



THE UNITED STATES
CORPORATION
COMPANY

A93000001062 *Please file 1st*

ACCOUNT NO. : 072100000032
REFERENCE : 277002 4310694
AUTHORIZATION : *Patricia Pizzuto*
COST LIMIT : \$ 52.50

ORDER DATE : February 28, 1997

ORDER TIME : 10:40 AM

ORDER NO. : 277002-005

100002101461--7

CUSTOMER NO: 4310694

CUSTOMER: Martha Freeman, Legal Asst
Broad And Cassel
201 South Biscayne Boulevard
Suite 3000
Miami, FL 33131

MP

DOMESTIC AMENDMENT FILING

NAME: FLORIDA SPECIALTY NETWORK, LTD

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: _____

A93-1062

FILED
FEB 28 1997
FBI - MIAMI

**SECOND AMENDMENT TO
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP FOR
FLORIDA SPECIALTY NETWORK, LTD.**

This **SECOND AMENDMENT TO AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP FOR FLORIDA SPECIALTY NETWORK, LTD.**, "The Amendment", is made this ____ day of _____ 1994, by and between: **FLORIDA SPECIALTY NETWORK, INC.**, a Florida corporation, "FSN", "the General Partner"; **GRETA GOTTLIEB, TRUSTEE, "GRETA"**; **DAVID J. RUSSIN, M.D.**, and **LYNN D. RUSSIN**, as tenants-by-the-entirety, collectively "RUSSIN"; **LAWRENCE H. SCHIMMEL, TRUSTEE, "LAWRENCE"**; **GHS, INC.**, a Delaware corporation, and **GLOBAL HEALTH SYSTEMS, INC.**, a Delaware corporation, collectively "GHS"; and **JOSEPH T. FARRELL, "FARRELL"**, with **GRETA, RUSSIN, LAWRENCE, GHS** and **FARRELL** each "a limited Partner" and collectively "the limited Partners".

WHEREAS, The parties hereto desire to amend the previously filed Agreement and Certificate, dated January 19, 1993, "The Agreement" as well as the Amendment thereto, dated April 1, 1994, "The Amendment".

NOW, THEREFORE, The parties hereto hereby agree to amend The Agreement, as amended by The Amendment, by replacing/superseding only the corresponding numbered paragraphs/sections of The Agreement, as amended by The Amendment, as set forth hereinbelow, with all other unreferenced numbered paragraphs/sections of The Agreement, as amended by The Amendment, to remain in full force and effect, unless otherwise indicated.

3. PRINCIPAL PLACE OF BUSINESS; MAILING ADDRESS & REGISTERED AGENT

3.1 The principal place of business and mailing address shall be: 760 N.W. 107th Avenue, Suite 100, Miami, Florida 33126, (305) 227-5494, Fax (305) 221-3557.

4. NAMES AND ADDRESSES OF PARTNERS

4.1 **FLORIDA SPECIALTY NETWORK, INC.**, a Florida corporation, "FSN", "the General Partner", which is subject to a Shareholders' Agreement, dated June 9, 1992, is the General Partner whose address is 760 N.W. 107th Avenue, Suite 100, Miami, Florida 33126, (305) 227-5494, Fax (305) 221-3557

4.2 **GRETA**, whose address is 2417 N.W. 40th Circle, Boca Raton, Florida 33431; **RUSSIN**, whose address is 4302 Alton Road, Suite 420, Miami Beach, Florida 33140; **LAWRENCE**, whose address is 7800 S.W. 87th Avenue, Suite A-110, Miami, Florida 33173;

GHS, whose address is 1350 Piccard Drive, Suite 360, Rockville, Maryland 20850; and FARRELL whose address is 1015 Washington Ave., Seventh Floor, St. Louis, Missouri 63101, are each "a limited Partner" and collectively are "the limited Partners".

5. CAPITAL CONTRIBUTIONS AND INTERESTS

5.1 FSN agrees to timely contribute Three Hundred Dollars (\$300.00); and for same, FSN is entitled to a One Per Cent (1%) interest in The Partnership.

