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904-222-0393 FAX

ACCOUNT NO. : 072100000032

REFERENCE : 953866 7109808

AUTHORIZATION :

Patricia Pyzdek

COST LIMIT : \$ 70.00

ORDER DATE : May 14, 1996

ORDER TIME : 9:55 AM

ORDER NO. : 953866

CUSTOMER NO: 7109808

000001822930

CUSTOMER: Mr. Richard Fogleman
RICHARD FOGLEMAN

3735 Neptune Avenue

Tampa, FL 33602

DOMESTIC FILING

NAME: PRACTICAL HEALTHCARE SOLUTIONS
OF FLORIDA, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XXX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: DANNY SMITH

EXAMINER'S INITIALS:

FILED
MAY 15 1996
FBI - TAMPA

RECEIVED
96 MAY 15 11:11 AM
DIVISION OF CORPORATION

ARTICLES OF INCORPORATION
OF
PRACTICAL HEALTHCARE SOLUTIONS OF FLORIDA, INC.

FILED
MAY 15 1968
CLERK OF THE COURT
JACKSONVILLE, FLORIDA

The undersigned incorporator hereby forms a corporation under Chapter 607 of the laws of the State of Florida.

ARTICLE I. NAME

The name of the corporation shall be:

PRACTICAL HEALTHCARE SOLUTIONS OF FLORIDA, INC.

The address of the principal office of this corporation shall be 3735 Neptune Avenue, Tampa, Florida 33602, and the mailing address of the corporation shall be the same.

ARTICLE II. NATURE OF BUSINESS

This corporation may engage or transact in any or all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state, country, territory or nation.

ARTICLE III. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 1,000 shares of common stock having \$1.00 par value per share.

ARTICLE IV. REGISTERED AGENT

The street address of the initial registered office of the corporation shall be 1201 Hays Street, Tallahassee, Florida 32301, and the name of the initial registered agent of the corporation at that address is Corporation Service Company.

ARTICLE V. TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE VI. DIRECTORS

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation managed under the direction of its Board of Directors, subject to any limitation set forth in these Articles of Incorporation. This corporation shall have three Directors, initially. The names and addresses of the initial members of the Board of Directors are:

Dalton Benson, M.D.	5147 Commercial Way Spring Hill, Florida 34606
Richard Fogleman	208 Mariner Drive Tarpon Springs, Florida 34689-5836
R.S. Venable, M.D.	3735 Neptune Avenue Tampa, Florida 33602

ARTICLE VII. INCORPORATOR

The name and street address of the incorporator to these Articles of Incorporation:

Corporate Agents, Inc.
1201 Nays Street
Tallahassee, Florida 32301

The undersigned incorporator has executed these Articles of Incorporation on May 15, 1996.

Deborah D. Skipper
It's Agent, Deborah D. Skipper
Incorporator

FILED
MAY 15 PM 3:19
TALLAHASSEE, FLORIDA

ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN ARTICLES OF INCORPORATION

Corporation Service Company, a Delaware corporation authorized to transact business in this State, having a business office identical with the registered office of the corporation named above, and having been designated as the Registered Agent in the above and foregoing Articles, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, Florida Statutes.

By: Deborah D. Skipper
It's Agent, Deborah D. Skipper
Authorized Service Representative
Corporation Service Company

ADM/aed

PHS 96000041713
Practical Healthcare Solutions of Florida, Inc.

PHS
Board of Directors

R. Stephen Venable, MD
Chairman

Dalton M. Benson, MD
Vice Chairman

W. Michael Phillips
President, CEO

Ronald Phillips
Secretary/Treasurer

September 23, 1996

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314
(904) 487-6050

6000013605.56
-10/01/96 -01064 --003
*****35.00 *****35.00

RE: Articles of Amendment to Articles of Incorporation of Practical Healthcare Solutions of Florida, Inc.

