

CliniCorp, Inc.
1601 Belvedere Road, Suite 500 East
West Palm Beach, Florida 33406
Telephone: 407.684.2225
Fax: 407.689.2225



P37314

August 22, 1997

VIA OVERNIGHT/NEXT WEEKDAY DELIVERY
(1-904-487-6050)

Division of Corporations
Florida Secretary of State
409 East Gaines St.
Tallahassee, FL 32399
ATTENTION: THELMA LEWIS

Re: CliniCorp, Inc. dba CliniCorp of Delaware (#P37314)
Trident Medical Concepts, Inc. (#P96000061222)

FILED
97 AUG 21 PM 1:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
500002277455--3
-08/26/97-01046-001
*****70.00 *****70.00

Dear Ms. Lewis:

In accordance with our conversation earlier today, enclosed is 1 original Certificate of Name Change issued by the Delaware Secretary of State in connection with the name change of CliniCorp, Inc. to Trident Medical Concepts, Inc.

This Certificate is being submitted as an attachment to the Application to File Amendment to Application for Authorization to Transact Business in Florida by CliniCorp, Inc, which you received on August 19, i.e., last Tuesday.

In light of the intent to document the merger of the Delaware corporation and the Florida corporation and the simultaneous name change of the Delaware corporation to that of the Florida corporation, we request that a **file date of August 21, 1997**, be stamped on both of (i) the Application to File Amendment to Application for Authorization to Transact Business in Florida by CliniCorp, Inc, and (ii) the Articles of Merger of Trident Medical Concepts, Inc. into CliniCorp, Inc., so that the Delaware filing and the Florida filings have the same day file dates.

Once filing is completed, please send to me at the above address the stamped file copy of each filing and do not hesitate to call me at 1-800-762-7762, ext.21, if you have any questions or concerns with respect to these filings.

Very truly yours,

Linda Wood

Linda D. Wood
Certified Legal Assistant

Enclosure

cc: Anthony J. Gigliotti
Roberto L. Palenzuela, Esq.

AUG 25 1997

Merger re

CliniCorp, Inc.
1601 Belvedere Road, Suite 500 East
West Palm Beach, Florida 33406
Telephone: 407.684.2225
Fax: 407.689.2225



August 18, 1997

VIA OVERNIGHT DELIVERY

Division of Corporations
Florida Secretary of State
409 East Gaines St.
Tallahassee, FL 32399
ATTENTION: THELMA LEWIS

Re: CliniCorp, Inc. dba CliniCorp of Delaware (#P37314)
Trident Medical Concepts, Inc. (#P96000061222)

Dear Ms. Lewis:

In accordance with our conversation earlier today, enclosed are (i) 1 original and 1 copy of an Application to File Amendment to Application for Authorization to Transact Business in Florida by CliniCorp, Inc., and (ii) 1 original and 1 copy of Articles of Merger of Trident Medical Concepts, Inc. into CliniCorp, Inc. As you will note, both filings mention changing the name of CliniCorp, Inc., the survivor of the merger, to Trident Medical Concepts, Inc.

Also enclosed herein is a check in the amount of \$70.00 made payable to Florida Secretary of State covering the filing fee of \$35.00 for each company named a party to the merger. As agreed during our conversation earlier today, in this circumstance there is no filing fee applicable to the Delaware corporation's filing of the Application to File Amendment which is to be filed simultaneous with the Articles of Merger which also notes the name change.

As a reminder, we are filing a Certificate of Merger in Delaware on Tuesday, August 19. The enclosed filings are to also have a file date of August 19, 1997. I have ordered from Delaware a certification of the name change of the Delaware corporation which is to occur simultaneously with the merger. As such certification is to accompany the Application to File Amendment, I expect to receive it on Wednesday, August 20 and will send it to you via overnight delivery. You should receive Delaware certification of the name change on Thursday, August 21.

Once filing is completed, please send the stamped file copy of each document submitted herewith to me at the above address and do not hesitate to call me at 1-800-762-7762, ext.21, if you have any questions or concerns with respect to these filings.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Linda D. Wood".

Linda D. Wood
Certified Legal Assistant

Enclosures

cc: Anthony J. Gigliotti
Roberto L. Palenzuela, Esq. (w/encls)

ARTICLES OF MERGER
Merger Sheet

MERGING:

TRIDENT MEDICAL CONCEPTS, INC., a Florida corporation, P96000061222

into

CLINICORP., INC., doing business in Florida as CLINICORP OF
DELAWARE, INC. which changed its name to TRIDENT MEDICAL
CONCEPTS, INC., a Delaware corporation P37314

File date: August 21, 1997

Corporate Specialist: Thelma Lewis

PROFIT CORPORATION

APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

(Pursuant to s. 607.1504, F.S.)

SECTION I

(1-3 must be completed)

1. CLINICORP, INC. d/b/a CLINICORP OF DELAWARE
Name of corporation as it appears on the records of the Department of State.
2. Delaware
Incorporated under the laws of
3. January 31, 1992
Date authorized to do business in Florida

SECTION II

(4-7 complete only the applicable changes)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? _____
5. TRIDENT MEDICAL CONCEPTS, INC.
Name of corporation after the amendment, adding suffix "corporation", "company" or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation.
6. If the amendment changes the period of duration, indicate new period of duration.
N/A
New Duration
7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.
N/A
New Jurisdiction



Signature

Anthony J. Gigliotti
Typed or printed name

August 18, 1997

Date

Chairman & CEO

Title

FILED
21 97 AUG 21 PM 28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "CLINICORP, INC.", FILED A CERTIFICATE OF MERGER, CHANGING ITS NAME TO "TRIDENT MEDICAL CONCEPTS, INC.", THE TWENTY-FIRST DAY OF AUGUST, A.D. 1997, AT 9 O'CLOCK A.M.




Edward J. Freel, Secretary of State

2264084 8320

971280651

AUTHENTICATION: 8617585

DATE: 08-21-97

ARTICLES OF MERGER
OF
TRIDENT MEDICAL CONCEPTS, INC.
INTO
CLINICORP, INC.

(Under Section 607.1107 of the
Florida Business Corporation Act)

FILED
97 AUG 21 PM 1:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CliniCorp, Inc. hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations are:

(a) Trident Medical Concepts, Inc., a Florida corporation;
and

(b) CliniCorp, Inc., a Delaware corporation.

2. The Agreement for Plan of Reorganization and Funding (the "Plan") attached hereto as Exhibit "A" has been approved, adopted, certified, executed and acknowledged by Trident Medical Concepts, Inc. and CliniCorp, Inc., in accordance with the provisions of Section 607.1107 of the Florida Business Corporation Act and Sections 252 and 303 of the General Corporation Law of the State of Delaware.


3. The name of the surviving corporation is CliniCorp, Inc. which, pursuant to the Plan, will change its name from and after the effective date, as hereinafter provided, to Trident Medical Concepts, Inc.

4. The merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida and the filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

5. The Plan was adopted by each of the Board of Directors and shareholders of Trident Medical Concepts, Inc. on May 10, 1997. With respect to CliniCorp, Inc., the Plan was part of the Second Amended Joint Plan of Reorganization, which was confirmed by the United States Bankruptcy Court for the Southern District of Florida on May 14, 1997. Approval of the Plan by the Board of Directors and stockholders of CliniCorp, Inc., therefore, was not required pursuant to Section 303 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Trident Medical Concepts, Inc. and
CliniCorp, Inc. have caused these Articles of Merger to be executed
on the 18 day of August, 1997.

TRIDENT MEDICAL CONCEPTS, INC.

By: 
Anthony J. Gigliotti
Chairman & CEO

CLINICORP, INC.

By: 
Anthony J. Gigliotti
Chairman & CEO

MIA3-523789

EXHIBIT A

Agreement for Plan of Reorganization and Funding

AGREEMENT FOR PLAN OF REORGANIZATION AND FUNDING

This Agreement for Plan of Reorganization and Funding, dated as of the 20th day of March, 1997 between CLINICORP, INC. ("CliniCorp"), a Delaware corporation, Debtor in Possession, and TRIDENT MEDICAL CONCEPTS, INC. ("Trident"), a Florida corporation.

W I T N E S S E T H:

WHEREAS, CliniCorp is a debtor in possession in the bankruptcy case pending in the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division, at Case Nos. 96-32529-BKC-SHF, 96-32530-BKC-SHF and 96-32531-BKC-SHF (the "Bankruptcy Case"); and

WHEREAS, the parties hereto desire that simultaneously with the consummation of the plan of reorganization for CliniCorp (i) CliniCorp stock be exchanged for all of the outstanding stock of Trident, (ii) Trident be merged into CliniCorp and (iii) CliniCorp change its name to Trident Medical Concepts, Inc.; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the exchange and merger;

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, and covenants herein contained the parties hereby agree as follows:

ARTICLE 1
EXCHANGE AND MERGER

Subject to the terms and conditions herein, within 3 days after confirmation of the Joint Plan of Reorganization of CliniCorp, Inc., Debtor and Trident Medical Concepts, Inc. in the Bankruptcy Case, to be substantially in conformity with the document annexed hereto as Exhibit "A" (the "Plan") by the U.S. Bankruptcy Court for the Southern District of Florida (the "Closing Date"), at West Palm Beach, Florida, or at such other time and place as CliniCorp and Trident shall designate (the "Closing"):

1.1 Trident. Trident shall cause its shareholders to endorse and deliver to CliniCorp all of the issued and outstanding stock of Trident, which shall consist of 2,773,000 shares of Trident common stock issued to the founders of Trident listed in Exhibit "B" (the "Trident Founders") plus

all shares of Trident preferred stock which shall be issued in connection with a private placement (the "Private Placement") of up to 2,500,000 shares of convertible preferred stock of Trident under Rule 506 of the Securities and Exchange Commission of the United States of America, and warrants issued in connection with the Private Placement.

1.2 CliniCorp. On the same date CliniCorp shall:

1.2.1 issue and deliver to the Trident Founders, up to 2,775,000 shares of unregistered, restricted CliniCorp common stock, which shares shall be divided among, and registered to the Trident Founders in the proportions listed in Exhibit "B" hereto; and

1.2.2 issue and deliver 850,000 shares as follows: (i) to certain creditors and officers of CliniCorp (the "Creditors") who provided or will provide funds or services to CliniCorp after the filing of the petition for relief in bankruptcy filed by CliniCorp in the Bankruptcy Case, 417,000 shares of CliniCorp common stock in exchange for secured and unsecured debt held by them on the Closing Date, such stock to be divided among, and registered to the Creditors as more particularly described in the Plan; and (ii) to Trident, 433,000 shares of common stock in exchange for its funding of the Plan. Immediately following the Closing, Trident shall submit said 433,000 shares of common stock to the Secretary of CliniCorp for cancellation.

