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DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

03 MAY 03 PM 4:35

TALLAHASSEE, FLORIDA

DR
5/19/03



CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032
REFERENCE : 087854 7182683
AUTHORIZATION : *Patricia Pizit*
COST LIMIT : \$ 70.00

ORDER DATE : May 9, 2003

ORDER TIME : 11:32 AM

ORDER NO. : 087854-005

CUSTOMER NO: 7182683

CUSTOMER: John Stair, Esq
Team Health, Inc.
1900 Winston Road
Suite 300
Knoxville, TN 37919

Merger

ARTICLES OF MERGER

SARASOTA EMERGENCY MEDICAL
CONSULTANTS, INC.

INTO

PARAGON CONTRACTING SERVICES,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Amanda Haddan EXT.1155

EXAMINER'S INITIALS: _____

*1102
5/9/03*

ARTICLES OF MERGER

EFFECTIVE DATE
5/16/03

OF

SARASOTA EMERGENCY MEDICAL CONSULTANTS, INC.
(a Florida Corporation)

AND

PARAGON CONTRACTING SERVICES, INC.
(a Florida Corporation)

Pursuant to Section 607.1105, *Florida Statutes*

Pursuant to the provisions of Sections 607.1105 and 607.1107 of the Florida Business Corporation Act, the undersigned domestic corporations herein named do hereby adopt the following articles of merger.

FILED
03 MAY - 9 PM
TALLAHASSEE, FLORIDA

1. The name and jurisdiction of the surviving corporation is Paragon Contracting Services, Inc., a Florida corporation.
2. The name and jurisdiction of the merging corporation is Sarasota Emergency Medical Consultants, Inc., a Florida corporation.
3. The Agreement and Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by reference in its entirety.
4. The merger shall become effective on May 16, 2003.
5. The Agreement and Plan of Merger was duly adopted by the shareholders of the surviving corporation on May 1, 2003.
6. The Agreement and Plan of Merger was duly adopted by the shareholders of the merging corporation on May 1, 2003.

IN WITNESS WHEREOF, each of the constituent entities to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized representative this 16th day of May, 2003.

SARASOTA EMERGENCY
MEDICAL CONSULTANTS, INC.

PARAGON CONTRACTING
SERVICES, INC.

By: James V. Hillman
Name: James V. Hillman, M.D.
Title: President

By: Neil J. Principe
Name: Neil J. Principe, M.D.
Title: President

Exhibit "A"

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Plan") provides for the Merger of SARASOTA EMERGENCY MEDICAL CONSULTANTS, INC., a Florida corporation (the "Merging Corporation"), with and into PARAGON CONTRACTING SERVICES, INC., a Florida corporation (the "Surviving Corporation"), as follows:

1. Merger. The Merging Corporation shall be merged with and into the Surviving Corporation, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall be the surviving corporation.

2. Effective Date. The Merger shall become effective on May 16, 2003 ("Effective Date").

3. Cancellation of Shares. At and as of the Effective Date, each share of the Merging Corporation (hereafter, the "Merging Corporation Share") shall be cancelled and retired. No Merging Corporation Share shall be deemed to be outstanding or to have any rights after the Effective Date. The number of shares of the Surviving Corporation shall remain the same and the shares of the Surviving Corporation shall remain one hundred percent owned by Team Health, Inc., a Tennessee Corporation.

4. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of the Surviving Corporation on file with the Florida Department of State shall continue to be the Articles of Incorporation of the Surviving Corporation on and after the Effective Date.

5. Effect of Merger. On the Effective Date, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and to all the property, real, personal and mixed, of the Merging Corporation, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merging Corporation, and neither the rights of creditors nor any liens on the property of the Merging Corporation shall be impaired by the Merger. If at any Date after the Effective Date the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Corporation acquired or to be acquired as a result of the Merger, or (b) otherwise to carry out the purposes of this Plan, the Surviving Corporation and its officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of the Merging Corporation, all deeds, bills of sale, assignments and assurances, and to do, in the name and on behalf of the Merging Corporation, all other acts and things necessary, desirable or proper to vest, perfect or confirm the Surviving Corporation's right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Corporation acquired or to be acquired as a result of the Merger and otherwise to carry out the purposes of this Plan.

6. Abandonment. This Plan may be abandoned at any Date prior to the Effective Date by either of the Merging Corporation or the Surviving Corporation, without further shareholder action

and, if Articles of Merger have been filed with the Department of State of Florida, by filing Articles of Termination with such authorities prior to the Effective Date.

7. Approval. The respective obligation of each party to effect the Merger is subject to adoption by the requisite vote of the shareholders of the Merging Corporation and the shareholders of the Surviving Corporation pursuant to Section 607.1103 of the Florida Business Corporation Act.

8. Amendments. The Board of Directors of the Merging Corporation, together with the Board of Directors of the Surviving Corporation may amend this Plan at any Date prior to the filing of the Articles of Merger with the Florida Department of State, provided that an amendment made subsequent to the adoption of the Plan by the shareholders of the Merging Corporation and the shareholders of the Surviving Corporation shall not: (1) alter or change the amount or kind of memberships, shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the securities of any class or series thereof of the Merging Corporation, (2) materially alter or change any term of the Articles of Incorporation to be effected by the Plan or (3) alter or change any of the terms and conditions of this Plan, in each case if such alteration or change would adversely affect the shareholders of the Merging Corporation or the shareholders of the Surviving Corporation.

IN WITNESS WHEREOF, the Merging Corporation and the Surviving Corporation have each executed this Plan, or has caused this Plan to be executed on its behalf by a representative duly authorized, all as of the 16th day of May, 2003.

