

P96000062181

BROAD and CASSEL
ATTORNEYS AT LAW

SUITE 1130
HOWARD FINANCIAL CENTRE
600 EAST HOWARD BOULEVARD
FORT LAUDERDALE, FL 33304
(954) 784-7000
DADE (305) 845-0404
TELECOPY (954) 781-8133

July 22, 1996

File No. 19285.0001

VIA FEDERAL EXPRESS OVERNIGHT MAIL

Secretary of State
Division of Corporations
409 E. Gaines Street
Tallahassee, Florida 32399

200001902302
-07/23/96--01111--010
****122.50 ****122.50

RE: WEST COAST INTEGRATED HEALTH SERVICES, INC.
Name Reservation No. R96000003015

Dear Sir/Madam:

On June 18, 1996, the above-referenced corporate name was reserved by CSC Networks on our behalf. Accordingly, enclosed are an original and one (1) copy of the Articles of Incorporation and the Certificate of Designation of Registered Agent and Registered Office for the above-referenced corporation and a check made payable to the Secretary of State in the amount of \$122.50 in payment for the following:

- | | |
|---|--------------|
| 1. Certificate of Incorporation filing fee | \$35.00 |
| 2. certified copy of the Certificate of Incorporation fee | 52.50 |
| 3. registered agent's fee | <u>35.00</u> |
| | \$122.50 |

FILED
96 JUL 23 AM 10:29
SECRETARY OF STATE
TALLAHASSEE FLORIDA

Please return the certified copy of the Articles of Incorporation to us in the enclosed addressed return stamped envelope as soon as possible.

7777 Glades Road
Boca Raton, Florida 33434
(407) 483-7000
Telecopy (407) 483-7321

First Florida Bank Tower
216 South Monroe Street
Tallahassee, Florida 32301
(904) 881-8810
Telecopy (904) 881-8792

300 North Orange Avenue
Orlando, Florida 32801
(407) 839-4200
Telecopy (407) 425-8377

Miami Center
201 South Biscayne Blvd.
Miami, Florida 33131
(305) 373-6400
Telecopy (305) 373-9443

100 North Tampa
Suite 3500
Tampa, FL 33602
(813) 225-3020
Telecopy (813) 225-3039

The Reflections Office Centre
400 Australian Avenue South
West Palm Beach, Florida 33401
(407) 832-3300
Telecopy (407) 655-1100

600 East Ocean Blvd.
Suite 120
Stuart, Florida 34984
(407) 283-3000
Telecopy (407) 283-9822

63 7/25/96

Secretary of State
July 22, 1996
Page 2

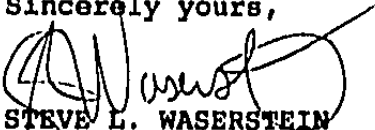
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96 JUL 23 AM 10:29

SECRETARY OF STATE
TALLAHASSEE FLORIDA

If you have any questions or comments, please do not hesitate to contact us.

Sincerely yours,



STEVE L. WASERSTEIN
For the Firm

SLW/jp

Enc.

cc: Barbara Eberle, Director of Operations

BROAD and CASSEL

ARTICLES OF INCORPORATION
OF

WEST COAST INTEGRATED HEALTH SERVICES, INC.

FILED

96 JUL 23 AM 10:29

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned Incorporator to these Articles of Incorporation hereby forms a corporation under the laws of the State of Florida and the Florida Business Corporation Act.

ARTICLE I

NAME OF CORPORATION

The name of the Corporation shall be West Coast Integrated Health Services, Inc. ("Corporation").

ARTICLE II

NATURE OF BUSINESS

Corporation is organized for the purpose of transacting any and all lawful activities or business for which corporations may be formed under Chapter 607 of the Florida Statutes.

ARTICLE III

CAPITAL STOCK

Corporation shall be authorized to issue five thousand (5,000) shares of Class A common stock with \$0.01 par value, and five thousand (5,000) shares of Class B common stock with a \$0.01 par value. The relative preferences and voting rights of each class of stock shall be governed by the Bylaws. Except as provided in the Bylaws, the rights of each class of stock are the same, and no other preferences or limitations shall apply.