1.2.3 issue and deliver to all shareholders of Trident who acquire their shares in the Private Placement one share of unregistered, restricted CliniCorp preferred stock for every share of Trident preferred stock acquired by such Trident shareholders in the Private Placement.

1.2.4 issue and deliver to Burnham (i) in connection with the merger between Trident and CliniCorp, warrants to purchase 411,000 shares of unregistered, restricted common stock of CliniCorp, as provided in paragraph 2(b) of that certain engagement letter (the "Engagement Letter") dated January 1, 1997 between Trident and Burnham; (ii) in connection with the Private Placement, warrants to purchase unregistered, restricted CliniCorp common stock in an amount equal to the number of warrants for shares of Trident which shall have been issued to Burnham by Trident as provided in paragraph 2(b)(i) of the Engagement Letter; and (iii) in the event that Burnham shall have obtained funds from a debt financing for Trident on or prior to the Closing Date, warrants to purchase unregistered, restricted CliniCorp common stock in an amount equal to the number of warrants for shares

of Trident which shall have been issued to Burnham by Trident as provided in paragraph 2(b)(ii) of the Engagement Letter.

The unregistered, restricted shares to be issued by CliniCorp pursuant to this Article 1 are hereinafter referred to as the "New Shares." At the Closing, all common and preferred stock and warrants and options for stock of CliniCorp other than the New Shares shall be cancelled.

1.3 Merger. On the Closing Date, Trident shall be merged into CliniCorp and CliniCorp shall change its name to Trident Medical Concepts, Inc.

ARTICLE 2 TRIDENT'S REPRESENTATIONS AND WARRANTIES

Trident represents and warrants to CliniCorp as of the date hereof and on the Closing Date as follows (all representations and warranties being joint and several):

2.1 Good Standing. Trident is a corporation duly organized and validly existing in good standing under the laws of the State of Florida, and it is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances and orders of public authorities to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by Trident and its subsidiaries in the conduct of their business and the nature of the business as now transacted by it or them do not require qualification as a foreign corporation in any jurisdiction in which they are not so registered.

2.2 Stockholders and Stock. The authorized capital stock of Trident consists solely of 40,000,000 shares of common stock, \$.001 par value, of which 2,775,000 common shares are issued and outstanding, and 10,000,000 shares of preferred stock, \$.001 par value, none of which is issued and outstanding (together, the "Trident Stock"). Each share of stock is duly and validly authorized, issued and outstanding, fully paid and nonassessable, and was not issued in violation of the preemptive rights of any Stockholder, and will be free and clear of liens and encumbrances at the Closing Date. No option, warrant, call or commitment of any kind obligating Trident to issue any of its capital stock exists or except as disclosed in Section 3.1(c)(2) hereof, will exist on the Closing Date.

2.3 Financial Statements. Trident has delivered to CliniCorp pro forma income statements of Trident for the period ended December 31, 1996 and forecasted pro forma income statements

for the 12 months ended December 31, 1997 and any updated financial statements prepared subsequent thereto.

Except as and only to the extent expressly disclosed on a statement signed by Trident and identified as being delivered pursuant to this Section 2.3, such financial statements have been prepared in accordance with generally accepted accounting principles, applied on a consistent basis throughout the period indicated.

2.4 Title. Trident has, or at the Closing Date will have, good and marketable title to, or letters of intent to purchase, one or more businesses in the health care field having historical earnings before interest, taxes, depreciation and amortization ("EBITDA") not less than \$3,000,000 in the aggregate during the immediately preceding 12 month period.

ARTICLE 3 COVENANTS OF TRIDENT

3.1 Between the date of this Agreement and the Closing Date Trident will:

3.1.1 Afford to the officers and authorized representatives of CliniCorp access to the properties, books and records of Trident and will furnish CliniCorp with such additional financial and operating data and other information as to the business and properties of Trident and each subsidiary as CliniCorp may from time to time reasonably request;

3.1.2 Cooperate with CliniCorp, its representatives and counsel in the preparation of any documents or other material which may be required in connection with any securities or bankruptcy filings or approvals applicable to the transactions contemplated herein, or in connection with any other documents or materials required by any governmental agency. CliniCorp will cause all information obtained in connection with the negotiation and performance of this Agreement to be treated as confidential (except such information as CliniCorp may be required to disclose to the Securities and Exchange Commission, the Bankruptcy Court for the Southern District of Florida or any other governmental agency) and will not use, and will not knowingly permit others to use, any such information in a manner detrimental to Trident;

3.1.3 Carry on its business in substantially the same manner as it has heretofore and not introduce any material new method of management, operation or

accounting;

3.1.4 Maintain its properties and facilities in as good working order and condition as at present, ordinary wear and tear excepted;

3.1.5 Perform all its material obligations under agreements relating to or affecting its assets, properties and rights;

3.1.6 Keep in full force and effect present insurance policies or other comparable insurance coverage; and

3.1.7 Use its best efforts to maintain and preserve its business organization intact, retain its present employees and maintain its relationships with suppliers, customers and others having business relations with it.

Except in the normal course of business,

3.2 Trident will not, without the prior written consent of CliniCorp:

3.2.1 Make any change in its Articles of Incorporation;

3.2.2 Issue any securities except for:

3.2.2.1 any number of shares of Trident common stock, preferred stock and promissory notes as contemplated in letters of intent existing on the date hereof to purchase one or more businesses in the health care field set forth or described on Exhibit "C" attached hereto, upon terms and conditions substantially similar to the terms and conditions contained in such letters of intent, or such other businesses upon such terms as may be approved by CliniCorp;

3.2.2.2 up to 2,500,000 shares of Trident preferred stock and warrants issued pursuant to the Engagement Letter.

3.2.3 Declare or pay any dividend or make any distribution in respect of its stock whether now or hereafter outstanding, or purchase, redeem or otherwise acquire or retire for value any shares of its stock;

3.2.4 Enter into any contract or commitment or incur or agree to incur any liability or make any capital expenditures except in the normal course of business or as specifically contemplated herein;

3.2.5 Create, assume or permit to exist any mortgage,

pledge or other lien or encumbrance upon any assets or properties whether now owned or hereafter acquired;

3.2.6 Sell, assign, lease or otherwise transfer or dispose of any property or equipment except (i) in the normal course of business, (ii) in connection with acquisitions or (iii) in connection with asset based credit facilities in the normal course of business; or

3.2.7 Merge or consolidate or agree to merge or consolidate with or into any other corporation except in connection with the acquisitions described or referred to in Section 3.1(c)(2) above.

ARTICLE 4 CONDITIONS TO THE OBLIGATIONS OF TRIDENT

The obligations of Trident hereunder are, at its option, subject to the satisfaction, on or prior to the Closing Date, of the following conditions:

4.1 True Representations. The representations and warranties of CliniCorp contained in this Agreement shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date; each and all of the agreements of CliniCorp to be performed on or before the Closing Date pursuant to the terms hereof shall have been performed; and CliniCorp shall have delivered to Trident a certificate dated the Closing Date and signed by CliniCorp to all such effects.

4.2 Good Standing. CliniCorp is a corporation in Chapter 11 duly organized and validly existing in good standing under the laws of the State of Delaware, and it is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances and orders of public authorities to carry on its business in the places and in the manner as not conducted. The character and location of the assets now owned or regularly leased by CliniCorp and each of its subsidiaries in the conduct of its or their business and the nature of the business as now transacted by it or them do not require qualification as a foreign corporation in any jurisdiction.

4.3 Stockholders and Stock. All common and preferred stock, warrants and options of CliniCorp shall be cancelled under the Plan and the only securities outstanding following the consummation of the Plan shall be the New Shares. Each of the New Shares shall be duly and validly authorized and issued, fully paid and nonassessable, and shall not be issued in violation of the preemptive rights of any stockholder. No option, warrant, call or commitment of any kind obligating CliniCorp to issue any of its capital stock shall exist.

4.4 Financial Statements. ClniCorp has delivered to Trident copies of the following financial statements of ClniCorp and its subsidiaries:

4.4.1 Balance sheet as of December 31, 1996 (hereinafter referred to as "ClniCorp's Balance Sheet Date");

4.4.2 Profit and Loss Statement for the 7 month period ended on ClniCorp's Balance Sheet Date;

4.4.3 Balance sheets and profit and loss statements and statements of the source and application of funds for its five most recent prior fiscal years.

Except as and only to the extent expressly disclosed on a statement signed by ClniCorp and identified as being delivered pursuant to this Section 4.4, such financial statements have been prepared in accordance with generally accepted accounting principles, applied on a consistent basis throughout the period indicated. Except as and only to the extent expressly disclosed on a statement signed by ClniCorp and identified as being delivered pursuant to this section, ClniCorp's balance sheets present fairly the financial condition of ClniCorp and its subsidiaries as of the dates indicated thereon and such profit and loss statements present fairly the results of operations of ClniCorp and its subsidiaries for the period indicated thereon.

4.5 Title. To the knowledge and belief of ClniCorp, ClniCorp and each of its subsidiaries has good and marketable title to all properties, assets and leasehold estates, real and personal, owned and used in its business, and which is material to the operation of that business, including those reflected on Exhibit "D" (except as since sold or otherwise disposed of in the ordinary course of business), subject to no mortgage, pledge, lien, conditional sales agreement, encumbrance or charge, except for:

4.5.1 Liens reflected in the Plan as securing specified liabilities; and

4.5.2 Liens for current taxes and assessments not in default; and

4.5.3 Liens arising by operation of law of which, except to the extent disclosed in the Plan, ClniCorp has no knowledge of any liens existing.

4.6 Standstill Agreement or Other Arrangements with Capital Healthcare Financing. ClniCorp shall have obtained a standstill agreement from Capital Healthcare Financing, a

division of Capital Factors, Inc. ("Capital") wherein Capital shall agree not to exercise its remedies for default under the pre-merger arrangements between Capital and CliniCorp for a mutually agreeable period of time, and Capital shall only take a lien on clinic assets and receivables of CliniCorp and receivables of Medical Diagnostic Imaging of America, a division of CliniCorp, or any other arrangements shall have been made with Capital which are satisfactory to Trident.