5.2 GRETA agrees to timely contribute Nine Thousand Nine Hundred Dollars (\$9,900.00); and for same, GRETA is entitled to a Twenty-Six per cent (26%) interest in The Partnership.

5.3 RUSSIN agrees to timely contribute Nine Thousand Nine Hundred Dollars (\$9,900.00); and for same, RUSSIN is entitled to a Twenty-Six per cent (26%) interest in The Partnership.

5.4 LAWRENCE agrees to timely contribute Nine Thousand Nine Hundred Dollars (\$9,900.00); and for same, LAWRENCE is entitled to a Twenty-Six per cent (26%) interest in The Partnership.

5.5 GHS agrees to: (a) timely contribute Ten Dollars (\$10.00); (b) timely deliver to The Partnership the software and materials collectively known as Global Health Information System, "GHIS", along with the non-transferable, unconditional, unrestricted, unlimited, perpetual, non-exclusive license to use, utilize, develop, and market GHIS, as related to The Partnership's business; (c) timely execute and deliver to The Partnership a written agreement whereby GHS agrees that any and all "network managed care" business and related data processing, either directly or indirectly, brought to GHS, must be done exclusively through The Partnership; and for all of same, GHS is entitled to a twenty per cent (20%) interest in The Partnership.

5.6 As related to 5.5 above, GHIS includes, but is not limited to: (a) human readable as well as system compatible copies of all software and related source codes, object codes and procedural codes; (b) human readable as well as system compatible copies of any and all existing as well as future derivatives, enhancements and/or maintenance of the foregoing, including, but not limited to, any abridgment, adaptation, condensation, expansion, modification, revision, transformation, translation and update; and (c) system documentation and user manuals.

5.7 FARRELL agrees to timely contribute Three Hundred Dollars (\$300.00); and for same, FSN is entitled to a One Per Cent (1%) interest in The Partnership.

5.8 Neither the General Partner nor The Limited Partners shall be required to make any additional capital contributions to The Partnership.

5.9 Neither the General Partner nor the limited Partners shall be entitled to interest on their respective capital contributions.

5.10 Neither the General Partner nor the limited Partners shall be entitled to a return of their capital contributions or distributions, if doing so would render The Partnership insolvent, provided The Partnership is still actively engaged in business.

5.11 Should either the General Partner and/or the limited Partners makes any loans to The Partnership, same shall accrue interest at the prime rate established by the banking institution wherein The Partnership account is maintained.

IN WITNESS WHEREOF we have hereunto set our hands and seals on the day and year first above written.

1. Florida Specialty Network, Inc., General Partner

By: David J. Russin

David J. Russin, President

2. _____

Greta Gottlieb, Trustee
Limited Partner

3. David J. Russin, M.D., and Lynn D. Russin,
as tenants-by-the-entirety, Limited Partner

By: David J. Russin

David J. Russin, M.D.

By: Lynn D. Russin

Lynn D. Russin

4. _____

Lawrence H. Schimmel, M.D.,
Trustee, Limited Partner

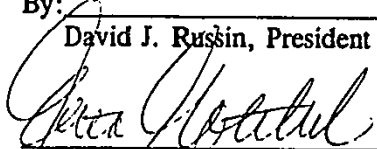
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By: _____
David J. Russin, President

2.  _____
Greta Gottlieb, Trustee
Limited Partner

3. David J. Russin, M.D., and Lynn D. Russin,
as tenants-by-the-entirety, Limited Partner

By: _____
David J. Russin, M.D.

By: _____
Lynn D. Russin

4. _____
Lawrence H. Schimmel, M.D.,
Trustee, Limited Partner

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By: _____
David J. Russin, President

2. _____
Greta Gottlieb, Trustee
Limited Partner

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as tenants-by-the-entirety, Limited Partner

By: _____
David J. Russin, M.D.

