contract liability resulting from good faith actions or omissions on his part.

ARTICLE XVII—DISTRIBUTION OF PROFITS AND LOSSES

Net profits or net losses shall be distributed, after deducting the compensation to the General Partners, to the Limited Partners proportionate to their share of ownership.


ARTICLE XVIII—MISCELLANEOUS

1. If any provision of this Agreement, or the application of any provision to any person or circumstance, shall be held invalid, the remainder of the Agreement, or the application of such provision to any person or circumstance other than those to which it is held invalid, shall not be affected.

2. The Agreement shall be binding upon the parties, their successors, heirs, devisees, assigns, legal representatives, executors, and administrators.

3. To the extent permitted by law, each of the parties waives any right he may have to maintain an action of the nature of partition with respect to property held by the Partnership.

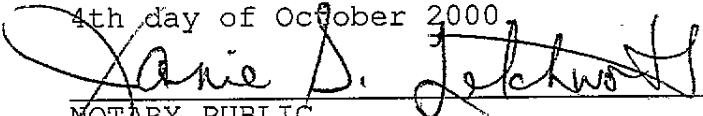
IN WITNESS WHEREOF, I have signed this Limited Partnership Agreement on this 4th day of October, 2000.



ARMANDO NEGRON-VERA, General Partner/
Registered Agent

BEFORE ME, the undersigned authority, personally appeared ARMANDO NEGRON-VERA known to me to be the person named as General Partner and who executed the foregoing Certificate of Limited Partnership and he acknowledged before me that they executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal this 4th day of October 2000.



NOTARY PUBLIC,
State of Florida
at Large



JANIE S. LETCHWORTH
My Comm Exp. 4/28/2001
Bonded By Service Ins
No. CC642708
 Personally Known Other I.D.

My commission expires:

IN WITNESS WHEREOF, we, and each of us, have signed this Limited Partnership Agreement on this 4th day of October 2000.

Bruce E. Mattis
BRUCE E. MATTIS, Limited Partner

Virginia I. Mattis
VIRGINIA I. MATTIS, Limited Partner

BEFORE ME, the undersigned authority, personally appeared BRUCE E. MATTIS and VIRGINIA J. MATTIS, known to me to be the persons named as Limited Partners and who executed the foregoing Certificate of Limited Partnership and they acknowledged before me that they executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal this 4th day of October 2000.

Janie S. Letchworth
NOTARY PUBLIC,
State of Florida
at Large

My commission expires:



JANIE S. LETCHWORTH
My Comm Exp. 4/28/2001
Bonded By Service Ins
No. CC642708
 Personally Known Other I.D.

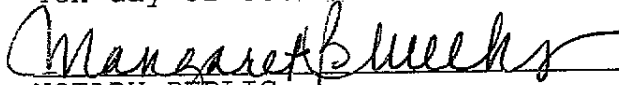
IN WITNESS WHEREOF, I have signed this Limited Partnership Agreement on this 4th day of October 2000.



DAISY NEGRON-VERA, General Partner

BEFORE ME, the undersigned authority, personally appeared DAISY NEGRON-VERA, known to me to be the person named as General Partner and who executed the foregoing Certificate of Limited Partnership and she acknowledged before me that they executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal this 4th day of October 2000.

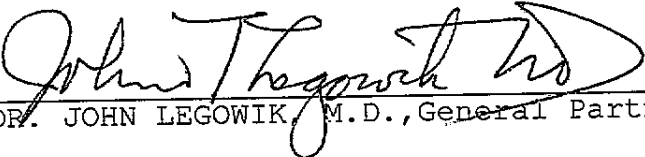


NOTARY PUBLIC,
State of Florida
at Large

My commission expires:

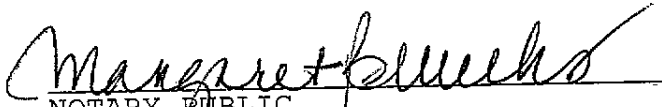


IN WITNESS WHEREOF, I have signed this Limited Partnership Agreement on this 4th day of October 2000.