4.7 Approval of Plan of Reorganization by Trident and Filing of Plan. The Plan shall have been approved by Trident and filed on or before April 7, 1997.

4.8 Bankruptcy Court Approval. This Agreement shall have been approved and the Plan shall have been confirmed by the U.S. Bankruptcy Court for the Southern District of Florida on or before May 31, 1997. This date may be extended by up to 30 days by agreement of the parties.

4.9 Resignation of Officers and Directors. All officers and directors of CliniCorp shall resign and shall be replaced with the officers and directors of Trident.

ARTICLE 5 COVENANTS OF CLINICORP

5.1 Between the date of this Agreement and the Closing Date, CliniCorp and its subsidiaries will:

5.1.1 Afford to the officers and authorized representatives of Trident access to the plants, properties, books and records of CliniCorp and its subsidiaries and will furnish Trident with such additional financial and operating data and other information as to the business and properties of CliniCorp as Trident may from time to time reasonably request;

5.1.2 Carry on their business in substantially the same manner as they have heretofore and not introduce any material new method of management, operation or accounting;

5.1.3 Maintain their properties and facilities in as good working order and condition as at present, ordinary wear and tear excepted;

5.1.4 Perform all their material obligations under agreements relating to or affecting its assets, properties and rights;

5.1.5 Keep in full force and effect present insurance

policies or other comparable insurance coverage; and

5.1.6 Use their best efforts to maintain and preserve their business organization intact, retain their present employees and maintain their relationships with suppliers, customers and others having business relations with them.

5.1.7 Not, without the prior written consent of Trident except as provided in the Plan:

5.1.7.1 Make any change in its Articles of Incorporation;

5.1.7.2 Issue any securities except as contemplated in Section 1.2 hereof; or

5.1.7.3 Declare or pay any dividend or make any distribution in respect of its stock whether now or hereafter outstanding, or purchase, redeem or otherwise acquire or retire for value any shares of its stock;

5.1.7.4 Enter into any contract or commitment or incur or agree to incur any liability or make any capital expenditures except in the normal course of business;

5.1.7.5 Cancel or reject any contract to which it is a party;

5.1.7.6 Increase the compensation payable or to become payable to any officer, employee or agent, or make any bonus payment to any such person;

5.1.7.7 Create, assume or permit to exist any mortgage, pledge or other lien or encumbrance upon any assets or properties whether now owned or hereafter acquired;

5.1.7.8 Sell, assign, lease or otherwise transfer or dispose of any property or equipment except in the normal course of business; or

5.1.7.9 Merge or consolidate or agree to merge or consolidate with or into any other corporation.

ARTICLE 6 CONDITIONS TO THE OBLIGATIONS OF CLINICORP

The obligations of CliniCorp hereunder are, at its option,

subject to the satisfaction, on or prior to the Closing Date of the following conditions:

6.1 True Representations. The representations and warranties of Trident contained in this Agreement shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date; each and all of the agreements of Trident to be performed on or before the Closing Date pursuant to the terms hereof shall have been performed; and Trident shall have delivered to CliniCorp a certificate dated the Closing Date and signed by an executive officer of Trident to such effects.

6.2 Bankruptcy Court Approval. This Agreement and the Plan shall have been approved by the U.S. Bankruptcy Court for the Southern District of Florida on or before May 31, 1997. This date may be extended by up to 30 days by agreement of the parties.

6.3 Private Placement by Trident. Trident shall have successfully completed a private placement of not less than \$1,000,000.

ARTICLE 7 GENERAL

7.1 Additional Instruments. The parties hereto shall deliver or cause to be delivered on the Closing Date, and at such other times and places as shall be reasonably agreed on, such additional instruments as any party may reasonably request for the purpose of carrying out this Agreement. CliniCorp and Trident will cooperate and use their best efforts to have the present officer, directors and employees of CliniCorp and Trident cooperate on and after the Closing Date in furnishing information, evidence, testimony and other assistance in connection with any actions, proceedings, arrangements or disputes of any nature with respect to matters pertaining to all periods prior to the Closing Date.

7.2 Assignment. This Agreement and the rights of CliniCorp hereunder may not be assigned (except by operation of law) and shall be binding upon and shall inure to the benefit of the parties hereto, and the successors of and the heirs and legal representatives of the parties hereto.

7.3 Entire Agreement. This Agreement (including the schedules and annexes hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding between the parties hereto and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or

amended only by a duly authorized written instrument executed by the parties hereto.

7.4 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party.

7.5 Notices. Any notice or communication required or permitted hereunder shall be sufficiently given if sent by first class mail, postage prepaid:

TO CLINICORP: 1601 Belvedere Road
West Palm Beach, Florida 33406

TO TRIDENT: c/o Lewis Vegosen Rosenbach & Silber, P.A.
500 S. Australian Avenue, 10th Floor
West Palm Beach, Florida 33401
Attn: Ken Treadwell

7.6 Survivorship. All warranties, covenants, representations and guarantees shall survive the closing and execution of the documents contemplated by this Agreement. The parties hereto in executing, and in carrying out the provisions of, this Agreement are relying solely on the representations, warranties and agreements contained in this Agreement or in any writing delivered pursuant to provisions of this Agreement or at the closing of the transactions herein provided for and not upon any representation, warranty, agreement, promise or information, written or oral, made by any person other than as specifically set forth herein or therein.

7.7 Law. This Agreement shall be construed in accordance with the laws of the State of Florida, without giving effect to the choice of law provisions thereof.

7.8 Jurisdiction and Venue. Jurisdiction and venue of any action for enforcement of this Agreement (i) while the Bankruptcy Case is pending shall be in the U.S. Bankruptcy Court for the Southern District of Florida, and (ii) after termination of the Bankruptcy Case shall be in the Courts of the State of Florida in and for Palm Beach County.

as of the day and year first above written.

Attest:

CLINICORP, INC., Debtor in
Possession, a Delaware corporation

Charles T. Harker

1-2-97

By: *Haim L. Pines*
_____, President

TRIDENT MEDICAL CONCEPTS, INC.
a Florida corporation

Edmund M. L...

By: *[Signature]*
_____, President

[Agreement for Plan of Reorganization and Funding, dated as of
the 20th day of March, 1997 between CLINICORP, INC. ("CliniCorp"),
a Delaware corporation, Debtor in Possession, and TRIDENT MEDICAL
CONCEPTS, INC. ("Trident"), a Florida corporation]

EXHIBIT "A"
to
AGREEMENT AND PLAN OF REORGANIZATION

[Joint Plan of Reorganization of CliniCorp and Trident]

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

In re:

CliniCorp, Inc.,
CliniCorp Medical Centers of Florida,
Inc.
Chiropractic Associates of Greater
Florida, P.A.,

Debtors./

Case No.: 96-32529-BKC-SHF (Lead Case)
96-32530-BKC-SHF
96-32531-BKC-SHF

COPY

Chapter 11

Judge Steven H. Friedman

SECOND AMENDED
JOINT PLAN OF REORGANIZATION
of
CLINICORP, INC..
CLINICORP MEDICAL CENTERS OF FLORIDA, INC..
CHIROPRACTIC ASSOCIATES OF GREATER FLORIDA, P.A..DEBTORS
and
TRIDENT MEDICAL CONCEPTS, INC.
AS AMENDED, DATED AND REFILED
MARCH 27, 1997

PETER A. NATHAN
JACOB & WEINGARTEN, P.C.
Attorney for Debtors
FL BAR NO.: 320153
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ARTICLE 1.

Definitions:

As used in this Joint Plan and the Joint Disclosure Statement filed contemporaneously herewith, the following terms shall have the respective meanings set forth below, and such meanings shall be equally applicable to the singular and plural forms of the terms defined unless the context requires otherwise.

1.01 Actions

All actions that a trustee or debtor-in-possession is empowered to bring pursuant to 11 U.S.C. Sections 542-553 of the Code, and any other cause of action, lawsuit, adversary proceeding, contested matter, claim objection or right of the Debtors or the Estate against any Person.

1.02 Administrative Claim

A claim for payment of an administrative expense under Section 503 of the Code that is entitled to priority under Section 507(a)(7) of the Code and any fees or charges assessed against the Estate pursuant to 28 U.S.C. 1930.

1.03 Administrative Claimant

The holder of an Administrative Claim.

1.04 Allowed Amount

With respect to a Claim (a) if the holder of a Claim has not filed a proof of claim with the Court within the applicable period of limitation fixed by the Court pursuant to Rule 3003(c)(3) of the Rules, then the amount of such Claim that was listed in the Schedules (as originally filed in the Case) as not disputed, contingent or unliquidated, or (b) if a holder of a Claim has filed a proof of claim with the Court within the applicable period of limitation fixed by the Court pursuant to rule 3003(c)(3) of the Rules: (i) the amount stated in such proof of claim, if no objection to such proof of claim has been interposed within the applicable period of limitation fixed by the Code or Rules, or as otherwise fixed by the Court, or (ii) such amount as shall be fixed by an order of the Court which has become a Final Order, if an objection has been interposed within the applicable period of limitation fixed by the Code, the Rules, or the Court, or (c) with respect to a Fee Request, such amount as shall be fixed by an order of the court which has become a Final Order. In no event

shall the Allowed Amount of any Priority Claim or Unsecured Claim include interest accrued on such Claim after the Filing Date.

1.05 Allowed Claim

Any Claim which is not a disputed Claim for which an Allowed Amount has been finally determined in such Allowed Amount.

1.06 Allowed Interest

Any Interest which has not been timely disputed, or if timely disputed, which has been allowed by order of the Court which has become a Final Order.

1.07 Allowed Indemnity Claim

The claim of RAS Securities, Inc. for indemnity pursuant to an executed indemnity agreement between RAS Securities, Inc. and the Debtor.

1.08 Article

One of the numbered Articles of the Plan.

1.09 Assets

All of the right, title and interest of the Debtors in and to property real and personal, tangible and intangible of any type or nature including the Actions.

1.10 Assumed Contract

An Executory Contract (as modified or amended pursuant to the Plan, prior order of the Court or by agreement of the parties) that is assigned to Reorganized CliniCorp pursuant to the Plan.