By: _____
Lynn D. Russin

4. _____
Lawrence H. Schimmel, M.D.
Trustee, Limited Partner

5. ~~GHS, Inc./and Global Health Systems, Inc., Limited Partner~~

By:

Alan Gold, President as to both

6. Joseph T. Farrell, Limited Partner

5. GHS, Inc. and Global Health Systems, Inc., Limited Partner

By: _____
Alan Gold, President as to both

6.  _____
Joseph T. Farrell, Limited Partner

FILED
97 FEB 28 PM 2:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



THE UNITED STATES
CORPORATION
COMPANY

A93000001062

Please file 2nd

ACCOUNT NO. : 072100000032

REFERENCE : 277002 4310694

AUTHORIZATION :

COST LIMIT : \$ 52.50

Patricia Pygitt

ORDER DATE : February 28, 1997

ORDER TIME : 10:42 AM

ORDER NO. : 277002-010

CUSTOMER NO: 4310694

200002101462--4

CUSTOMER: Martha Freeman, Legal Asst
Broad And Cassel
201 South Biscayne Boulevard
Suite 3000
Miami, FL 33131

DOMESTIC AMENDMENT FILING

nc

NAME: FLORIDA SPECIALTY NETWORK, LTD

EFFECTIVE DATE:

A93-1062

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

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CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: _____

FILED
FEB 28 1997
FBI - MIAMI

**SECOND AMENDMENT TO
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP FOR
FLORIDA SPECIALTY NETWORK, LTD.**

This **SECOND AMENDMENT TO AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP FOR FLORIDA SPECIALTY NETWORK, LTD.**, "The Amendment", effective the 15th day of July, 1994, by and between: **FLORIDA SPECIALTY NETWORK, INC.**, a Florida corporation, "FSN", "the General Partner"; **GRETA GOTTLIEB, TRUSTEE**, "GRETA"; **DAVID J. RUSSIN, M.D.**, and **LYNN D. RUSSIN**, as tenants-by-the-entirety, collectively "RUSSIN"; **LAWRENCE H. SCHIMMEL, TRUSTEE**, "LAWRENCE"; **GHS, INC.**, a Delaware corporation, "GHS"; and **JOSEPH T. FARRELL**, "FARRELL", with **GRETA RUSSIN**, **LAWRENCE**, **GHS** and **FARRELL** each "a limited Partner" and collectively "the limited Partners".

WHEREAS, The parties hereto desire to amend the previously filed Agreement and Certificate, dated January 19, 1993, "The Agreement" as well as the Amendment thereto, dated April 1, 1994, "The Amendment".

NOW, THEREFORE, The parties hereto hereby agree to amend The Agreement, as amended by The Amendment, by deleting all references to **GLOBAL HEALTH SYSTEMS, INC.**, a Delaware corporation, as said entity has never had any interest whatsoever, direct or indirect, limited or otherwise, in The Limited Partnership; and further, by replacing/superseding only the corresponding numbered paragraphs/sections of The Agreement, as amended by The Amendment, as set forth hereinbelow, with all other unreferenced numbered paragraphs/sections of The Agreement, as amended by The Amendment, to remain in full force and effect, unless otherwise indicated.

3. PRINCIPAL PLACE OF BUSINESS; MAILING ADDRESS & REGISTERED AGENT

3.1 The principal place of business and mailing address shall be: 760 N.W. 107th Avenue, Suite 100, Miami, Florida 33126, (305) 227-5494, Fax (305) 221-3557.

4. NAMES AND ADDRESSES OF PARTNERS

4.1 **FLORIDA SPECIALTY NETWORK, INC.**, a Florida corporation, "FSN", "the General Partner", which is subject to a Shareholders' Agreement, dated June 9, 1992, is the General Partner whose address is 760 N.W. 107th Avenue, Suite 100, Miami, Florida 33126, (305) 227-5494, Fax (305) 221-3557

4.2 **GRETA**, whose address is 2417 N.W. 40th Circle, Boca Raton, Florida 33431; **RUSSIN**, whose address is 4302 Alton Road, Suite 420, Miami Beach, Florida 33140; **LAWRENCE**, whose address is 7800 S.W. 87th Avenue, Suite A-110, Miami, Florida 33173; **GHS**, whose address is 1350 Piccard Drive, Suite 360, Rockville, Maryland 20850; and **FARRELL** whose address is 1015 Washington Ave., Seventh Floor, St. Louis, Missouri 63101, are each "a limited Partner" and collectively are "the limited Partners".