To Whom it May Concern:

Enclosed please find articles of amendment for Practical Healthcare Solutions of Florida, Inc. Also enclosed is a check in the amount of \$35.00 for filing the amendments.

Should you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Kris Walker

Kris Walker
Office Manager

96 SEP 30 PM 12:50
RECEIVED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AAK-KRB
10-4

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF**

**PRACTICAL HEALTHCARE SOLUTIONS OF FLORIDA, INC.
3735 Neptune Street
Tampa, Florida 33629**

FILED
\$6 SEP 30 PM 12:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

Amendments(s) adopted:

June 1, 1996, Board of Directors shall be pursuant to the Organization Agreement, (Attachment I) for Practical Healthcare Solutions of Florida, Incorporated.

Articles being amended:

ARTICLE VI. DIRECTORS

All Corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation managed under the direction of its Board of Directors, subject to any limitation set forth in these Articles of Incorporation. The corporation shall amend its membership to the Board of Directors to reflect this final list only (four directors). The names and addresses of these members of the Board of Directors are:

Dalton Benson, M.D.

5147 Commercial Way
Spring Hill, Florida 34606

R.S. Venable, M.D.

3735 Neptune Street
Tampa, Florida 33602

Michael Phillips

2300 Park Place Boulevard, #114
Stone Mountain, GA 30087

Ron Phillips

2300 Park Place Boulevard, #114
Stone Mountain, GA 30087

The date of each amendment adoption: June 1, 1996

- Amendments were approved by the shareholders through voting groups and all members of the Board of Directors on May 15, 1996.

Signed this 10th day of June, 1996.

Signature *R.S. Venable, M.D., Chairman*
R.S. Venable, M.D., Chairman

ATTACHMENT I

**ORGANIZATION AGREEMENT FOR
PRACTICAL HEALTHCARE SOLUTIONS OF FLORIDA, INC.**

This Organization Agreement (the "Agreement") is made and entered into this 1st day of June, 1996, by and between the undersigned individuals who intend to be shareholders (hereinafter collectively referred to as the "Shareholders") in a Florida corporation to be known as Practical Healthcare Solutions of Florida, Inc. (hereinafter referred to as PHS or the "Company").

Background

The Shareholders wish to participate, collectively, in the organization and operation of a new corporation which will establish a geographic network of duly licensed physicians (PHS) for the purpose of offering primary health care services to various purchasers of health care services. To accomplish this, each shareholder shall purchase, in cash or kind, certain capital stock of PHS subject to and upon the terms and conditions hereinafter set forth. In order to ensure the most effective, amicable and profitable administration and operation of PHS's business and affairs, the parties have agreed to various sundry matters relative to the operations, management, control of PHS as set forth below.

NOW, THEREFORE, in consideration of the premises aforesaid, and each and every of the covenants, agreements, terms and conditions hereinafter set forth, the parties hereto do hereby covenant and agree follows:

1. Business Operation of the Company

1.1 The purpose of establishing PHS is to organize and/or manage health care delivery systems with and/or for municipalities, provider affiliations, commercial and government entities. PHS will market itself to and contract with health care purchasers of the health care services on behalf of their subscribers, and dependents of their subscribers ("Members"). PHS will contract with each of its Shareholders and as many additional physicians as necessary to adequately cover the initial geographic area to be served. Health care purchasers, with which PHS contracts, will pay PHS on behalf of the purchaser's Members who utilize the services of PHS. PHS will, in turn, compensate each physician under contract with PHS ("Participating Provider"), for services provided to such Members. Participating Providers will not be restricted from entering into contracts with any other entity.

1.2 PHS may engage in any other lawful business as determined by Board of Directors.

2 Organization of the Company

2.1 As soon as practicable, the Shareholders shall take all such actions as shall be necessary or advisable and proper to organize PHS as a corporation under the law of the

State of Florida. The name of the Company shall be Practical Healthcare Solutions of Florida, Inc. The Company shall become a party to, and shall be bound by, the terms and conditions hereof and shall execute this Agreement upon its formation. This agreement sets forth the revised and final founding Board of Directors, superseding any and all previous representations, including, but not limited to, the Initial Articles of Incorporation, as filed with the State of Florida, May 15, 1996.