ARTICLE IV

BOARD OF DIRECTORS

The election of directors by certain voting groups, the directors terms in office and powers, and any other conditions or qualifications imposed on the directors shall be governed by the Bylaws.

ARTICLE V

TERM OF EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE VI

**INITIAL PRINCIPAL OFFICE
OF THE CORPORATION**

The mailing address and the initial principal office address of this Corporation in the State of Florida shall be 601 Main Street, Dunedin, Florida, 34698.

ARTICLE VII

**INITIAL REGISTERED
OFFICE AND AGENT**

The street address of the initial registered office of the Corporation shall be Broad and Cassel, Suite 1130, 500 East Broward Boulevard, Fort Lauderdale, Florida 33394 and the name of the initial registered agent of the Corporation at that address shall be Gabriel L. Imperato, P.A.

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of this Corporation is:

Farnsworth May, M.D.
c/o Morton Plant Hospital Association, Inc.
601 Main Street
Dunedin, Florida 34698

ARTICLE IX

SPECIAL ELECTION

Corporation expressly elects not to be governed by either Section 607.0901 or Section 607.0902 of the Florida Business Corporation Act, as each may be amended from time to time, relating to affiliated transactions and control share acquisitions.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 16 day of July, 1996.

[Signature]
FARNSWORTH MAY, M.D.

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 16th day of July, 1996, by Farnsworth May, M.D., Incorporator of West Coast Integrated Health Services, Inc., who is personally known to me or who has produced a Florida driver's license as identification and who ~~did~~ (did not) take an oath.



[Signature]
SIGNATURE OF NOTARY

Steve Waserstein
PRINTED NAME OF NOTARY

9/27/96
COMMISSION EXPIRES

FILED

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT AND REGISTERED OFFICE**

96 JUL 23 AM 10:29

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 48.091, 607.0501 and 607.0505, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the registered agent, in the State of Florida.

1. The name of the corporation is: West Coast Integrated Health Services, Inc.
2. The name and address of the registered agent and office is:

Gabriel L. Imperato, P.A.
Broad and Cassel
500 East Broward Boulevard
Suite 1130
Fort Lauderdale, Florida 33394


FARNSWORTH MAY, M.D., INCORPORATOR

Dated this 16 day of July, 1996.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I ACCEPT THE DUTIES AND OBLIGATIONS OF MY POSITION AS REGISTERED AGENT INCLUDING THOSE CONTAINED IN SECTION 607.0505, FLORIDA STATUTES.


GABRIEL L. IMPERATO, P.A.

Dated this 16th day of July, 1996.

P96000062181

**ARTICLES OF MERGER
Merger Sheet**

.....
MERGING:

**MEASE HEALTH CARE PHYSICIAN HOSPITAL ORGANIZATION, INC., a
Florida corporation, P93000084953**

**MORTON PLANT PHYSICIAN HOSPITAL ORGANIZATION, INC., a Florida
corporation, P95000008597**

INTO

**WEST COAST INTEGRATED HEALTH SERVICES, INC., a Florida corporation,
P96000062181**

File date: September 6, 1996

Corporate Specialist: Velma Shepard

P96000062181

BROAD and CASSEL
ATTORNEYS AT LAW

SUITE 1130
HOWARD FINANCIAL CENTRE
500 EAST HOWARD BOULEVARD
FORT LAUDERDALE, FL 33304
(954) 764-7000
FAX (954) 948-0404
TELECOPY (954) 701-8100

FILED
36 SEP -6 PM 2:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

September 5, 1996

File No. 19513.0001

VIA FEDERAL EXPRESS OVERNIGHT MAIL

Secretary of State
Division of Corporation
409 East Gaines Street
Tallahassee, Florida 32399

000001941590
-09/06/96--01077--002
*****166.25 *****166.25

Re: **ARTICLES OF MERGER**

Morton Plant Physician Hospital Organization, Inc.,
Mease Health Care Physician Hospital Organization, Inc.,
(Disappearing Corporations) and
West Coast Integrated Health Services, Inc., ("WCIHS")
(Surviving Corporation)

Dear Sir/Madam:

Morton Plant Physician Hospital Organization, Inc. ("Morton PHO")
and Mease Health Care Physician Hospital Organization, Inc. ("Mease
PHO") merged into West Coast Integrated Health Services, Inc.
("WCIHS") effective upon the filing of these Articles of Merger.