#2

5. CAPITAL CONTRIBUTIONS AND INTERESTS

5.1 FSN agrees to timely contribute Three Hundred Dollars (\$300.00); and for same, FSN is entitled to a One Per Cent (1%) interest in The Partnership.

5.2 GRETA agrees to timely contribute Nine Thousand Nine Hundred Dollars (\$9,900.00); and for same, GRETA is entitled to a Twenty-Six per cent (26%) interest in The Partnership.

5.3 RUSSIN agrees to timely contribute Nine Thousand Nine Hundred Dollars (\$9,900.00); and for same, RUSSIN is entitled to a Twenty-Six per cent (26%) interest in The Partnership.

5.4 LAWRENCE agrees to timely contribute Nine Thousand Nine Hundred Dollars (\$9,900.00); and for same, LAWRENCE is entitled to a Twenty-Six per cent (26%) interest in The Partnership.

5.5 GHS agrees to: (a) timely contribute Ten Dollars (\$10.00); (b) timely deliver to The Partnership the software and materials collectively known as Global Health Information System, "GHIS", along with the non-transferable, unconditional, unrestricted, unlimited, perpetual, non-exclusive license to use, utilize, develop, and market GHIS, as related to The Partnership's business; (c) timely execute and deliver to The Partnership a written agreement whereby GHS agrees that any and all "network managed care" business and related data processing, either directly or indirectly, brought to GHS, must be done exclusively through The Partnership; and for all of same, GHS is entitled to a twenty per cent (20%) interest in The Partnership.

5.6 As related to 5.5 above, GHIS includes, but is not limited to: (a) human readable as well as system compatible copies of all software and related source codes, object codes and procedural codes; (b) human readable as well as system compatible copies of any and all existing as well as future derivatives, enhancements and/or maintenance of the foregoing, including, but not limited to, any abridgment, adaptation, condensation, expansion, modification, revision, transformation, translation and update; and (c) system documentation and user manuals.

5.7 FARRELL agrees to timely contribute Three Hundred Dollars (\$300.00); and for same, FSN is entitled to a One Per Cent (1%) interest in The Partnership.

5.8 Neither the General Partner nor The Limited Partners shall be required to make any additional capital contributions to The Partnership.

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IN WITNESS WHEREOF we have hereunto set our hands and seals on the day and year first above written.

1. Florida Specialty Network, Inc., General Partner

By: David J. Russin

David J. Russin, President

2. _____

Greta Gottlieb, Trustee
Limited Partner

3. David J. Russin, M.D., and Lynn D. Russin,
as tenants-by-the-entirety, Limited Partner

By: David J. Russin

David J. Russin, M.D.

By: Lynn D. Russin

Lynn D. Russin

4. _____

Lawrence H. Schimmel, M.D.,
Trustee, Limited Partner

5. GHS, Inc., Limited Partner

By: _____

Alan Gold, President

6. _____

Joseph T. Farrell, Limited Partner

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David J. Russin, President

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Greta Gottlieb, Trustee
Limited Partner

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David J. Russin, M.D.

By: _____

Lynn D. Russin

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By: _____
Lynn D. Russin

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By: _____
Alan Gold, President

6. _____
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2. _____
Greta Gottlieb, Trustee
Limited Partner

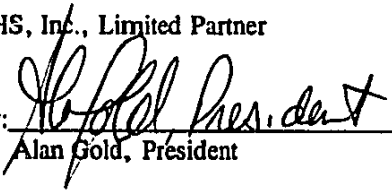
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By: _____
Lynn D. Russin

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By:  _____
Alan Gold, President

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Limited Partner

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5. GHS, Inc., Limited Partner