1.11 Back Pain Collateral

All collateral as specified by UCC filings to include chiropractic accounts receivables of the four closed clinics at Clinicare of FM 1960 in Houston, Texas, Clinicare of Carrollton, Texas, Clinicare of Hattiesburg, Mississippi and Clinicare of Northwest Dallas, Texas, owned by CliniCorp on the Petition Date; all of the physical assets from the Carrollton, Hattiesburg and Northwest Dallas Clinics owned by CliniCorp on the Petition Date, but location of which is unknown to CliniCorp; and the physical assets and chiropractic accounts receivable owned by CliniCorp at the

operating clinic of Dr. Kasian in Phoenix, Arizona, as of the Confirmation Date of the Plan, together with all monies in the Segregated Account established by Court order containing collections from the accounts receivable of the closed clinics.

1.12 Business Day

A day other than a Saturday, a Sunday or a day on which commercial banks in West Palm Beach, Florida are authorized or required to close.

1.13 Capital Collateral

All accounts receivable factored to Capital in the possession of the Debtor as of the Confirmation Date.

1.14 Case

This Chapter 11 jointly administered case under lead case No. 96-32529-BKC-SHF, United States Bankruptcy Court for the Southern District of Florida.

1.15 Chiropractic Associates or CAGE

Chiropractic Associates of Greater Florida, P.A., one of the Debtors, and a Plan Proponent. The assets and liabilities of Chiropractic Associates will be substantively consolidated into CliniCorp upon the Confirmation of the Plan.

1.16 Claim

(a) A right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed or contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured; (c) without limiting the generality of the foregoing, all Administrative claims, Priority claims, Secured claims and Unsecured Claims.

1.17 Class

A group of Claims or Interests classified together pursuant to Article 2 of the Plan.

1.18 CliniCorp

CliniCorp, Inc., one of the Debtors and one of the Plan Proponents.

1.19 CliniCorp Medical Centers of Florida, Inc. or CMCF

CliniCorp Medical Centers of Florida, Inc., one of the Debtors, and a Plan Proponent. The assets and liabilities of CliniCorp Medical will be substantively consolidated into CliniCorp upon the Confirmation of the Plan.

1.20 Code or Bankruptcy Code

The Bankruptcy Code, 11 U.S.C. Section 101, *et seq.*

1.21 Common Stock

Means the common stock of any of the Debtors, and includes any warrants, rights, options, puts, calls, escrow or other arrangements or agreements as to any common stock.

1.22 The Company

Same as Debtor (see Section 1.30).

1.23 Confirmation

The entry by the Court of the Confirmation Order.

1.24 Confirmation Date

The date on which the clerk of the Court enters the Confirmation Order on the docket.

1.25 Confirmation Hearing

A hearing held by the Court on confirmation of the Plan pursuant to § 1128 of the Code.

1.26 Confirmation Order

The order entered by the court confirming the Plan, which shall contain such provisions and shall otherwise be in form and substance satisfactory to the Proponent and the Plan Funder.

1.27 Court or Bankruptcy Court

The United States Bankruptcy Court, Southern District of Florida, including any Bankruptcy Judge thereof and any court having competent jurisdiction to hear appeals from the Bankruptcy Judges thereof.

1.28 Creditor

Any Person holding a Claim or Interest, including Administrative Claimants and Claims of the kind specified in Sections 502(b), 502(h) and 502(j) of the Code, and such Person's heirs, successors, assigns, executors and personal representatives.

1.29 Creditors' Committee

The Official Committee of Unsecured Creditors appointed pursuant to Section 1102 of the Code.

1.30 Debtor or Debtor-in-Possession

CliniCorp, Inc. Any reference in the Plan to the "Debtor" (singular) shall also include the Debtor in its capacity as debtor-in-possession in the Case, and vice-versa. However, the other debtors, CliniCorp Medical and Chiropractic Associates are not part of the term Debtor.

1.31 Debtors (plural)

Refers to all three debtor entities, CliniCorp, CliniCorp Medical and Chiropractic Associates taken together and jointly administered in this Case. [Every effort has been made to properly describe and differentiate Debtor (singular) from Debtors (plural).]

1.32 Disclosure Statement

The Joint Disclosure Statement filed in connection with this Plan and approved by the Court for submission to Creditors as the same may be amended from time to time.

1.33 Disputed Amount

With respect to a particular Disputed Claim, that amount which is equal to the difference, if any, between the Face Amount of such Claim and the amount, if any, of such Claim which the party objecting thereto concedes.

1.34 Disputed Claim

Any Claim for which an Allowed Amount has not yet been determined and with respect to which an objection has been interposed on or prior to the Confirmation Date or such other date as may be fixed by the Court.

1.35 Effective Date

Any business day which is not more than one-hundred and twenty (120) day after the Confirmation Order becomes a Final Order [outside date], nor less than thirty (31) days after the Confirmation Date [inside date].

1.36 Estate

The estate created in the Case pursuant to §541 of the Code.

1.37 Executory Contract

A contract or unexpired lease to which any of the Debtors are a party and that is executory within the meaning of §365 of the Code.

1.38 Face Amount

With respect to a particular Claim, (a) if the holder of such Claim has not filed a proof of claim with the Court within the applicable period of limitation fixed by the Court pursuant to Rule 3003(c)(3) of the Rules, the amount of such Claim that was listed in the Schedules (as originally filed in the Case) as not disputed, contingent or unliquidated; or (b) if the holder of such Claim has filed a proof of claim with the Court pursuant to rule 3003(c)(3) of the Rules the amount stated in such proof of claim, or (c) with respect to a Fee Request, the net amount to which the applicant would be entitled if its application were to be granted in full.

1.39 Fee Request

An application or request for payment by the Estate of fees, compensation for services rendered or reimbursement of expenses, pursuant to Rule 2016 of the rules or other applicable provision of the Code or the Rules.

1.40 Filing Date

June 20, 1996 the date each of the Debtors filed its chapter 11 petition with the Court.

1.41 Final Order

An order or judgment of the court as entered on the docket that has not been reversed, stayed, modified or amended, and respecting which the time to appeal, petition for certiorari or seek reargument, review or rehearing has expired and as to which no appeal, reargument, petition for certiorari, review or rehearing is pending or as to which any right to appeal, reargue, petition for certiorari or seek review or rehearing has been waived in writing in a manner satisfactory to the Debtor, or, if any appeal, reargument, petition for certiorari, review or rehearing thereof has been denied, the time to take any further appeal or to seek certiorari or further rehearing, review or reargument has expired.

If any provision of the Plan requires the entry of a Final Order as a condition to the occurrence or performance of an act, Reorganized CliniCorp and Proponent may jointly waive such requirement.

1.42 Gray

Dr. Michael Gray.

1.43 Gray Collateral

All of the personal property, except the accounts receivable, of Debtors at the clinic operated by Gray as of the Confirmation Date.

1.44 Indemnity Claim

A Claim other than a Securities Claim, which is based upon a right or an alleged right of indemnification against one or more of the Debtors.

1.45 Interest

Means an equity in any of the Debtors, including (a) an interest in the form of one or more shares of any Common Stock or any Preferred Stock issued by any of the Debtors and (b) any warrants, rights, options, puts, calls, escrow or other arrangements or agreements with respect to any Common Stock or any Preferred Stock.

1.46 Lien

A charge against or interest in any item of Property of the Estate to secure payment of a debt or performance of an obligation.

1.47 NFG

Nuco Funding Group, Inc. a Florida Corporation in formation, and a Plan Funder.

1.48 Ordinary Course Administrative Claims

Administrative Claims for the provision of goods or services that are incurred by the Debtors in the ordinary course of business, and not otherwise due or payable pursuant to their express terms.

1.49 Person

Any individual, sole proprietorship, partnership (general, or limited), joint venture, trust, unincorporated organization, association, corporation, institution, entity or government (whether federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body, political subdivision or department thereof).

1.50 Plan

This Joint Plan of Reorganization in the present form or as it may be modified, amended or supplemented from time to time.

1.51 Plan Funders

Trident and NFG.

1.52 Poulton PA

Dr. Russell D. Poulton, P.A.

1.53 Poulton

Russell D. Poulton, D.C., individually

1.54 Plan Proponent or Proponent

CliniCorp, Inc., CliniCorp Medical Centers of Florida, Inc. and Chiropractic Associates of Greater Florida, P.A.

1.55 Preferred Stock

Means the Preferred Stock of any of the Debtors and includes any warrants, rights, options, puts, calls, escrow or other arrangements or agreements as to any Preferred Stock.

1.56 Priority Claim

A Claim (other than Administrative or Tax Claim) that is entitled to priority under §507 of the Code.

1.57 Priority Tax Claim

A Claim (other than Administrative Claim) that is entitled to priority under §507(a)(8) of the Code.

1.58 Prorata

Proportionately, so that the ratio of the amount of consideration distributed on account of a particular Allowed Claim to the Allowed Amount of such Claim is the same as the ratio of the amount of consideration distributed on account of all Allowed Claims of the Class in which the particular Claim is included to the amount of all Allowed Claims of that Class. Whenever a Disputed Claim has not been finally resolved, an appropriate reserve for payment of such Disputed Claim shall be established so that there will be sufficient monies available to make a Prorata distribution to the holder of such Disputed claim upon final resolution of the dispute.

1.59 Property of the Estate

The property defined in §541 of the Code and any other property right or interest of the Debtors.

1.60 Rejected Contract

An Executory Contract that is rejected at any time during the Case or pursuant to Section 3.05 of the Plan.

1.61 Rejection Claim

A Claim arising under §502(g) of the Code in its Allowed Amount.

1.62 Reorganized CliniCorp

The reorganized Debtor.

1.63 Rules

The Federal Rules of Bankruptcy Procedure, the Federal Rules of Civil Procedure and/or the Local Rules of the Court.

1.64 Schedules

The schedules of assets and liabilities originally filed by each of the Debtors with the Court.

1.65 Section

A numbered subsection of any Article of the Plan (for example, this numbered subsection of Article 1 of the Plan would be referred to as Section 1.64).

1.66 Secured Claim

A Claim secured by a Lien on property in which the Estate has an interest or that is subject to set-off under §553 of the Code to the extent of the value of the interest attributable to such Claim in the Estate's interest in such property or to the extent of the amount subject to set-off.

1.67 Secured Creditor

The holder of a Secured Claim.

1.68 Secured Tax Claims

Ad valorem taxes assessed against personal property presently owned by Debtors.

1.69 Securities Claim

A Claim arising from the rescission of a purchase or sale of a security of the Debtor, or of an affiliate of the Debtor, or for damages arising from the purchase or sale of such a security, or for reimbursement or contribution or indemnity in connection with such a purchase or sale allowed under section 502 of the Code on account of such a Claim.

1.70 Segregated Account

The account created by the Court Order of December 16, 1996, relating to the body of accounts receivable which constitute collateral of Back Pain.