Enclosed is an original and one (1) copy of the Articles of Merger
with exhibits for the above-described mergers and a check made
payable to the Secretary of State in the amount of \$166.25 in
payment of:

- 1. The filing fees for the Articles of Merger pertaining to the Morton PHO, Mease PHO, and WCIHS \$ 105.00 (3 x \$35.00)

Merger

V8 SEP 17 1996

*See Note:
Next pg.*

7777 Glades Road
Boca Raton, Florida 33434
(407) 483-7000
Telecopy (407) 483-7321

First Florida Bank Tower
215 South Monroe Street
Tallahassee, Florida 32301
(904) 881-0810
Telecopy (904) 881-9792

300 North Orange Avenue
Orlando, Florida 32801
(407) 830-4200
Telecopy (407) 425-6377

Miami Center
201 South Biscayne Blvd.
Miami, Florida 33131
(305) 373-0400
Telecopy (305) 373-0443

100 North Tampa
Suite 3500
Tampa, FL 33602
(813) 225-3020
Telecopy (813) 225-3000

The Reflections Office Centre
400 Australian Avenue South
West Palm Beach, Florida 33401
(407) 832-3300
Telecopy (407) 655-1100

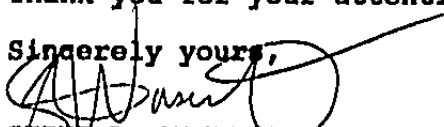
900 East Ocean Blvd.
Suite 120
Stuart, Florida 34904
(407) 283-3000
Telecopy (407) 283-0822

2.	A certified copy of the Articles of Merger	52.50
3.	A Certificate of Status	<u>8.75</u>
	Total	\$ <u>166.25</u>

After filing please send us a certified copy of the Articles of Merger and a Certificate of Status in the enclosed addressed stamped return envelope.

Thank you for your attention to this matter.

Sincerely yours,


STEVE L. WASERSTEIN
For the Firm

SLW/jp

Enc.

cc: Barbara Eberle, Director of Operations

Note:

9/17 Talked with Mr. S. Wasserstein
about refer. to Bay Case (pg. 5 #15)
which is not part of the merger, he
stated he wanted that left in for the
Share holders benefit.

B

BROAD and CASSEL

FILED

96 SEP -6 PM 2:09

SECRETARY OF STATE
TALLAHASSEE FLORIDA

**ARTICLES OF MERGER
OF
MEASE HEALTH CARE PHYSICIAN HOSPITAL ORGANIZATION, INC.,
a Florida corporation,
MORTON PLANT PHYSICIAN HOSPITAL ORGANIZATION, INC.,
a Florida corporation,
and
WEST COAST INTEGRATED HEALTH SERVICES, INC.
a Florida corporation**

Pursuant to the provisions of the Florida Business Corporation Act governing the merger of Florida corporations with and into a Florida corporation, the undersigned corporations adopt the following articles of merger:

1. The names of the merging corporations are Mease Health Care Physician Hospital Organization, Inc. ("Mease PHO"), which is a business corporation organized under the laws of the State of Florida, and the existence of which will cease; Morton Plant Physician Hospital Organization, Inc. ("Morton PHO") which is a business corporation organized under the laws of the State of Florida, and the existence of which will cease; and West Coast Integrated Health Services, Inc. ("Surviving Corporation"), which is a business corporation organized under the laws of the State of Florida, and which shall be the surviving corporation.

