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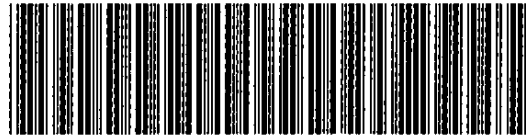
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amended
+ Restated
Art.
8



WILLIAMS MULLEN

Direct Dial: 757.473.5436
wchappell@williamsmullen.com

July 6, 2006

File No.: 035111.0029

VIA FEDERAL EXPRESS

Florida Department of State
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Amended & Restated Articles of Organization/Incorporation

Dear Sir or Madam:

Enclosed are Amended and Restated Articles of Organization/Incorporation for each of the below listed entities. Please file each and return the acknowledgment of filing to my attention as soon as possible via Federal Express, account #0235-0339-5. I enclose our firm's check in the amount of \$1,250.00.

1. RE Bayonet Point, Inc.
2. RE Jacksonville, Inc.
3. RE Kissimmee, Inc.
4. RE Orange Park, Inc.
5. RE Port Charlotte, Inc.
6. RE Safety Harbor, Inc.
7. RE Sarasota, Inc.
8. RE St. Petersburg, Inc.
9. RE Winter Haven, Inc.
10. Tandem Health Care of Florida, Inc.
11. Tandem Health Care of Miami, Inc.
12. IN-HOUSE Med B Solutions – FL, Inc.
13. OP Therapy-FL, Inc.
14. Tandem Regional Management of Florida, Inc.
15. OP Brandon, Inc.
16. OP Kissimmee, Inc.
17. OP Lake Parker, Inc.
18. OP Melbourne, Inc.

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www.williamsmullen.com



WILLIAMS MULLEN

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Page 2

19. OP Miami, Inc.
20. OP Pensacola, Inc.
21. OP Tallahassee, Inc.
22. OP West Altamonte, Inc.
23. OP Winter Haven, Inc.
24. Tandem Health Care of Bayonet Point, Inc.
25. Tandem Health Care of Fort Myers, Inc.
26. Tandem Health Care of Jacksonville, Inc.
27. Tandem Health Care of Lakeland, Inc.
28. Tandem Health Care of New Port Richey, Inc.
29. Tandem Health Care of Orange Park, Inc.
30. Tandem Health Care of Port Charlotte, Inc.
31. Tandem Health Care of Safety Harbor, Inc.
32. Tandem Health Care of Sarasota, Inc.
33. Tandem Health Care of St. Petersburg, Inc.
34. Tandem Health Care of Vero Beach, Inc.
35. Tandem Health Care of West Palm Beach, Inc.
36. LaurelPharm, LLC

Should you have any questions regarding these filings, please contact me directly. Thank you for your assistance with this matter.

Sincerely,

Wendy M. Chappell
Corporate Paralegal

Enclosures

cc: Matthew J. Comisky, Esquire (w/encl.)
Jonathan Jacobs, Esquire (w/encl.)
Richard Harkins, Esquire (w/encl.)
M. Nicole Williams, Esquire (w/o encl.)

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
RE WINTER HAVEN, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In accordance with Section 607-1007 of the Florida Business Corporation Act (the "Act"), the undersigned hereby submits these Amended and Restated Articles of Incorporation on behalf of RE Winter Haven, Inc. (the "Corporation"), a domestic profit corporation. The Articles of Incorporation were filed on March 7, 2000 and assigned document number P00000023414.

- **First:** The name of the Corporation is RE Winter Haven, Inc.
- **Second:** The Florida street address of the registered office of the Corporation is 1200 South Pine Island Road, Plantation, Florida 33324 and the name of the registered agent of the Corporation at that address is CT Corporation System.
- **Third:** The mailing and street address of the principal office of the Corporation is 1035 Powers Place, Alpharetta, Georgia 30004.
- **Fourth:** The sole purpose for which the Corporation is organized is limited to: (a) owning, holding, selling, assigning, transferring, leasing, mortgaging, pledging and otherwise dealing with the Property, and (b) exercising all powers set forth in the Act necessary or convenient to the foregoing specifically enumerated purposes.
- **Fifth:** The total number of common shares the Corporation shall have authority to issue is one thousand (1,000), \$1.00 par value.
- **Sixth:** The number of directors of the Corporation shall be from time to time fixed by, or in the manner provided in, the Bylaws, but in no event shall the number of directors be less than one, and for so long as any indebtedness remains outstanding under the Loan (as hereinafter defined), at least one of which shall be an Independent Director (as hereinafter defined). In the event of death, incapacity, resignation or removal of an Independent Director, the Board of Directors shall immediately replace such Independent Director with another Independent Director. No actions of the Board of Directors or of the Corporation which require the consent of the Independent Directors shall be taken in the absence of the Independent Directors.
- **Seventh:** Notwithstanding anything to the contrary contained in these Amended and Restated Articles of Incorporation, for so long as any indebtedness remains outstanding under the Loan (as hereinafter defined), unless the Lender consents thereto, the Corporation shall not:

- (1) Incur, assume or guaranty any indebtedness other than the Loan and trade payables incurred in the ordinary course of business which are related to the operation of the Property (as hereinafter defined), all as provided in and subject to the applicable terms and provisions of all of the Loan Documents (as hereinafter defined);
- (2) Voluntarily dissolve, terminate or liquidate, in whole or part, or consolidate or merge with or into any Person, or transfer or dispose of all or substantially all of the Corporation's assets, or change the Corporation's legal structure;
- (3) Amend or modify or cause to be amended or modified these Amended and Restated Articles of Incorporation;
- (4) Without the consent and approval of each Independent Director of the Board of Directors of the Corporation, take any Bankruptcy Action (as hereinafter defined); or
- (5) Transfer any direct or indirect legal or beneficial interests in the Corporation without complying with the applicable provisions of all the Loan Documents.

Subject to the foregoing, the Corporation reserves the right to amend, alter, change or repeal any provision contained in these Amended and Restated Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation.

- **Eighth:** To the fullest extent permitted by applicable law, the Board of Directors of the Corporation shall consider the interests of creditors of the Corporation (other than Affiliates that are creditors of such entities) in connection with all corporate action.
- **Ninth:** The duration of the Corporation is to be perpetual.
- **Tenth:** The Corporation is intended to be a Special Purpose Entity. In furtherance thereof, and notwithstanding anything to the contrary set forth herein, the Corporation shall:
 - (1) Continue to be a duly formed and validly existing corporation under the laws of the State of Florida and exist as a Special Purpose Entity;
 - (2) Comply with the provisions of its organizational documents and the laws of the State of Florida relating to corporations;

- (3) Observe all customary formalities regarding its corporate existence;
- (4) Maintain its books, records, resolutions and agreements as official records;
- (5) Conduct its business in its own name;
- (6) In addition to filing consolidated tax returns and producing consolidated financial statements (which consolidated financial statements shall indicate that the assets of the Corporation are not available to satisfy the claims of the creditors of any other Person), accurately maintain its own financial statements, accounting records and other operating documents, bank accounts and books separate from those of the shareholders, all Affiliates of the shareholders, and any other Person, and shall hold all of its assets and conduct its business in its own name;
- (7) Not commingle its assets with those of the shareholders, any Affiliate of the shareholders, or any other Person, except as otherwise required or permitted by the Loan Documents (unless otherwise required by law); provided that, to the extent the Lender commingles reserve accounts with its own funds, it is required to maintain full and complete accounting records so that it can trace such commingled funds and apply them properly to the proper parties as their interests may appear;
- (8) Pay its own liabilities including, without limitation, the salaries of its employees, from its own separate assets, except to the extent such liabilities are required to be paid by another Person in accordance with the Loan Documents;
- (9) Identify itself in all dealings with the public under its own name and as a separate and distinct entity, and not as a division or a part of the shareholders, any Affiliate of the shareholders, or any other Person and shall not identify the shareholders, any Affiliate of the shareholders, or any other Person as being a division or part of the Corporation and shall correct any known misunderstanding regarding the foregoing;
- (10) Have and maintain adequate capital in light of its contemplated business operations;
- (11) Prepare and file a separate tax return, to the extent permitted by law;

- (12) Maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
 - (13) Hold regular membership meetings, as appropriate, to conduct its business;
 - (14) Not (i) assume or guarantee the liabilities of the shareholders, any Affiliate of the shareholders, or any other Person, (ii) acquire the obligations or securities of the shareholders, any Affiliate of the shareholders, or any other Person, (iii) make loans to or buy or hold evidences of indebtedness issued by the shareholders, any Affiliate of the shareholders, or any other Person, (iv) hold out its credit as being available to satisfy the obligations of any other Person, or (v) pledge its asset for the benefit of any other Person;
 - (15) Not enter into or be a party to any transaction with the shareholders, or any Affiliate of the shareholders (other than in connection with the Loan) except in the ordinary course of business of the Corporation on terms which are no less favorable to the Corporation than would be obtained in a comparable arms-length transaction with an unrelated third party, and allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including payment for office space and services performed by any employee of any Affiliate;
 - (16) Not have any material assets other than the Property, such incidental personal property as may be necessary in connection with the ownership of the Property, or as otherwise permitted under the Loan Documents; and
 - (17) Use separate stationery, invoices, bank accounts and checks bearing its own name and maintain a sufficient number of employees in light of its contemplated business operations.
- **Eleventh:** The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the Act, as the same may be amended and supplemented.
 - **Twelfth:** The Corporation shall, to the fullest extent permitted by the provisions of Section 607.0850 of the Act, as the same may be amended and supplemented, indemnify any and all Persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as

to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a Person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a Person.