2.2 The Shareholders acknowledge that they have jointly participated in the decision to form this newly organized corporation and realize that PHS has no prior history of business operation. Decisions as to the proposed business operations of PHS have been made jointly by the Shareholders who have relied on their own knowledge and experience and have not relied upon representation made by any third party.

2.3 The terms and conditions of the corporate charter, authorized capital stock number of directors and business of the Company shall be governed by the Articles of Incorporation, as filed with the Secretary of State of the State of Florida, and the by-laws the Corporation, except as otherwise notified in this Agreement.

2.4 The Board of Directors of PHS shall be composed, initially, of four members and all parties to this Agreement agree to vote their stock for the election of following individuals as members of the Board until such time as such member sells, transfers or otherwise divests his or her holdings of Shares in PHS, or the Shareholders elect otherwise:

2.5 The officers of PHS shall be as follows until such time as such time sells, transfers or otherwise divests his or her holdings of shares in PHS, or the Board of Directors elects otherwise:

President:

2.6 Michael Phillips agrees to manage and control, subject to Board approval, the day to day operations of PHS and to dedicate his best efforts to such responsibilities. All PHS checks shall require the signature of a designate officer(s), as approved by the Board.

2.7 PHS shall bear the organizational expense in connection with its organization.
Secretary-Treasurer:

2.8 Ronald Phillips agrees to serve, subject to Board approval, the day to day operations of PHS regarding reporting and compiling corporate documentation, proceedings, disbursements, tax records (and the timely filing of all required tax forms), financial reports, to serve and respond as corporate Agent for Service for PHS, and to keep members of the Board informed via timely updates.

3.0 Board of Directors

Chairman

R. S. Venable, M.D.

Vice Chairman

Dalton Benson, M.D.

Member
Member

Ronald Phillips
Michael Phillips

3.1 Subsequent to the organization of PHS, the Shareholders shall adopt the By-Laws of the Company and to elect the Company's Board of Directors. The By-Laws will set forth the number of shares required to constitute an act of the Shareholders.

3.2 The Board of Directors will have the authority to exercise all powers of the Board in connection with the affairs of PHS, except such powers as may not be delegated under the Florida Business Corporation Act.

3.3 The by-laws of PHS will detail the structure of the Board of Directors and any standing committees, the time and place for meetings, power and duties of the officers and directors and functions of the Board of Directors and committees.

3.4 In accordance with PHS's By-Laws, PHS shall indemnify PHS's Directors and Officers, to the extent allowed under Florida statutes, for all actions and acts taken or performed by them in good faith on behalf of PHS. PHS may obtain Director and Officer liability insurance on furtherance of this provision. Such insurance shall contain terms deemed satisfaction to the Board of Directors.

4. Books, Records and Financial Statements of PHS

4.1 All Stockholders agree that PHS will qualify as a "C" the Internal Revenue Service Code.

4.2 PHS shall at all times keep full and accurate business accounts and records, and such accounts and records and all other records of PHS shall be available for inspection at all normal business times by the Shareholders and their respective representatives. PHS shall also furnish to each of the Shareholders all financial statements and tax returns of PHS and other information reasonable requested.

4.3 The fiscal year of PHS shall end on the 31st day of May each year.

4.4 The balance sheet, statement of income and other material financial statements of PHS shall be compiled each fiscal year, or at such other times as the Board of Directors reasonably requests, by such accountants as PHS shall appoint. Such accountants shall be furnished with all the facts, books, records and information necessary for the preparation of their reports. Copies of all financial statements shall be distributed to the Shareholders.