2. The Agreement and Plan of Merger for merging the Mease PHO and the Morton PHO with and into the Surviving Corporation is attached hereto as Exhibit "A".

3. The mergers shall be effective on the date that these Articles of Merger are filed by the Florida Secretary of State.

4. The Agreement and Plan of Merger was approved and adopted by shareholders of the Morton PHO at the Shareholders meeting held on August 13, 1996. The Agreement and Plan of Merger was approved and adopted by shareholders of the Mease PHO at the Shareholders meeting held on August 14, 1996. The Agreement and Plan of Merger was approved and adopted by the shareholder of the Surviving Corporation by written consent dated August 14, 1996.

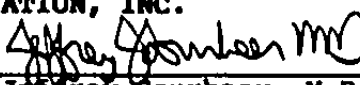
5. The Surviving Corporation will continue its existence as the surviving corporation under the name "West Coast Integrated

Health Services, Inc." pursuant to the provisions of the laws of the State of Florida.

MEASE HEALTH CARE PHYSICIAN HOSPITAL ORGANIZATION, INC.

By: 
Name: David Hicks, D.O.
Title: Chairman/President

MORTON PLANT PHYSICIAN HOSPITAL ORGANIZATION, INC.

By: ✓ 
Name: Jeffrey Sourbeer, M.D.
Title: Chairman/President

WEST COAST INTEGRATED HEALTH SERVICES, INC.

By: 
Name: Farnsworth May, M.D.
Title: President



EXHIBIT A
TO THE ARTICLES OF MERGER

AGREEMENT AND PLAN OF MERGER

OF

**MEASE HEALTH CARE PHYSICIAN
HOSPITAL ORGANIZATION, INC.,**

**MORTON PLANT PHYSICIAN HOSPITAL
ORGANIZATION, INC.,**

AND

WEST COAST INTEGRATED HEALTH SERVICES, INC.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement and Plan") is entered into this 14th day of August, 1996 by and among MEASE HEALTH CARE PHYSICIAN HOSPITAL ORGANIZATION, INC., a Florida corporation (the "MEASE PHO"), MORTON PLANT PHYSICIAN HOSPITAL ORGANIZATION, INC., a Florida corporation (the "MORTON PLANT PHO") and WEST COAST INTEGRATED HEALTH SERVICES, INC., a Florida corporation (the "Surviving Corporation") to be formed, as approved by the Board of Directors and shareholders of said corporations:

R E C I T A L S:

- 1. The MEASE PHO and the MORTON PLANT PHO are corporations duly organized and existing under the laws of the State of Florida.**
- 2. Surviving Corporation is a corporation to be duly organized and existing under the laws of the State of Florida.**
- 3. Directors of MEASE PHO, MORTON PLANT PHO and Surviving Corporation believe that the merger of MEASE PHO into Surviving Corporation and the merger of MORTON PLANT PHO into Surviving Corporation would be advantageous and beneficial to the respective shareholders, employees and participating affiliates of the MEASE PHO, the MORTON PLANT PHO and Surviving Corporation.**
- 4. MEASE PHO and Surviving Corporation have agreed that the MEASE PHO shall merge into Surviving Corporation upon the terms and conditions and in the manner set forth in this Agreement and Plan and in accordance with the applicable laws of the State of Florida. MORTON PLANT PHO and Surviving Corporation have also agreed that the MORTON PLANT PHO shall merge into Surviving Corporation upon the terms and conditions and in the manner set forth in this Agreement and Plan and in accordance with the applicable laws of the State of Florida. These mergers are transactions qualifying as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.**

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, guarantees and representations contained in this Agreement and Plan and in order to consummate the transaction described above, the MEASE PHO, the MORTON PLANT PHO and the Surviving Corporation, the constituent corporations to this Agreement and Plan (the "Constituent Corporations"), agree as follows:

1. Recitals. All of the foregoing recitals are true and correct and incorporated as though fully set forth herein.

2. Mergers.

2.1 Mease Health Care Physician Hospital Organization, Inc., which is a corporation incorporated under the laws of the State of Florida, shall be merged with and into West Coast Integrated Health Services, Inc., which is a corporation to be incorporated under the laws of the State of Florida and shall be the surviving corporation. The laws of the State of Florida permit the merger of these business corporations as described herein.