1.71 1325

1325 Associates, LLC a Florida limited liability company.

1.72 1325 Collateral

All of the Debtor's property, real and personal, tangible and intangible, wherever located, other than the Capital Collateral, the Back Pain Collateral, and or the Gray Collateral

1.73 Trident, or TMC

Trident Medical Concepts, Inc., a Florida corporation, and a Plan Funder.

1.74 Unsecured Claim

An unsecured Claim other than a Priority Claim, an Administrative Claim, a Securities Claim or an Indemnity Claim.

1.75 Unsecured Creditor

The holder of an Unsecured Claim.

1.76 Rules of Construction and Interpretation

The following rules of construction shall be applicable for all purposes of the Plan unless the context clearly requires otherwise:

(a) The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

(b) Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number and vice versa.

(c) All article, section and exhibit or appendix captions are used for convenience and reference only and in no way define, limit or describe the scope or intent of, or in any way affect any such article, section, exhibit or appendix.

ARTICLE 2.

Classification, Treatment and Impairment of Claims and Interests:

2.01 Class 1 -- Capital Healthcare Financing ("Capital")

(a) Description. Class 1 consists of the Allowed Secured Claim of Capital secured by a first priority Lien on the Capital Collateral, and a Lien junior in priority to the Class 2 Lien on the 1325 Collateral.

(b) Treatment. On the Effective Date, Reorganized CliniCorp will assume the obligation to Capital and will continue factoring receivables pursuant to the loan documents, security documents and other financing documents executed between Capital and Debtors, as amended and as affected by the Amended Cash Collateral Stipulation filed in this Case. Capital will retain its existing Liens on such Assets of each of the Debtors in accordance with the above stated loan documents and security agreements and such Liens shall retain their existing priority in such Assets.

(c) Impairment. The Class 1 Claim is impaired.

(d) Section 1111(b) Election. Capital is fully secured and is not eligible to make a Section 1111(b) Election.

2.02 Class 2 -- 1325

(a) Description. Class 2 consists of the Allowed Secured Claim of 1325 which is secured by a first priority Lien on the 1325 Collateral and a Lien junior in priority to (i) the Class 1 Lien on the Capital Collateral, (ii) the Class 3 Lien on the Back Pain Collateral, and (iii) the Class 4 Lien on the Gray Collateral. It includes 1325's warrants to purchase stock in Reorganized CliniCorp.

(b) Treatment. On the Effective Date the 1325 Warrants will be canceled, and the 1325 Claim shall be deemed to be fully satisfied by the issuance to 1325 or its designee of 262,000 shares of Reorganized CliniCorp common stock all of which shall be issued without legend. All shares to be issued hereunder will be subject to a lock-up agreement between Reorganized CliniCorp and 1325 restricting the sale of said shares for a period of not less than six months. The issuance of the shares hereunder to 1325 will be deemed to fully satisfy the 1325 Claim and will serve and be deemed to release, terminate and discharge all of the 1325 Liens on all the Collateral described above, and to cancel the 1325 warrants.

(c) Impairment. The Class 2 Claim is impaired.

2.03 Class 3 -- Back Pain Chiropractic of Irving, Incorporated ("Back Pain")

(a) Description. Class 3 consists of the Secured Claim of Back Pain secured by a first priority Lien on the Back Pain Collateral. The amount of this Claim is \$297,494.00, plus costs and attorneys' fees and includes \$50,000.00 which is not due to be paid to Back Pain until June 30, 1997.

(b) Treatment. On the Effective Date, so much of the Segregated Account will be paid to Back Pain as is allowed by the Court. The remaining funds in the Segregated Account will continue to be held in said account until June 30, 1997, at which time the balance of the Back Pain Claim as Allowed will be paid in full. If the Segregated Account does not contain sufficient funds at the time each payment is due, all funds in the Segregated Account will be turned over to Back Pain and future collections from the closed clinic chiropractic accounts receivable, which make up part of the Back Pain Collateral, shall be paid directly to Back Pain until the entire Secured Claim as Allowed has been paid in full. Back Pain shall retain its existing Lien upon

the Back Pain Collateral in accordance with the prepetition security agreements. Upon payment in full, Back Pain will be deemed to release, terminate and discharge all of its Liens on the Back Pain Collateral.

(c) Impairment. The Class 3 Claim is impaired.

(d) Section 1111(b) Election. Back Pain is fully secured and is not eligible to make a Section 1111(b) Election.

2.04 Class 4 -- Gray

(a) Description. Class 4 consists of the Allowed Secured Claim of Gray secured by a first Lien on the Gray Collateral. The Face Amount of Gray's Allowed Secured Claim is \$70,833.00.

(b) Treatment. As of the close of business on March 19, 1997, Gray will have received the Gray Collateral in full satisfaction of his Allowed Secured Claim, and will have an Allowed Unsecured Claim in the amount of \$115,000.

(c) Impairment. The Class 4 Claim is impaired.

2.05 Class 5 -- Poulton P.A and Poulton

(a) Description. Class 5 consists of the secured and unsecured claims of Poulton P.A and Poulton as set forth, described and allowed in the Settlement Agreement dated March 11, 1997 ("Settlement Agreement") attached hereto as Exhibit 1 and incorporated herein by reference.

(b) Treatment. Poulton P.A and Poulton shall receive the treatment for their claims described in the Settlement Agreement attached hereto as Exhibit 1. The Settlement Agreement is fully incorporated by reference into this Plan and shall be adopted, approved and ratified in its entirety by the Confirmation Order.

(c) Impairment. The Class 5 Claim is impaired.

2.06 Class 6 -- Priority Claims

(a) Description. Class 6 consists of the Allowed Priority Claims. Debtor estimates the Allowed Priority Claims to be approximately \$48,000.

(b) Treatment. On the Effective Date the Allowed Priority Claims will be paid in full.

(c) Impairment. The Class 6 Claims are unimpaired.

2.07 Class 7 -- Allowed Unsecured Claims

(a) Description. Class 7 consists of Allowed Unsecured Claims.

(b) Treatment. Reorganized CliniCorp. 11 days after Confirmation, as long as no appeal has been filed, or 10 days after the Confirmation Order becomes final and non-appealable, whichever is earlier, will pay \$175,000 *pro rata* to the holders of Allowed Unsecured Claims in full settlement thereof. In addition, any claims constituting Actions against insiders, former officers and directors and all prepetition professionals of the Debtors will be assigned to Creditors Committee for the benefit of the holders of allowed Unsecured Claims which may, but shall have no obligation to, prosecute such claims. The net recovery, if any, after payment of fees and expenses, shall be distributed Pro rata to holders of Class 7 Claims. The aggregate amount of claims for General Unsecured Creditors is reflected as \$1,421,253 on the attached Balance Sheet. This amount is the Debtor's best estimate of the final results of these objections. This amount may increase based upon the results of filed and to-be-filed objections to claims.

(c) Impairment. Class 7 Claims are impaired.

2.08 Class 8 -- Allowed Indemnity Claims

(a) Description. Class 8 consists of all Allowed Indemnity Claims.

(b) Treatment. The Debtor is aware of one Allowed Indemnity Claim, to wit, the Claim of RAS Securities, Inc., emanating from an agreement Attendant to the underwriting of the Debtors' Public Offering. The Debtor will make distribution to the holder of such Allowed Claim of 30,000 shares of Reorganized CliniCorp. Common Stock.

(c) Impairment. Class 8 Claims are impaired.

2.09 Class 9 -- Allowed Securities Claims

(a) Description. Class 9 consists of all Allowed Securities Claims.

(b) Treatment. The Debtor is unaware of any Claim which may be an Allowed Securities Claim. In the event there is an Allowed Securities Claim the Debtor will not make any distribution to the holders of such Allowed Claims.

(c) Impairment. Class 9 Claims are impaired.

2.10 Class 10 -- Allowed Interests

(a) Description. Class 10 consists of all Allowed Equity Interests.

(b) Treatment. On the Confirmation Date, all existing equity Interests will be canceled and there will be no distribution to the holders of Allowed equity Interests.

(c) Impairment. Class 10 Interests are impaired.

2.11 Amendment to Less Favorable Treatment

Any Creditor may agree to less favorable treatment (as determined in Reorganized CliniCorp's discretion) than is provided for such Creditor in the Plan. The obligations of the Debtors or Reorganized CliniCorp under this Plan may be prepaid in full or in part without penalty.

2.12 Satisfaction of Claims

The treatment of and the consideration received by the holders of the Claims and Interests pursuant to this Article 2 of the Plan shall be in full satisfaction, release and discharge of their respective Claims against or Interests in the Debtors, the Proponent, the Plan Funders, the Estate and Reorganized CliniCorp (except as otherwise provided in this Plan).

ARTICLE 3.

Substantive Consolidation and the Merger:

3.01 Substantive Consolidation

Upon Confirmation, all assets and liabilities of CliniCorp Medical and Chiropractic Associates shall be substantively consolidated with the assets and

liabilities of CliniCorp; and as of the Confirmation Date shall be treated in this Plan as assets and liabilities of CliniCorp.

3.02 The Merger

Simultaneous with Confirmation, Trident will merge into CliniCorp in accordance with the Merger Agreement annexed hereto as Exhibit "1" (the "Merger Agreement"). The merged entity shall be known as Reorganized CliniCorp for the purpose of this Plan. Thereafter, the Debtor will change its name at a time prior to the Effective Date to Trident Medical Concepts, Inc. Reorganized CliniCorp will issue 5,275,000 unregistered and restricted shares of its common stock to Trident or its designees as follows: (a) 2,775,000 shares will be delivered to the existing shareholders and designees of Trident and (b) 2,500,000 additional shares will be issued in exchange for shares issued by TMC in a private placement to be concluded prior to the Confirmation Date. The transaction is more fully described in Exhibit 1 (the "Merger Agreement").

ARTICLE 4.

Means for Implementation:

4.01 Title to the Property of the Estate

Title to the Property of the Estate (hereinafter "Property"), real or personal, of the Debtors or the Debtor's Estate, shall vest in Reorganized CliniCorp on the Effective Date of the Plan.

4.02 Management of the Property Pending the Effective Date.

After the Confirmation Hearing and pending the Effective Date, CliniCorp shall continue to operate the Property in the same manner as before the Confirmation Date. CliniCorp shall take all steps as are necessary to manage the Property in a prudent and ordinary fashion. CliniCorp will not make or incur any extraordinary expenditures in connection with Property pending the Effective Date without the written consent of Reorganized CliniCorp.