By: _____
Alan Gold, President

6. _____
Joseph T. Farrell, Limited Partner

FILED
97 FEB 28 PM 2 32
TALLAHASSEE, FLORIDA

Please file 3rd



A93000001062

ACCOUNT NO. : 072100000032

REFERENCE : 277002 4310694

AUTHORIZATION :

Patricia Pizzuto

COST LIMIT : \$ 52.50

ORDER DATE : February 28, 1997

ORDER TIME : 10:43 AM

ORDER NO. : 277002-015

CUSTOMER NO: 4310694

300002101463--1

CUSTOMER: Martha Freeman, Legal Asst
Broad And Cassel
201 South Biscayne Boulevard
Suite 3000
Miami, FL 33131

DOMESTIC AMENDMENT FILING

NAME: FLORIDA SPECIALTY NETWORK, LTD

EFFECTIVE DATE:

RP

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS:

57
113
10
11

CERTIFICATE OF AMENDMENT
TO AND
AMENDMENT TO AGREEMENT AND CERTIFICATE
OF LIMITED PARTNERSHIP
OF
FLORIDA SPECIALTY NETWORK, LTD.

Pursuant to the provisions of Section 620.109, Florida Statutes, **THIS CERTIFICATE OF AMENDMENT TO AND AMENDMENT TO AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF FLORIDA SPECIALTY NETWORK, LTD.** (this "Amendment") is adopted by Florida Specialty Network, Ltd., a Florida limited partnership (the "Partnership"), whose certificate was filed with the Florida Department of State on October 14, 1993, as agreed and consented to by and among **FLORIDA SPECIALTY NETWORK, INC.**, a Florida corporation ("FSN"), the general partner (the "General Partner") of the Partnership, and **GRETA GOTTLIEB, TRUSTEE ("GG-T")**, **LAWRENCE SCHIMMEL, M.D., TRUSTEE ("LS-T")**, **DAVID J. RUSSIN, M.D.** and **LYNN D. RUSSIN**, as tenants by the entireties (the "Russins"), **JOSEPH FARRELL ("Farrell")** and **GHS, INC.**, a Delaware corporation ("GHS") (GG-T, LS-T, the Russins, Farrell and GHS are sometimes hereinafter collectively referred to as the "Record Limited Partners"), and **GRETA GOTTLIEB, AS CUSTODIAN FOR KIRA NUDEL**, under the Florida Uniform Transfers to Minors Act, ("Kira"), **GRETA GOTTLIEB, AS CUSTODIAN FOR LAUREN NUDEL**, under the Florida Uniform Transfers to Minors Act ("Lauren"), **MARC NUDEL ("Marc")**, **JACOB NUDEL, M.D. ("Nudel")**, the **JN TRUST NO. 100**, **JOHN GOLDBERG, TRUSTEE (the "JN Trust")**, **LAWRENCE SCHIMMEL, M.D. ("Schimmel")**, **STEVEN KANTER, M.D. ("Kanter")** and **JERROLD YOUNG, M.D. ("Young")**

RECITALS

WHEREAS, the General Partner and the Record Limited Partners entered into an Agreement and Certificate of Limited Partnership for Florida Specialty Network, Ltd. dated January 19, 1993, as amended (the "Agreement"); and

WHEREAS, notwithstanding how ownership of the limited partnership interests of the Partnership (the "Interests") has been reflected in the Agreement, commencing no later than January 1, 1995, FSN, the parties have treated the Interest of GG-T as being owned by Kira, Lauren, Greta Gottlieb, as Custodian for Marc ("Greta"), under the Florida Uniform Transfers to Minors Act (the "Act"), Nudel, and the JN Trust, and have treated the Interest of LS-T as being owned by Schimmel, Young and Kanter; and

WHEREAS, on February 26, 1997, Marc, attained the age of 21; and

WHEREAS, pursuant to the Act, upon Marc reaching the age of 21, Greta is required to transfer to Marc the Interest held by Greta; and

WHEREAS, the parties desire to amend the Agreement to reflect the ownership of the Interests in accordance with their original intent and historical treatment, and in accordance with the Act.