4.5 PHS may, at the sole discretion of the Board of Directors, distribute the Shareholders on a pro rata basis (calculated based upon each party's percentage ownership), any or all of the net earnings of PHS within ninety (90) days after the end of PHS's fiscal year or at such other times as the Board of Directors deems appropriate.

Provision shall not be construed so as to prevent PHS from making distribution profits on a more frequent basis if deemed appropriate by the Board. For purposes of Subsection 4.5, "net earnings" shall mean PHS's taxable income as shown on its F 1120 filed with the Internal Revenue Service (after deduction of or provision for federal and state income taxes.

5. Capital Stock

5.1 PHS shall authorize, initially, one thousand (1,000) shares of common stock, no par value, (the "Shares"). No capital stock of PHS shall be issued without prior written consent of all parties to this Agreement. As of this Agreement Date, June 1, 1996, the following shares will be issued:

Michael Phillips	200 shares
Ronald Phillips	200 shares
Dalton Benson	200 shares
R.S. Venable	200 shares

Reserves for sale 200 shares

5.2 The Shareholders represent that they are acquiring Shares of the Company for their own account and not for the purpose of resale or redistribution. Except as otherwise provided in this Agreement, while this Agreement is in force, no Shareholder shall assign, transfer, pledge, encumber, hypothecate or otherwise dispose of any of his or her Shares, now or hereafter owned by him or her, to any person or entity except PHS.

5.3 The Shareholders shall receive Shares of PHS in consideration of their respective contributions the receipt and adequacy of such consideration is hereby acknowledged.

5.4 A Shareholder may be any legal individual or corporation.

5.5 Pursuant to Section 517.06(11)(a)5 of the Florida Statutes, each resident of Florida who has subscribed for shares hereunder has the right to withdraw his or her subscription and receive a full refund (without interest) of all monies paid within three (3) business days after the availability of this privilege is communicated to the purchaser, whichever occurs later. Such withdrawal will be without and further liability to any person. To accomplish such withdrawal, an investor hereunder need only send a letter or telegram to PHS at the address shown herein, indicating his or her intention to withdraw. Such letter or telegram must be sent and postmarked prior to the end of the aforementioned business day.

5.6 THE SHAREHOLDERS ACKNOWLEDGE THAT THE SECURITIES TO BE ACQUIRED HEREUNDER ARE NOT REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT, AS AMENDED, BUT RATHER ARE BEING OFFERED IN RELIANCE UPON SECTION 3(a)(11) OF THE

SECURITIES ACT AND IN COMPLIANCE WITH RULE 147 PROMULGATED THEREUNDER WHICH PROVIDES EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT FOR CERTAIN INTRASTATE OFFERINGS, THE SECURITIES ARE ALSO OFFERED AND SOLD UPON SECTIONS 3(b) AND 4(2) OF THE SECURITIES ACT IN COMPLIANCE WITH REGULATION D PROMULGATED THEREUNDER, PURSUANT TO SECTION 517.061(11)(a) OF THE FLORIDA SECURITIES ACT INVESTOR PROTECTION ACT AS AMENDED, WHICH PROVIDES AN EXEMPTION FROM REGISTRATION FOR CERTAIN LIMITED OFFERINGS AND PRIVATE PLACEMENTS. FOR CERTAIN REASONS, ALL PURCHASERS MUST BE FLORIDA RESIDENTS AND THE SHAREHOLDERS ACKNOWLEDGE THAT THEY ARE BONA FIDE RESIDENTS OF THE STATE OF FLORIDA.