2.2 MORTON PLANT Physician Hospital Organization, Inc., which is a corporation incorporated under the laws of the State of Florida, shall be merged with and into West Coast Integrated Health Services, Inc., which is a corporation to be incorporated under the laws of the State of Florida and shall be the surviving corporation. The laws of the State of Florida permit the merger of these business corporations as described herein.

3. Articles of Merger.

3.1 Upon the approval and adoption of this Agreement and Plan, Articles of Merger for the merger of MEASE PHO into Surviving Corporation ("AOM Mease") complying with the applicable provisions of the Florida Business Corporation Act shall be duly executed by any officer of MEASE PHO and Surviving Corporation and shall be filed with the Florida Secretary of State.

3.2 Upon the approval and adoption of this Agreement and Plan, Articles of Merger for the merger of MORTON PLANT PHO into Surviving Corporation ("AOM Morton") complying with the applicable provisions of the Florida Business Corporation Act shall be duly executed by any officer of MORTON PLANT PHO and Surviving Corporation, and shall be filed with the Florida Secretary of State.

4. Surviving Corporation. Surviving Corporation shall continue its existence under the name "West Coast Integrated Health Services, Inc." pursuant to the provisions of the Florida Business Corporation Act.

5. Disappearing Corporations. The separate existence of MEASE PHO and MORTON PLANT PHO shall cease upon the Effective Date (defined herein) of the mergers in accordance with the provisions of the laws of the State of Florida.

6. Capitalization.

6.1 Surviving Corporation, MEASE PHO and the MORTON PLANT PHO each have two (2) classes of stock, Class A stock and Class B stock.

6.2 Surviving Corporation is authorized to issue 5,000 shares of \$.01 par value, Class A common stock of which 10 shares are issued and entitled to vote on the merger and is authorized to issue 5,000 shares of \$.01 par value, Class B common stock of which 10 shares are issued and entitled to vote on the merger.

6.3 MEASE PHO is authorized to issue 1,000 shares of \$.01 par value, Class A common stock, of which 193 shares are issued and entitled to vote on the merger as of the record date and authorized to issue 1,000 shares of \$.01 par value, Class B common stock of which 193 shares are issued and entitled to vote on the merger as of the record date.

6.4 MORTON PLANT PHO is authorized to issue 2,000 shares of \$.01 par value, Class A common stock, of which 293 shares are issued and entitled to vote on the merger as of the record date and authorized to issue 2,000 shares of \$.01 par value, Class B common stock of which 195.33 shares are issued and entitled to vote on the merger as of the record date.

7. Shares of Surviving Corporation.

7.1 Each issued share of Class A stock of MEASE PHO shall, upon the Effective Date of the merger, be converted into one share of Class A stock of Surviving Corporation. Each owner of Class A stock in MEASE PHO shall contribute additional capital in the amount of \$590.00 per share to Surviving Corporation within twelve (12) months after the Effective Date of the merger otherwise such owner of Class A stock shall not be entitled to receive stock in Surviving Corporation regardless of any provision herein.

7.2 Each issued share of Class B stock of MEASE PHO shall, upon the Effective Date of the merger, be converted into one share of Class B stock of Surviving Corporation.

7.3 Each issued share of Class A stock of MORTON PLANT PHO shall, upon the Effective Date of the merger, be converted into one share of Class A stock of Surviving Corporation.

7.4 Each issued share of Class B stock of MORTON PLANT PHO shall, upon the Effective Date of the merger, be converted into one share of Class B stock of Surviving Corporation.

8. Cancellation of Shares of MEASE PHO and MORTON PLANT PHO. All issued and outstanding Class A and Class B common stock of MEASE PHO and the MORTON PLANT PHO, and all rights and respect thereof, shall be cancelled as of the Effective Date of the merger, and the certificates representing such shares shall be surrendered and canceled.