4.03 Fee Requests

All Persons entitled to make Fee Requests in the Case as retained professionals shall file their Final Fee Requests and shall cause such Fee Requests to be ruled on by the Court on or before the date of the Confirmation Hearing. At the Mutual

consent of the Debtor, and the retained professional such fee requests as awarded by the Court may be paid in the form of shares of common stock of Reorganized CliniCorp. In such event the shares to be issued shall be at the rate of one share, for one dollar of fees exchanged.

4.04 Plan Funding

In order to help secure the confirmation of the Plan, NFG shall on the Confirmation Date pay to Reorganized CliniCorp the sum of up to \$475,000 in consideration for the issuance to it on that day of up to 431,000 restricted/unregistered shares of Reorganized CliniCorp common stock.

4.05 Management Stock

On the Confirmation Date Reorganized CliniCorp in accordance with an employment agreement approved by order of the Court, shall issue to Haim Zitman 127,000 shares of fully paid non-accessible Reorganized CliniCorp Common Stock all of which shall be issued without legend. The Shares to be issued hereunder to Mr. Zitman shall be in consideration for the service for which he rendered to CliniCorp. in successfully effecting its reorganization and in accordance with the employment agreement previously approved by the Court. The shares are being issued in lieu of any other sums due, or to be paid to him on account of such services other than the sums to which he is entitled on a weekly or monthly basis in regular course. All shares to be issued hereunder will be subject to a lock-up agreement between Reorganized CliniCorp and Mr. Zitman restricting the sale of said shares for a period of not less than six months. (See Footnote 1 below) ¹

ARTICLE 5.

Unclassified Claims and Real Estate Lease Assumptions:

5.01 Administrative Claims

The Allowed Amount of each Administrative Claim (other than Ordinary Course Administrative Claims and Professional Fee Administrative Claims) as allowed by order of the Court shall be paid in full in cash on the Effective Date, or

¹ In addition to the shares set forth in Section 4.05 herein, Trident will cause 500,000 of the shares issued to it under the Merger Agreement to be issued to Haim Zitman as part of his agreement to be employed by Reorganized CliniCorp.

upon such terms as Proponent or Reorganized CliniCorp and the holders of such Claims may agree. Ordinary Course Administrative Claims shall be paid in accordance with the terms of the contract or agreement between Debtor and any holder of such Claim and in accordance with the legal, equitable and contractual rights of such holder. The Professional Fee Administrative Claims shall be paid in full 11 days after Confirmation, as long as no appeal has been filed, or 10 days after the Confirmation Order becomes final and non-appealable, whichever is earlier, or as agreed to between CliniCorp and each professional. Fees presently owed to the U.S. Trustee shall be paid within ten days of the Confirmation Date. Fees, due to the U.S. Trustee, if any, payable thereafter shall be paid when due.

5.02 Priority Tax Claims and Secured Tax Claims

The Unsecured and Secured Allowed Claims of governmental units for unpaid taxes, interest and assessments entitled to priority under §507(a)(8) of the Code shall be paid in full with interest at 7% per annum, commencing on the Effective Date and every month thereafter over a period not exceeding six (6) years from the respective dates of assessment; but, in no event later than two (2) years after the Effective Date. Allowed Secured Tax Claims shall retain their lien until fully paid.

5.03 Real Estate Lease Assumptions

On the Effective Date, Reorganized CliniCorp will assume all of the real estate Executory Contracts listed on attached Exhibit 3 incorporated herein unless, prior to the Confirmation Date, a motion is made to reject any such lease. At the time of assumption, the outstanding and unpaid prepetition and postpetition obligations will be paid ratably over the remaining post Confirmation term of each lease.

5.04 Management Contracts and Employment Agreements

On the Effective Date, Reorganized CliniCorp will assume all of the Professional Services/Employment Agreements, Staff Support Services Agreements, Management Contracts and New Protocol Documents listed on attached Exhibit 4 incorporated herein, unless, prior to the Confirmation Date, a motion is made to reject any such contract.

ARTICLE 6.

Effect of Confirmation:

6.01 Terms Binding

(a) Upon the Effective Date, all of the provisions of this Plan, including appendices and other exhibits hereto, shall be binding on the Debtor, the Estate, all Creditors, and all other entities who are affected (or whose Interests are affected) in any manner by the Plan.

(b) As of the Effective Date, all Assets, except as otherwise provided in this Plan, shall be vested in Reorganized CliniCorp.

6.02 Automatic Stay Provisions

The automatic stay provisions of §362 of the Bankruptcy Code shall remain in full force and effect until the Effective Date, provided, however, that such automatic stay shall remain in force as to Disputed Claims until a Final Order has been entered with respect to such Disputed Claims.

6.03 Executory Contracts

Any Executory Contract not assumed by order of the Bankruptcy Court or by the terms of the Plan as confirmed, are rejected. Any entity with a Claim that arises from the rejection of an Executory Contract shall have the rights of a holder of a Class 7 Unsecured Claim to the extent such Claim becomes an Allowed Claim. (See Footnote 2 below.)²

² Claim of GECC: The Second Amended Disclosure Statement and Plan (in its present form or as it may be modified, amended or supplemented from time to time) expressly alleges and incorporates by this reference the terms of the Stipulation between CliniCorp, Inc. and General Electric Capital Corp. ("Stipulation") and Order approving Stipulation, executed on January 24, 1997 as well as the Amended Stipulation and order approving Amended Stipulation, executed on March 20, 1997, as if fully set forth herein. The Debtors' stipulation to treatment of GECC's claim upon Lease No. 1 as an unsecured claim in the amount of \$42,642.93 is neither conditional, nor intended to affect the rights of GECC to locate and take immediate possession of the equipment (referenced in Lease No. 1 annexed to the November 7, 1996 Motion for Relief, etc. filed by GECC) without further notice, hearing or Order of the Court, or to pursue any other right or remedy with respect to Lease No. 1 and the equipment referenced therein.

The allowed claims provided to GECC under the above Court-approved Stipulation are not subject to any objection by the Debtors, any creditors, the creditors' committee or any other party in these bankruptcy cases. The Stipulation and Amended Stipulation (a/k/a Amendment to Stipulation) shall be enforceable against and binding upon the Debtors and all successors-in-interest and assigns of the parties, including any Bankruptcy Trustees of the Debtors, the reorganized Debtor and Trident. The obligations and

ARTICLE 7.

Restricted Shares and Registration:

7.01 Restricted Stock

The shares of common stock of Reorganized CliniCorp to be issued hereunder to Plan Funders, NFG and Trident and/or their respective designees shall be unregistered and restricted. These shares shall bear the following legend: "THESE SHARES HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1934."

7.02 Registration Rights

Within one (1) year from the Effective Date Reorganized CliniCorp shall file with the Securities and Exchange Commission a registration statement for all shares of restricted stock of Reorganized CliniCorp issued under the Plan. If required, such registration statement shall also apply to any unrestricted shares of Reorganized CliniCorp issued on the Effective Date of the Plan to a holder of more than three (3%) percent of all of the shares issued under the Plan. In the event such a holder should demand a registration in writing the demand shall only require CliniCorp to effect a registration at the expiration of the aforementioned one year period following the Effective Date.

7.03 Public Company Filings

As soon as practicable after the Confirmation Date, CliniCorp shall become current with all of its filings with the Securities and Exchange Commission, and thereafter it shall promptly seek to have itself qualified as a NASDAQ company.

duties of the Debtors under the Stipulation shall survive a confirmation of the Plan and shall not be discharged under §1141 of the Bankruptcy Code. Notwithstanding anything in the confirmed Plan or related Disclosure Statement to the contrary, the terms and provisions of the Stipulation and Amended Stipulation shall control.

ARTICLE 8.

Miscellaneous:

8.01 Modifications to Plan Prior to Confirmation

At any time prior to the Confirmation Date, Proponent may modify the Plan, but may not modify the Plan so that the Plan as modified fails to meet the requirements of §§1122 and 1123 of the Code. If Proponent files a modification with the Court, the Plan, as modified, shall become the Plan.

8.02 Modifications to Plan After Confirmation

At any time after the Confirmation Date, and before Substantial Consummation, Proponent may modify the Plan, but may not modify the Plan so that the Plan as modified fails to meet the requirements of §§1122 and 1123 of the Code. The Plan, as modified, under this Section becomes the Plan only if the Court, after notice and a hearing, confirms such Plan, as modified, under §1129 of the Code.

8.03 Remedy of Defects

After the Effective Date, Proponent or Reorganized CliniCorp may, with approval of the Court, and so long as it does not materially and adversely affect the interests of Creditors, remedy any defect or omission or reconcile any inconsistencies in the Plan or in the Confirmation Order in such manner as may be necessary to carry out the purposes and effect of the Plan.

8.04 Jurisdiction of Bankruptcy Court

Except as is otherwise provided in the Confirmation Order, the Bankruptcy Court shall retain jurisdiction for the following purposes:

(a) Classification of any Claim, reexamination of any Claim which has been allowed for purposes of voting, and determination of any objection filed to any claim. Failure to object to any Claim for the purpose of voting shall not be deemed to be a waiver of the right to object to the claim in whole or in part.

(b) Determination of all questions and disputes regarding the Plan. Debtor, Proponent or Property of the Estate and determination of all causes of action, controversies, disputes or conflicts involving the Plan, any Creditor,

Debtor, Proponent or Property of the Estate arising prior to or on the Effective Date whether or not subject to action pending as of the Confirmation Date, including resolution of Disputed Claims.

(c) Determination of all disputes arising after the Effective Date with respect to the interpretation of the Plan.

(d) Determination of any Action.

(e) Determination of any issue, violation, injunction, contempt, relief or other proceeding as contemplated under §362 of the Bankruptcy Code.

(f) Correction of any defect, curing of any omission or reconciliation of any inconsistency in the Plan or in the Confirmation Order as may be necessary or appropriate to carry out the purposes and intent of the Plan.

(g) Modification of the Plan after the Confirmation Date pursuant to the provisions of the Plan, the Code and the Rules.

(h) Interpretation of the Plan.

(i) Entry of any order, including a mandatory injunction or restraining order, required to facilitate consummation of the Plan or to enable the Effective Date to occur; and reconsideration or vacation of the Confirmation Order in the event Substantial Consummation is rendered impossible.

(j) Entry of a final decree closing the Case.

8.05 Savings Clause

Any minor defect or inconsistency in the Plan may be corrected or amended by the Confirmation Order.