NOW WHEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. This Amendment shall be effective at the time of its filing with the Florida Department of State.
3. The parties hereto hereby amend the Agreement to reflect the actual holders of Interests as follows (each an "Interest Holder" and collectively the "Interest Holders"):

<u>Interest Holder</u>	<u>Percent Held</u>
<u>General Partner</u>	
FLORIDA SPECIALTY NETWORK, INC.	1.0
<u>Limited Partners</u>	
RUSSINS	26.0
SCHIMMEL	8.68
KANTER	8.66
YOUNG	8.66
NUDEL	3.611
KIRA	6.585
MARC	6.585
LAUREN	6.585
JN TRUST	2.634
FARRELL	1.0
GHS	20.0
	=====
Total	100

4. All references in the Agreement to Greta Gottlieb, Trustee and Greta are hereby substituted with Kira, Lauren, Marc, Nudel and the JN Trust. All references in the Agreement to Lawrence H. Schimmel, Trustee and Lawrence are hereby substituted with Schimmel, Kanter and Young.

5. All terms and conditions of the Agreement not specifically amended by the terms of this Amendment shall remain in full force and effect between the parties.

6. The Agreement, as further amended by this Amendment, may be amended at any time only by written agreement, executed by all of the Interest Holders; and if amended, the General Partner shall file, or cause to be filed, an amendment thereto with the appropriate authorities.

7. This Agreement is executed by the parties hereto as of the 27th day of February, 1997.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

FLORIDA SPECIALTY NETWORK, INC.,
a Florida corporation, General Partner

By: 

David Russin, President

DAVID J. RUSSIN, M.D. and
LYNN D. RUSSIN, as Tenants by the Entireties


David J. Russin, M.D.


Lynn D. Russin

LAWRENCE SCHIMMEL, M.D., TRUSTEE

LAWRENCE SCHIMMEL, M.D.

STEVEN KANTER, M.D.

JERROLD YOUNG, M.D.

GRETA GOTTLIEB, TRUSTEE

[SIGNATURE PAGE CONTINUED ON NEXT PAGE]

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By: _____
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Lynn D. Russin

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LAWRENCE SCHIMMEL, M.D.

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JERROLD YOUNG, M.D.

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FLORIDA SPECIALTY NETWORK, INC.,
a Florida corporation, General Partner

By: _____
David Russin, President

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LAWRENCE SCHIMMEL, M.D.



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JERROLD YOUNG, M.D.

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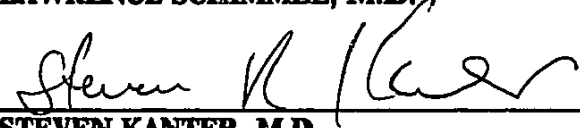
By: _____
David Russin, President

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LYNN D. RUSSIN, as Tenants by the Entireties

David J. Russin, M.D.

Lynn D. Russin

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JERROLD YOUNG, M.D.

GRETA GOTTLIEB, TRUSTEE

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LAWRENCE SCHIMMEL, M.D.

STEVEN KANTER, M.D.

JERROLD YOUNG, M.D.



GRETA GOTTLIEB, TRUSTEE

[SIGNATURE PAGE CONTINUED ON NEXT PAGE]



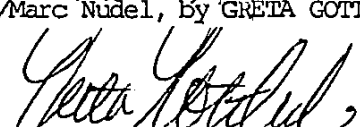
JACOB NUDEL, M.D.



GRETA GOTTLIEB, as Custodian for Kira Nudel,
under the Florida Uniform Transfers to Minors Act



Marc Nudel, by GRETA GOTTLIEB, as Attorney-in-Fact



GRETA GOTTLIEB, as Custodian
for Lauren Nudel, under the Florida Uniform
Transfers to Minors Act

JOSEPH FARRELL

JN TRUST # 100

By: _____
John Goldberg, Trustee

GHS, INC., a Delaware corporation

By: _____
Alan Gold, President

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-5-

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TALLAHASSEE, FLORIDA