5.7 THE SHAREHOLDERS FURTHER ACKNOWLEDGE THAT THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, THE STATE OF FLORIDA OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UP OR ENDORSED THE MERITS OF THIS OFFERING OR THE ADEQUANCY OF AGREEMENT. ALL CERTIFICATES REPRESENTING SHARES SHALL BEAR THE FOLLOWING LEGEND"

"THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933) AS AMENDED (THE "ACT"), BY REASON OF A SPECIFIC EXEMPTION FROM REGISTRATION CONTAINED THEREIN. SECURITIES PURCHASED HEREUNDER MAY NOT BE SOLD, HYPOTHECATED OR OTHERWISE DISPOSED OF BY THE INVESTOR UNLESS SO REGISTERED OR UNLESS, IN THE OPINION OF COUNSEL FOR THE COMPANY, REGISTRATION IS NOT REQUIRED.

"THIS STOCK CERTIFICATE IS ISSUED SUBJECT TO THE TERMS OF A ORGANIZATION AGREEMENT DATED AS OF JUNE 1, 1996 BETWEEN THE SHAREHOLDERS OF PRACTICAL HEALTHCARE SOLUTIONS OF FLORIDA, INC. A COPY OF THIS AGREEMENT IS ON FILE AT THE OFFICE OF THE COMPANY AND WILL BE FURNISHED TO ANY SHAREHOLDER UPON REQUEST AND WITHOUT CHARGE".

6. Issuance of New Shares by the Company

6.1 The Company may issue additional Shares to new Shareholders ("New Shareholders") at such price per share as determined by the Board of Directors. Shareholders shall be required by the Company to adopt and agree to be bound by the terms of this Agreement prior to the issuance of their Shares.

6.2 No Shareholder shall have preemptive rights to purchase Shares issued by the Company hereunder.

7. Automatic Redemption of Shares by the Company

7.1 The occurrence of any of the following events with respect to any Shareholder shall be deemed an automatic offer by such Shareholder or his or her personal representative to sell all of his or her Shares to the Company, and the Company shall be obligated to accept the offer and purchase all the Shares deemed offered hereunder.

7.1.1 The death of the Shareholder;

7.1.2 Any assignment by such Shareholder for the benefit of his or her creditors;

7.1.3 Any voluntary filing by such Shareholder of a petition for the adjudication of such persons as insolvent or bankrupt;

7.1.4 Any filing, by another person against such Shareholder, of a petition for the adjudication of such Shareholder as an insolvent or bankrupt and such Shareholder does not immediately act and diligently pursue the appropriate legal remedies to have such petition dismissed, and such petition is not dismissed within 30 (30) days from the date of such filing;

7.1.5 The use of any insolvency act by such Shareholder;

7.1.6 The appointment of any receiver or trustee in any insolvency proceedings for such Shareholder;

7.1.7 The filing of any petition for, or consent to, any of the foregoing by such Shareholder;

7.1.8 The filing by such Shareholder of a petition to liquidate the assets and business of the Company;

7.1.9 Breach of any provision of the Agreement or of any other agreement between the Shareholder and the Company;

7.1.10 The loss, suspension, or revocation of the Shareholder's professional license in the State of Florida, or;

7.1.11 Conviction of the Shareholder of a felony.

Such offer shall be deemed to have been made on the first date which the Company received actual knowledge of the occurrence of any of the foregoing events ("Sale Date").

7.2 The purchase price of any Share purchased by the Company pursuant to this Section 7, shall equal the value of the Company on the Sale Date divided by the total number of Shares outstanding on the Sale Date. The value of the Company shall equal the Company's book value, including a historical allowance for bad debts and contingent and actual liabilities, if any, determined on the accrual basis and excluding goodwill..

8. Acknowledgment by Shareholders of Risk Factors

The Shareholders understand and agree that their investment in the Company involves various risk factors. These risk factors include, but are not limited to, the following:

8.1 While the Company has no knowledge of other existing primary care networks operating in the geographical area, the market is ripe for the rapid development of competing networks as a result of the recent adoption of health care reform in this state. Similar networks have been established in other areas of Florida which have contracts with a variety of health care purchasers such as health maintenance organizations, health insurance companies, preferred provider organizations and self-insured employers. While there are opportunities for newly developed primary care networks both locally and in other geographical locations, there is the risk that, once formed, Practical Healthcare Solutions of Florida, Inc. may not secure contracts with any health care purchaser. Since the Company will have no prior history of operations, it possesses all the risk normally associated with any new business venture.