8.06 No Admissions

The preparation and filing of this Plan and the Disclosure Statement were undertaken, in part, as a means of settling disputes among various parties in interest in the Case and is offered by the Proponent, in part, as an offer in compromise to

other parties in interest in the Case. No statement or omission by Proponent in the Plan or the Disclosure Statement, including any statement concerning the estimated Allowed Amount of any claim shall preclude or estop the Proponent from objecting to any claim, and no such statement or omission shall constitute, or be deemed to constitute, any type of admission, waiver or estoppel on the part of the Proponent, and nothing stated or unstated by the Proponent shall be admissible against the Proponent except in the hearings on the adequacy of the Disclosure Statement and the Confirmation of the Plan.


ARTICLE 9.

Notice of Intent to Request Cramdown:

In the event that a sufficient number of holders of any impaired class of claims do not accept the Plan, the Proponent hereby gives notice that it will request, and does hereby request, confirmation of the Plan pursuant to 11 U.S.C. §1129(b), commonly referred to as the "Cramdown" provision of the Bankruptcy Code. The Proponent hereby reserves the right to modify or vary the treatment of the Claims as to comply with 11 U.S.C. §1129(b).

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this Court set forth in Local Rule 910(A)

JACOB & WEINGARTEN, P.C.

BY: 

PETER A. NATHAN

Attorney for Debtor

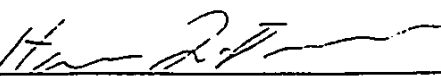
FL BAR NO.: 320153

1555 Palm Beach Lakes Blvd. - Suite 1510

West Palm Beach, FL 33401

Phone: (407) 640-5600 Fax: 685-0799

CLINICORP, INC.

By: 

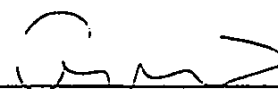
Haim Zitman, its President

CLINICORP MEDICAL CENTERS
OF FLORIDA, INC.

By: 

Haim Zitman, its President

TRIDENT MEDICAL CONCEPTS, INC.

By: 

Anthony J. Gigliotti, its President

CHIROPRACTIC ASSOCIATES OF
GREATER FLORIDA, P.A.

By: CliniCorp, Inc.

By: 

Haim Zitman, its President

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

Administratively Consolidated
Chapter 11

IN RE:

CLINICORP, INC.,

Case No. 96-32529-BKC-SHF

Debtor.

IN RE:

CHIROPRACTIC ASSOCIATES OF
GREATER FLORIDA, P.A..

Case No. 96-32531-BKC-SHF

Debtor.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), is between CliniCorp, Inc. ("CliniCorp"), and Chiropractic Associates of Greater Florida, P.A. ("Chiropractic Associates"), as Debtors and debtors-in-possession (hereafter collectively referred to as the "Debtors"), and Dr. Russell D. Poulton, P.A., ("Poulton PA"), and Russell D. Poulton, D.C., individually ("Poulton").

RECITALS

1. The Debtors filed petitions for relief pursuant to Chapter 11 of the United States Code on or about June 20, 1996. As of the date of this Agreement, no trustee had been appointed and both companies continue in possession and control of their property as debtors in possession.

2. Debtors, together with another affiliate and Trident Medical Concepts, Inc. ("Trident"), have proposed a Second Amended Joint Plan of Reorganization. (This Plan and any subsequently proposed plan are hereafter referred to as the "Plan.") Pursuant to the Plan as presently proposed, the assets and liabilities of Chiropractic Associates will be merged into CliniCorp.

3. Poulton PA has filed a secured claim in the bankruptcy cases of both Debtors in the amount of \$29,554.82, exclusive of any post-petition attorneys' fees, costs, or interest. These claims are secured by a first security interest in the property described on Exhibit "A" attached hereto which includes the inventory, equipment, furniture, fixtures, furnishings, the trade name "Poulton Chiropractic Center," patient records, telephone numbers and other property related to or used in connection with the operation of a chiropractic clinic located at 509 N.E. Twentieth Street, Boca Raton, Florida (the "Collateral").

4. Poulton has filed claims in both bankruptcy cases for \$18,403.81, together with an additional unliquidated claim for damages suffered as a result of the Debtors breach of employment agreement between the Debtor and Chiropractic Associates dated July 15, 1995 as amended on February 17, 1996 (the "Employment Agreement"). Payment of Chiropractic Associates obligations under the Employment Agreement were guaranteed by CliniCorp. Poulton has asserted that \$4,000.00 of these claims constitutes a priority wage and benefit claim pursuant to § 507(a)(3) of the Bankruptcy Code.

5. Pursuant to an Agreed Order Granting Renewed Motion of Dr. Russell D. Poulton PA for Relief From Automatic Stay and Adequate Protection dated January 6, 1997, the Debtors have surrendered the Collateral to Poulton PA, and Poulton PA has been granted full relief from

the automatic stay of § 362 of the Bankruptcy Code to dispose of the Collateral in accordance with applicable non-bankruptcy law.

6. On or about June 7, 1996, Poulton PA took peaceful possession of the Collateral after declaring a default of its secured obligation. In addition, on or about this same date, Poulton served a notice of termination with respect to the Employment Agreement.

7. The Debtors have asserted claims against Poulton PA, Poulton, and Russell D. Poulton, D.C., P.A. ("Poulton DC PA"), based upon the repossession of the Collateral and its use by some or all of these parties until the Collateral was voluntarily returned to the Debtors on or about July 30, 1996 (the "Possession Claims"). Such Possession Claims include all of the claims described in the dismissed adversary proceeding entitled CliniCorp, et al. v. Russell D. Poulton, D.C., et al., Adversary No. 96-0806-BKC-SHF-A, as well as all claims for revenues or profits generated by some or all of these parties while in possession of the Collateral. Poulton PA and Poulton have disputed the validity of the Possession Claims.

8. The parties to this Agreement wish to compromise and settle their respective claims and disputes without further expense and uncertainty of continued litigation and to provide for the treatment of the claims of Poulton PA and Poulton under the Plan.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree:

COVENANTS

1. The above recitals are true and correct.

2. Poulton PA shall have an allowed secured claim in the amount of \$10,000.00.

In satisfaction of this secured claim, all right, title and interest in and to the Collateral shall be transferred to Poulton PA on the effective date of the Plan. The balance of Poulton PA's claim, \$19,554.82, shall constitute an allowed unsecured claim and shall receive a pro rata share of any distribution to unsecured creditors under the Plan. In the event that Poulton PA sells or otherwise disposes of the Collateral to a third party prior to confirmation of the Plan, and to the extent that Poulton PA receives an amount greater than \$10,000.00 for the Collateral, the amount of Poulton PA's secured and unsecured claims described in this paragraph shall be adjusted such that Poulton PA's unsecured claim shall be reduced by the amount received in excess of \$10,000.00. In addition, prior to any sale or disposition of the Collateral to a third party, Poulton PA shall provide the Debtors with reasonable access to inspect and copy the patient files upon reasonable notice.

3. Poulton shall have an allowed priority claim pursuant to § 507(a)(3) of the Bankruptcy Code in the amount of \$4,000.00. This allowed priority claim shall be paid upon the effective date of the Plan. Poulton shall also have an allowed unsecured claim in the amount of \$14,403.81 and shall receive a pro rata share of any distribution to unsecured creditors under the Plan.

4. The allowed claims provided to Poulton and Poulton PA under this Agreement shall not be subject to any objection by the Debtors, any creditors, the creditors' committee or any other party in these bankruptcy cases.

5. Poulton hereby waives and relinquishes any unliquidated claim it may have against the Debtors based upon damages for breach of the Employment Agreement. The Debtors hereby

acknowledge and agree that the Employment Agreement between Poulton and Chiropractic Associates was properly terminated by Poulton pre-petition, is not subject to assumption and/or assignment in these bankruptcy cases, and that the terms and provisions of the Employment Agreement, including any covenants not to compete or solicit, are null and void and of no further force or effect.

6. The Debtors hereby release, relinquish, waive, acquit, and forever discharge any and all manners of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, controversies, promises, variances, trespasses, damages, judgments, executions, claims, counterclaims (whether permissive or compulsory), and demands whatsoever, in law or in equity, which they, jointly or severally, ever had, now have, or any of their successors or assigns, including reorganized ClineCorp or Trident, hereafter can, shall, or may have, against Poulton PA, Poulton, Poulton DC PA, Sheri Poulton or any of their officers, employees, agents, divisions, attorneys, successors and assigns, for, upon, or by reason of any matter, cause or thing whatsoever, including, but not limited to, the Possession Claims, the Employment Agreement, and for any actions or conduct prior to or after the filing of the Debtors' bankruptcy cases.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same Agreement.

8. This Agreement and any documents executed in accordance herewith shall constitute the entire and complete agreement of the parties, which may not be modified unless done so by a writing executed by all parties.

9. This Agreement shall be enforceable against and binding upon all successors and interests in assigns of the parties, including any bankruptcy trustees of the Debtors, the reorganized Debtor and Trident. The obligations and duties of the Debtors under this Agreement shall survive confirmation of the Plan and shall not be discharged under § 1141 of the Bankruptcy Code.

10. The terms and provisions of this Agreement shall be included in and made part of the Debtors' Plan, and this Agreement shall become effective upon entry of an order by the Bankruptcy Court confirming the Plan which incorporates the terms and provisions of this Agreement. Notwithstanding anything in the Plan or related Disclosure Statement to the contrary, the terms and provisions of this Agreement shall control. If this Agreement does not become effective on or before June 15, 1997, it shall be null and void.

AGREED TO AND STIPULATED this 11th day of March, 1997.

Carlton, Fields, Ward, Emmanuel,
Smith & Cutler, P.A.
P.O. Box 0150
West Palm Beach, FL 33302-0150

Jacob & Weingarten, P.C.
1555 Palm Beach Lakes Boulevard
Suite 1510
West Palm Beach, FL 33401

By: Robert N. Gilbert
Robert N. Gilbert
Attorneys for Dr. Russell D.
Poulton, P.A.

By: Peter A. Nathan
Peter A. Nathan
Attorneys for Debtors

CliniCorp, Inc.

Chiropractic Associates of Greater Florida,
P.A.

By: [Signature]
Its President

By: [Signature]
Its President

By: Russell D. Poulton, P.A.

By: [Signature]
Its for it.