DR. JOHN LEGOWIK, M.D., General Partner

BEFORE ME, the undersigned authority, personally appeared DR. JOHN LEGOWIK, M.D., known to me to be the person named as General Partner and who executed the foregoing Certificate of Limited Partnership and he acknowledged before me that they executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have set my hand and seal this 4th day of October 2000.


NOTARY PUBLIC,
State of Florida
at Large

My commission expires:



AFFIDAVIT OF CAPITAL CONTRIBUTIONS
FOR FLORIDA LIMITED PARTNERSHIP

The undersigned constituting all of the General Partners for Abdia Health Medical Center, Ltd., a Florida Limited Partnership, certify:

1. The amount of capital contributions to date of the Limited Partners is Six Thousand (\$6000) dollars.

2. That the Gernal Partners do not anticipate any additional contribution to the Limited Partnership.


Signed this 4th day of October 2000.

FURTHER AFFIANT SAYETH NOT:

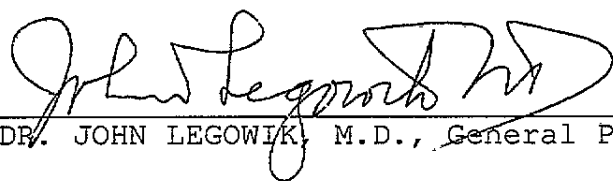
Under the penalties of perjury we declare that we have read the forgoing and know the contents thereof and that the facts stated are true and correct.



ARMANDO NEGRON-VERA, General Partner



DAISY NEGRON-VERA, General Partner



DR. JOHN LEGOWIK, M.D., General Partner

Appendix A

Quantity	Item Description	Value	Total
1	office letter size file	\$200.00	\$200.00
1	large capacity storage cabinet	\$100.00	\$100.00
30	chairs	\$15.00	\$450.00
2	calculator	\$20.00	\$40.00
3	inglewood collection library	\$90.00	\$270.00
1	fax machine	\$80.00	\$80.00
1	copy machine	\$300.00	\$300.00
1	copy machine	\$100.00	\$100.00
5	file cabinet	\$70.00	\$350.00
4	small file cabinet	\$25.00	\$100.00
1	fax/printer	\$200.00	\$200.00
1	fax/printer table	\$100.00	\$100.00
1	office shredder	\$20.00	\$20.00
1	copy table	\$40.00	\$40.00
8	office chair	\$100.00	\$800.00
1	office chair	\$40.00	\$40.00
1	lateral filing cabinet	\$800.00	\$800.00
1	fax	\$100.00	\$100.00
1	book case	\$20.00	\$20.00
1	small desk	\$100.00	\$100.00
3	computer system with printer	\$600.00	\$1,800.00
2	chair	\$30.00	\$60.00
4	physician's stool	\$100.00	\$400.00
1	EKG Burdick E350I	\$2,000.00	\$2,000.00
1	EKG Burdick FK10	\$1,200.00	\$1,200.00
3	Utility Table	\$100.00	\$300.00
1	interferential 220	\$1,500.00	\$1,500.00
1	interferential 228	\$1,500.00	\$1,500.00
1	Ultra Sound Sonatrol	\$1,500.00	\$1,500.00
1	Ultra Sound Interferential table	\$100.00	\$100.00
1	Deathermia	\$1,000.00	\$1,000.00
2	baby scale	\$40.00	\$80.00
1	B-Hemoglobin Hemo Cue	\$900.00	\$900.00
1	water pic	\$20.00	\$20.00
3	ambu spur	\$30.00	\$90.00
1	larynscope blades size 4	\$104.00	\$104.00
1	larynscope blades size 3	\$102.00	\$102.00
1	larynscope handle	\$75.00	\$75.00
2	IV stand	\$40.00	\$80.00
3	otoscope with battery	\$240.00	\$720.00
1	hospital table	\$50.00	\$50.00
1	OB-GYN table Ritter 104	\$4,000.00	\$4,000.00
1	OB-GYN table	\$2,000.00	\$2,000.00
1	muscle tester 01160	\$50.00	\$50.00
1	blood spinner	\$100.00	\$100.00
1	microwave	\$50.00	\$50.00
1	MT speed clave	\$1,000.00	\$1,000.00
1	hydrocollator	\$200.00	\$200.00