8.2 While the Company expects to earn sufficient profits with which to pay dividends to its Shareholders, there can be no assurance that any dividends will be paid at any time.

8.3 The Company's operations will be initially in the Tampa Bay area of Florida which is an area with a litigious population. The potential exposure to both professional and general liability could materially affect the operations and financial viability of the insurance and a subsequent suit is filed against the Company, the legal expenses and possible liability exposure could have a materially adverse effect on the Company.

8.4 The Company intends to elect to be treated as an "C" Corporation under the Internal Revenue Code (Code"). Under the Code, income, gains or losses of an "C" Corporation are taxed at the corporate level. Shareholders shall consult their own tax consultants as to the effect of an "C" Corporation election on their personal tax returns.

8.5 There is no assurance that the capital raised by the Company will be sufficient to carry out the business goals of the Company and additional capital may be needed from the

Shareholders. The potential profitability and continued existence of the Company may be affected by the amount of funds at its disposal.

9. Termination of Agreement

This Agreement shall terminate upon the occurrence of any of the following events:

9.1 Cessation of the Company's business.

9.2 Liquidation and dissolution of the Company.

9.3 Bankruptcy or insolvency of the Company or the appointment of a receiver for the assets of the Company if said appointment is not vacated within sixty (60) days after the same becomes effective.

9.4 The affirmative vote of a majority of the Shares held by all parties to this Agreement.

10. Miscellaneous Provisions

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action by any party whether at law or in equity shall be commenced and maintained, and venue shall properly be in Hillsborough County, Florida.

10.2 None of the terms of this Agreement are dependent upon the validity of any other provision, and the invalidity, illegality or unenforceability, in whole or in part, of any provision shall not affect any other provision herein contained.

10.3 The waiver by any party to this Agreement of the violation or breach of any provision hereof by any other party shall not constitute a waiver of any prior or subsequent violation or breach of any provision of this Agreement.

10.4 The Shareholder will vote their Shares and will execute any further documents which, in the opinion of the Company's counsel, are necessary to uphold the intent of this Agreement.

10.5 Neither the rights nor the duties contained in this Agreement shall be assignable or delegable without the written consent of all other parties hereto, their heirs, guardians, personal representatives, successors and assigns, and the parties hereto hereby agree for themselves, their heirs, guardians, personal representatives, successors and assigns, to carry out the purpose of this Agreement.

10.6 The parties hereby declare that it is impossible to measure in money the damage which will accrue to a party hereto by reason of the failure to perform any of the obligations under this Agreement. Therefore, if any party shall institute an action or

proceeding specifically to enforce the provision hereof, any party against whom such action or proceedings are brought hereby waives the claim or defense therein that such party has an adequate remedy at law, and any such party shall not allege in any such action or proceeding the claim or deny that such remedy at law exists.

10.7 In the event there should be any litigation arising out of this Agreement, prevailing party shall be entitled to recover from the other party all costs of litigation incurred by such prevailing party, including reasonable attorneys' fees at both the trial and appellate levels.

10.8 This Agreement contains the entire understanding of their parties, and amendment, modifications or waiver of any provision shall be effective unless in writing executed by the parties hereto.

10.9 The Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts, taken together, shall constitute one and the same instrument.

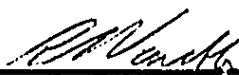
10.10 All notices required to be given under this Agreement shall be in writing, sent certified mail, return receipt requested, postage prepaid, to the following address:
If to the Company, then: 3735 Neptune Street, Tampa, Florida 33629
If to the Shareholder, then: (To the Address stated on the Counterpart)

The foregoing addresses may be changed by any of the aforesaid persons, and additional persons may be added thereto by notifying all of the other parties hereto, in writing, in the manner hereinabove set forth.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on counterpart signature pages attached.