MERGING CORPORATION

SURVIVING CORPORATION

SARASOTA EMERGENCY MEDICAL
CONSULTANTS, INC.
a Florida corporation

PARAGON CONTRACTING
SERVICES, INC.
a Florida corporation

By: James V. Hillman
Name: JAMES V. HILLMAN, M.D.
Title: President

By: Neil J. Principe
Name: NEIL J. PRINCIPLE, M.D.
Title: President

ARTICLES OF MERGER
OF
SARASOTA EMERGENCY MEDICAL CONSULTANTS, INC.
(a Florida Corporation)

AND
PARAGON CONTRACTING SERVICES, INC.
(a Florida Corporation)

Pursuant to Section 607.1105, *Florida Statutes*

Pursuant to the provisions of Sections 607.1105 and 607.1107 of the Florida Business Corporation Act, the undersigned domestic corporations herein named do hereby adopt the following articles of merger.

1. The name and jurisdiction of the surviving corporation is Paragon Contracting Services, Inc., a Florida corporation.
2. The name and jurisdiction of the merging corporation is Sarasota Emergency Medical Consultants, Inc., a Florida corporation.
3. The Agreement and Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by reference in its entirety.
4. The merger shall become effective on May 16, 2003.
5. The Agreement and Plan of Merger was duly adopted by the shareholders of the surviving corporation on May 1, 2003.
6. The Agreement and Plan of Merger was duly adopted by the shareholders of the merging corporation on May 1, 2003.

IN WITNESS WHEREOF, each of the constituent entities to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized representative this 16th day of May, 2003.

SARASOTA EMERGENCY
MEDICAL CONSULTANTS, INC.

By: James V. Hillman
Name: James V. Hillman, M.D.
Title: President

PARAGON CONTRACTING
SERVICES, INC.

By: Neil J. Principe
Name: Neil J. Principe, M.D.
Title: President

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2. Effective Date. The Merger shall become effective on May 16, 2003 ("Effective Date").

3. Cancellation of Shares. At and as of the Effective Date, each share of the Merging Corporation (hereafter, the "Merging Corporation Share") shall be cancelled and retired. No Merging Corporation Share shall be deemed to be outstanding or to have any rights after the Effective Date. The number of shares of the Surviving Corporation shall remain the same and the shares of the Surviving Corporation shall remain one hundred percent owned by Team Health, Inc., a Tennessee Corporation.

4. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of the Surviving Corporation on file with the Florida Department of State shall continue to be the Articles of Incorporation of the Surviving Corporation on and after the Effective Date.

5. Effect of Merger. On the Effective Date, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and to all the property, real, personal and mixed, of the Merging Corporation, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merging Corporation, and neither the rights of creditors nor any liens on the property of the Merging Corporation shall be impaired by the Merger. If at any Date after the Effective Date the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Corporation acquired or to be acquired as a result of the Merger, or (b) otherwise to carry out the purposes of this Plan, the Surviving Corporation and its officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of the Merging Corporation, all deeds, bills of sale, assignments and assurances, and to do, in the name and on behalf of the Merging Corporation, all other acts and things necessary, desirable or proper to vest, perfect or confirm the Surviving Corporation's right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of the Merging Corporation acquired or to be acquired as a result of the Merger and otherwise to carry out the purposes of this Plan.

6. Abandonment. This Plan may be abandoned at any Date prior to the Effective Date by either of the Merging Corporation or the Surviving Corporation, without further shareholder action

and, if Articles of Merger have been filed with the Department of State of Florida, by filing Articles of Termination with such authorities prior to the Effective Date.

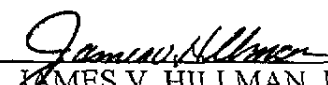
7. Approval. The respective obligation of each party to effect the Merger is subject to adoption by the requisite vote of the shareholders of the Merging Corporation and the shareholders of the Surviving Corporation pursuant to Section 607.1103 of the Florida Business Corporation Act.

8. Amendments. The Board of Directors of the Merging Corporation, together with the Board of Directors of the Surviving Corporation may amend this Plan at any Date prior to the filing of the Articles of Merger with the Florida Department of State, provided that an amendment made subsequent to the adoption of the Plan by the shareholders of the Merging Corporation and the shareholders of the Surviving Corporation shall not: (1) alter or change the amount or kind of memberships, shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the securities of any class or series thereof of the Merging Corporation, (2) materially alter or change any term of the Articles of Incorporation to be effected by the Plan or (3) alter or change any of the terms and conditions of this Plan, in each case if such alteration or change would adversely affect the shareholders of the Merging Corporation or the shareholders of the Surviving Corporation.

IN WITNESS WHEREOF, the Merging Corporation and the Surviving Corporation have each executed this Plan, or has caused this Plan to be executed on its behalf by a representative duly authorized, all as of the 1st day of May, 2003.

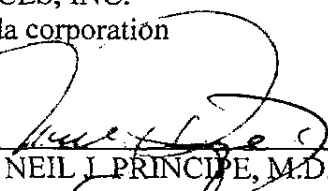
MERGING CORPORATION

SARASOTA EMERGENCY MEDICAL
CONSULTANTS, INC.
a Florida corporation

By: 
Name: JAMES V. HILLMAN, M.D.
Title: President

SURVIVING CORPORATION

PARAGON CONTRACTING
SERVICES, INC.
a Florida corporation

By: 
Name: NEIL J. PRINCIPLE, M.D.
Title: President