- **Thirteenth:** From time to time, subject to the provisions of Article 7 above, any of the provisions of these Amended and Restated Articles of Incorporation may be amended, altered, or repealed and other provisions authorized by the laws of the State of Florida at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the shareholders of the Corporation by these Amended and Restated Articles of Incorporation are granted subject to the provisions of this Article 13.
- **Fourteenth:** Notwithstanding anything to the contrary contained in Article 12 hereof, the Corporation's indemnification of any Person thereunder shall, for so long as there remains outstanding any indebtedness under the Loan, be fully subordinated to the Loan and shall not constitute a claim against the Corporation in the event that any distribution received by the Corporation on account of its ownership of the Property is insufficient to pay such obligations.
- **Fifteenth:** Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms as used in these Amended and Restated Articles of Incorporation shall have the following meanings for the purposes of these Amended and Restated Articles of Incorporation:
 - (1) "Affiliate" of a Person means: (i) a Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person; (ii) any spouse or child of a Person described in (i); and (iii) any trust or other entity established for the benefit of any of the Persons described in (i) or (ii). "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract, as trustee, executor, or otherwise.
 - (2) "Bankruptcy Action" means (a) the commencement by the Corporation of any case or proceeding in respect of the Corporation under any federal or state law relating to bankruptcy, insolvency, reorganization or relief of debtors, (b) the institution of any proceedings by the Corporation to have the Corporation adjudicated as bankrupt or insolvent, (c) the Corporation's consent to a petition, seeking reorganization, arrangement, adjustment, winding up, dissolution, composition, liquidation or other relief of the Corporation's debts under any federal or state law relating to bankruptcy, (e) the Corporation's seeking or consenting to the

appointment of a receiver, liquidator, assignee, trustee, sequestrator or custodian for the Corporation or for all or substantially all of their respective properties, (f) the making by the Corporation, of an assignment for the benefit of the Corporation's creditors or (g) the taking by the Corporation of any action in furtherance of any of the foregoing.

- (3) "Independent Director" means an individual reasonably satisfactory to the Lender (as hereinafter defined) who shall not have been at the time of such individual's appointment as a director, may not have been at any time during the preceding five (5) years and shall not be at any time while serving as a director of the Corporation (a) a shareholder, officer, director, member, partner, attorney, counsel or employee of the Corporation or any of its Affiliates (other than as an "independent" director, member, manager and/or partner), (b) a customer of, or supplier to, the Corporation or any of its Affiliates, (c) a Person (as hereinafter defined) controlling, controlled by or under common control with, any such shareholder, officer, director, member, partner, attorney, counsel, employee, customer or supplier, or (d) a member of the immediate family of any such shareholder, officer, director, member, partner, employee, customer or supplier.
- (4) "Lender" means any holder of the Loan and the Loan Documents related thereto, and any successor holder(s).
- (5) "Loan" means, collectively, those certain loans made to the Corporation and certain other borrowers on or about the date hereof originated by CapitalSource Finance, LLC and Citicorp USA, Inc., respectively.
- (6) "Loan Documents" means, collectively, each promissory note or other evidence of indebtedness and all mortgages, deeds of trust, deeds to secure debt and security agreement, assignments, financing statements, guarantees, pledges and collateral security agreements delivered in connection with the Loan, and any replacement, renewal, extension, substitution, addition, supplement, amendment or modification of any of the foregoing.
- (7) "Person" means an individual, a general partnership, a limited partnership, a limited liability partnership, a trust, an estate, an association, a corporation, a limited liability company, or any other legal or commercial entity.
- (8) "Property" means that parcel of real property owned or leased by the Corporation, and all improvements and appurtenances and all fixtures and other personal property related thereto.

- (9) "Special Purpose Entity" means a Person, other than an individual, which (a) is formed or organized solely for the purposes set forth in Article 4 hereof, (b) does not engage in any business unrelated to such purpose, (c) does not have any material assets other than the Property, such incidental personal property as may be necessary in connection with the ownership of the Property, or as otherwise permitted under the Loan Documents, (d) is subject to all of the limitations on powers set forth in the organizational documents of the Corporation and (e) at all times complies with the covenants set forth in Articles 4, 6, 7, 8, 10, and 14 hereof.

These Amended and Restated Articles of Incorporation were duly adopted by the sole shareholder by written consent on the 30th day of June, 2006 in accordance with Sections 607.1007, 607.1003 and 607.0704 of the Act.

Signed this 30th day of June, 2006

RE WINTER HAVEN, INC.

By: 
Christopher M. Sertich, President