A COUNTERPART SIGNATURE ON ATTACHED NEXT FOUR PAGES

Signature Page 1

A handwritten signature in dark ink, appearing to read "R. S. Venable", is written over a horizontal line.

R. S. Venable, M.D.
Chairman of the Board

Date: June 1, 1996

Signature Page 3



William M. Phillips
Member of the Board

Date: June 1, 1996

Signature Page 4

A handwritten signature in dark ink, appearing to read "Ronald H. Phillips", is written over a horizontal line.

Ronald H. Phillips
Member of the Board

Date: June 7, 1996

1201 HAYS STREET
TALLAHASSEE, FL 32301-2607
904-222-0171
904-222-0393 FAX

800-342-8086



P96000041713

ACCOUNT NO. : 072100000032

REFERENCE : 155260 85036A

AUTHORIZATION : Patricia Pzynt

COST LIMIT : \$ 87.50

ORDER DATE : November 14, 1996

ORDER TIME : 11:52 AM

ORDER NO. : 155260-005

CUSTOMER NO: 85036A

100002005201--4

CUSTOMER: Robert A. Forlizzo, Esq
Jacobs Forlizzo & Neal, P.a.
Suite 300
13577 Feather Sound Drive
Clearwater, FL 34622

DOMESTIC AMENDMENT FILING

NAME: PRACTICAL HEALTHCARE SOLUTIONS
OF FLORIDA, INC.

EFFECTIVE DATE:

XX AMENDED AND RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Clint Fuhrman

EXAMINER'S INITIALS:

Amended
&
Restated
Articles

FILED
96 NOV 14 PM 4:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
96 NOV 14 PM 1:59
DIVISION OF CORPORATION

11-15-96

Dr

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PRACTICAL HEALTHCARE SOLUTIONS OF FLORIDA, INC.

Pursuant to the provisions of section 607, Florida Statutes, this corporation, PRACTICAL HEALTHCARE SOLUTIONS OF FLORIDA, INC. adopts the following amendment and restatement to the Articles of Incorporation, filed with the Secretary of State for the State of Florida on May 15, 1996 as Document Number P96000041713.

The Articles of Incorporation of Practical Healthcare Solutions of Florida, Inc. are amended and restated in their entirety to read as follows:

ARTICLE I.

NAME

The name of this Corporation is **PRACTICAL HEALTHCARE SOLUTIONS OF FLORIDA, INC.**

ARTICLE II.

PRINCIPAL OFFICE

The principal address of this Corporation is:

3735 Neptune Street
Tampa, FL 33629

ARTICLE III.

REGISTERED OFFICE AND REGISTERED AGENT

The name of the Registered Agent of this Corporation and the street address of the Registered Office is as follows:

Name: R. STEPHEN VENABLE, M.D.

Address: 3735 Neptune Street
Tampa, FL 33629

FILED
96 NOV 14 PM 4:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV.

CAPITAL STOCK

This Corporation is authorized to issue 1,000 shares of \$1.00 par value common stock.

ARTICLE V.

BYLAWS

The initial Bylaws shall be adopted by the Board of Directors. Subject to the limitations contained in applicable law, the Bylaws of this Corporation may be amended from time to time by the Board of Directors in accordance with the procedures specified in the Bylaws.

ARTICLE VI.

AMENDMENTS TO ARTICLES

The Articles of this Corporation may be amended from time to time in accordance with applicable law and the Bylaws.

The undersigned hereby certifies that this Amended and Restated Articles of Incorporation was approved at a meeting of the Shareholders of the Corporation on Nov 12, 1996.


W. Michael Phillips, President

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated Corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office. Date: Nov 12, 1996.


R. STEPHEN VENABLE, M.D.