[Signature]
Russell D. Poulton, D.C., Individually

SCHEDULE TO SECURITY AGREEMENT AND
EXHIBIT "A" TO UCC-1 FILING

Clinic shall be construed to be that facility located at 509 NE 20th Street, Boca Raton, FL 33431, and shall be deemed to include any subsequent locations utilized by Debtor for the delivery of health care services performed or rendered by Dr. Russell D. Poulton on a routine (and not an extraordinary or isolated) basis.

Clinic's Patients shall be construed to be those patients now or hereafter treated at the Clinic.

1. All tangible goods, equipment and intangible personal property including but not limited to property used, held for use, arising out of, in connection with or necessary to the Debtor's operation of the Clinic at the Clinic location or in connection with providing products and services to the Clinic's Patients at the Clinic location which shall collectively be referred to as ("Assets"). Notwithstanding the foregoing, the term "Assets" shall not include accounts, accounts receivable, trademarks, tradenames or service marks of Debtor nor the postage meter which is subject to a pre-existing lease.
2. The supplies and other inventories used or held for use in the Clinic.
3. All equipment, furniture, furnishings and fixtures used or held for use in the Clinic including but not limited to those acquired by Debtor as purchaser from Secured Party as Seller under the Agreement and Plan of Reorganization dated on or about July 15, 1993, together with all replacements, additions, and accessions thereto.
4. All leases of real or personal property and all deposits made thereunder including that Lease by and between Taormina Investments, N.V., Attn: Juan M. Alvarez, c/o South Corp. Realty, P. O. Box 650367, Miami, FL 33265, as Landlord and Cliniccorp or its affiliate as Tenant.
5. The trade name "Poulton Chiropractic Center" (and any variation thereof, telephone number(s) (407)391-8888, (407)391-9384, (407)391-8889, (407)392-1881, and all licenses with respect thereto (including computer software licenses).
6. All procedures, research and patient records, charts, market information and patient marketing information and patient intake or patient billing procedures for the Clinic's patients.
7. All permits, licenses, approvals and authorizations by governmental authorities or third parties required for operation of the Clinic, or utilization of the assets to the extent the same are assignable.
8. All claims against third parties relating to any of the Assets including liquidated rights under manufacturers and/or vendors warranties.

9. All other assets and other property of any nature whatsoever used or held for use in the Clinic including without limitation copies of lists of patients and suppliers, records of inventory and equipment, advertising matters, correspondence, mailing lists, personnel records of employees, and any other records used in connection with or which may be necessary or desirable to the operation of the Clinic or utilization of the Assets which are located at the Clinic.
10. All deposits which the Debtor has made with respect to any public or private utility in connection with obtaining utility services furnished to the Clinic.
11. The Employment Agreement (together with all modifications, amendments thereto or replacements) by and between the Russell D. Poulton, D.C. as Employee and Debtor as Employer dated on or about July 15, 1993.

EXHIBIT 2

[Exhibit 2 to the Second Amended Joint Plan of Reorganization is the foregoing Agreement for Plan of Reorganization and Funding]

EXHIBIT 3

LEASES TO BE ASSUMED

Landlord	Location	Lease Expiration Date	Prepetition Obligation	Postpetition Obligation
Aspinwall Partnership 302 S. Greenwood St. Lagrange, GA 30240	3025 S. Greenwood Lagrange, GA	10/31/98	4,140	0
Jay Brodwyn, D.C. 7366 Winding Ridge Rd. Columbus, GA 31904	3624 Edgewood Rd. Columbus, GA	12/31/99	2,800	0
Frank Casdia, D.C. 3013 DelPrado Cape Coral, FL 33904	3013 DelPrado Cape Coral, FL	09/01/97	0	0
Mascara Properties 1967 SE Pt St. Lucie Port St. Lucie, FL	1067 SE Pt St. Lucie Port St. Lucie, FL	09/15/98	0	0
North Park Plaza Assoc. 17480 Dallas Pkwy. #115 Dallas, TX 75287	North Park Plaza North Richland, TX	07/31/00	1,926	3,552
Kasian Family Trust 3215 S. Pecan Grove Cir. Tempe, AZ 85284	4541 W Indian School Phoenix, AZ	10/31/97	?	?
Cooper & Cummings 585 Main St. Laurel, MD	Piatuxent Place 585 Main St. Laurel, MD	09/30/99	5,602	11,445
Kaplan/ Hirsch Partners 27 Marlwood Lane Palm Beach Gardens, FL	648 U.S. Hwy. 1 North Palm Beach, FL	12/31/99	2,277	3,410

EXHIBIT 4

CliniCorp, Inc.
Chiropractic Associates of Greater Florida, P.A.
CliniCorp Medical Centers of Florida, Inc.

List of Assumed Contracts

CliniCorp, Inc., Chiropractic Associates of Greater Florida, P.A., and CliniCorp Medical Centers of Florida, Inc., are assuming all existing contracts for professional, staff and management services, as described below in section I., which are rendered for clinics owned, operated or managed by CliniCorp, Inc., which clinic locations are as listed below in section II.:

- I. General description of contracts being assumed:
 - a. Professional Services/Employment Agreements with Doctors of Chiropractic, including but not limited to the following: Lawrence Kasian, D.C., Dennis Hudgins, D.C., Christopher Turner, D.C., Jerry Berneathy, D.C., George LeBeau, D.C., Kenneth Gilmore, D.C., Lee Funk, D.C., Ian Grassam, D.C., Bruce Goldberg, D.C., Ken Mascara, D.C., Nicole Kelly, Frank Casdia, D.C., Jay Brodwyn, D.C., Leigh Seaman, D.C., L. Keith Aspinwall, D.C., James Aspinwall, D.C., A.J. Aspinwall, D.C., Avram Weinberg, D.C., Mark Poehlman, D.C., Mark Siskind, D.C., Ronald Wichin, D.C.;
 - b. Professional Services/Employment Agreements with Medical Doctors, including but not limited to the following: Javier Guerra, M.D., Louetta Westphal, M.D., Jorge Alfonso, M.D., Mukesh Bhatt, M.D., John White, M.D., John Andrews, M.D., Larry Berman, M.D., Roderick Edmond, M.D., Jerome Fleischer, M.D., Craig Underset, M.D., Lisa Miller, M.D., Robert Skipworth, M.D., Robert Byrne, M.D.;
 - c. Professional Services/Employment Agreements with Physical Therapists, including but not limited to the following: Stanley Duggan, P.T.;
 - d. Staff Support Services Agreements;
 - e. New Protocol Documents, which consist of (i) Amendments to Employment Agreements and (ii) Management Subcontract Agreements, whereby New Protocol doctors discharge management services which CliniCorp, Inc., has been responsible for providing to the clinics; and
 - f. Management Agreements between CliniCorp, Inc., and each corporation or professional corporation to which management services are provided for the clinics owned, operated and managed by CliniCorp, Inc.

II. Clinic Locations:

Arizona

1. CliniCare of Phoenix, 4541 W. Indian School Road, Phoenix, AZ 85031

California

2. CliniCare of Oceanside, 1012 S. Hill St., Ste. G, Oceanside, CA 92054
3. CliniCare of Long Beach, 3530 Atlantic Ave., Ste. 101, Long Beach, CA 90807
4. CliniCare of San Diego, 1707 Grand Ave, San Diego, CA 92109
5. CliniCare of El Camino, 2170 El Camino Real, Oceanside, CA 92054

CliniCorp, Inc.
Chiropractic Associates of Greater Florida, P.A.
CliniCorp Medical Centers of Florida, Inc.

List of Assumed Contracts

II. Clinic Locations (continued from previous page):

Florida

6. CliniCare Spinal Health Center of Ft. Pierce, 2201 S. 25th St., Ft. Pierce, FL 34957
7. CliniCare Spinal Health Center of Stuart, 2882 S. Federal Hwy., Stuart, FL 34994
8. CliniCare Spinal Health Center of No. Palm Beach, 648 U.S. Hwy. One, No. Palm Beach, FL 33408
9. CliniCare Spinal Health Center of Port St. Lucie, 1967 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34952
10. CliniCare Spinal Health Center of Port St. Lucie, 7650 South U.S. 1, Port St. Lucie, FL 34952
11. CliniCare Spinal Health Center of Cape Coral, 3013 Del Prado Blvd., Cape Coral, FL 33904

Georgia

12. CliniCare of Columbus, 3624 Edgewood Rd., Ste. A, Columbus, GA 31907
13. CliniCare of LaGrange, 302 S. Greenwood St., LaGrange, GA 30240

Maryland

14. CliniCare of Rockville, 1701-H Rockville Pike, Rockville, MD 20852
15. CliniCare of Catonsville, 614 Frederick Rd, Catonsville, MD 21228
16. CliniCare of Laurel, 585 Main St., Ste. #143, Laurel, MD 20707

Virginia

17. CliniCare of Fairfax, 8704 Lee Hwy., #203, Fairfax, VA 22031

EXHIBIT "B"
to
AGREEMENT AND PLAN OF REORGANIZATION

SCHEDULE OF DISTRIBUTION OF CLINICORP STOCK
ISSUED TO TRIDENT FOUNDERS

<u>Name</u>	<u>Shares</u>
TOTAL STOCK DISTRIBUTED:	2,775,000 Shares
Anthony Gigliotti	500,000
✓Bonnie Hilderbrand	500,000
Sternco Inc.	450,000
Haim Zitman	500,000*
Beacon Consulting Group	250,000
✓Andrew Barnett	150,000
✓Brooke Hilderbrand	25,000
✓Holly Hilderbrand	25,000
✓Jordan Sternberg	25,000
Amanda Barnett	25,000
Kathy Knott	25,000
Francis Knott	25,000
Burnham Securities Inc.	150,000
Angel & Frankel	15,000
Atlas Pearlman	10,000
Set Aside for Management	100,000
	<hr/> 2,775,000

*To be held by Sternco Inc. subject to the successful merger
and Mr. Zitman entering into a consulting agreement with Trident.

EXHIBIT "C"
to
AGREEMENT AND PLAN OF REORGANIZATION

APPROVED ACQUISITIONS BY TRIDENT

Any chiropractic or medical practices.

EXHIBIT "D"
to
AGREEMENT AND PLAN OF REORGANIZATION

DESCRIPTION OF BUSINESSES OWNED
OR TO BE ACQUIRED BY CLINICORP

- 1) Not less than 14 outpatient chiropractic and medical clinics.
- 2) Medical Diagnostic Imaging of America, a diagnostic imaging company.
- 3) CliniCorp Wellness Centers, which provide consulting services to medically integrate chiropractic clinics.