9. Temporary Board of Director Member, Officer and Shareholder of Surviving Corporation. Any Board of Director member or officer of Surviving Corporation existing immediately before the Effective Date of the merger shall by virtue of the merger and on the Effective Date shall be deemed to have resigned from such positions effective immediately. All issued and outstanding shares of Surviving Corporation common stock held by any person or entity immediately before the Effective Date of the merger shall by virtue of the merger and on the Effective Date cease to exist, and certificates representing such shares, if any, shall be cancelled.

10. Articles of Incorporation. The Articles of Incorporation of Surviving Corporation as set forth in Exhibit "A" hereto shall remain in force on the Effective Date and after the merger until changed, altered, or amended as provided in such Articles of Incorporation and/or in the manner prescribed by the Florida Business Corporation Act.

11. Bylaws. The Bylaws of Surviving Corporation on and after Effective Date of the merger shall remain in force on the Effective Date and after the merger as set forth in Exhibit "B" hereto until changed, altered, or amended as provided in the Articles of Incorporation of Surviving Corporation, such Bylaws and/or in the manner prescribed by the Florida Business Corporation Act.

12. Directors and Officers.

12.1 The initial Board of Directors of the Surviving Corporation, commencing on the Effective Date (defined herein) of the merger, shall be as follows:

Class A (Physicians) Appointees

- 12.1.1 Robert Hoyne, M.D., General Surgery;
- 12.1.2 David Hicks, D.O., Family Practice;
- 12.1.3 Jay Carpenter, M.D., Internal Medicine;
- 12.1.4 Peter May, M.D., General Surgery;
- 12.1.5 Steven Schwartz, M.D., Internal Medicine;

- 12.1.6 Cesar Lara, M.D., Family Practice;
- 12.1.7 Barbara Hall, M.D., Radiology;
- 12.1.8 Kay Hanley, M.D., Pediatrics;

Class B (Hospitals) Appointees

- 12.1.9 Frank Murphy;
- 12.1.10 Jim Harper;
- 12.1.11 Jeffrey Sourbeer, M.D., Family Practice;
- 12.1.12 David Peterfreund, M.D., Obstetrics/
Gynecology;
- 12.1.13 Philip Beauchamp; and
- 12.1.14 Raymond Hansen, M.D., Internal Medicine
Cardiology.

These Board of Director members shall hold this directorship until the election and qualification of their respective successors in accordance with the Bylaws of Surviving Corporation.

12.2 The officers of the Surviving Corporation, commencing on the Effective Date of the merger, shall be as follows:

Co-Chief Executive Officers:	Peter May, M.D. David Hicks, D.O.
Treasurer:	Steve Harris
Secretary:	Barbara Hall, M.D.

These officers shall hold office until the appointment of their respective successors in accordance with the Bylaws of Surviving Corporation.

13. Shareholders' Agreement. As a precondition to these mergers, the Amended and Restated Shareholders' Agreement ("Shareholders' Agreement") in the form attached hereto as Exhibit "C" and made a part hereof shall be approved by the holders of at least a majority in interest of the Class A and Class B shareholders of the MEASE PHO and the MORTON PLANT PHO and the respective Constituent Corporation.

14. Committees. Initially, the Surviving Corporation shall have an Executive Committee, a Contracts Committee, a Quality Management Committee, a Credentialing Committee and an Operating Committee. The Bylaws of Surviving Corporation shall govern the duties and powers of each committee and committee member. The initial committee members for each committee are set forth in Exhibit "D" attached hereto and made a part hereof.

15. Board Members of Bay Care. The following persons shall be the designated members (on behalf of Surviving Corporation) of

the Board of Directors of Bay Care Health Network, Inc. ("Bay Care"):

- 15.1 Scott Klavans, M.D.;
- 15.2 Juan Falla, M.D.;
- 15.3 Philip Beauchamp; and
- 15.4 Richard Maza, M.D.

These persons shall be Board members for Bay Care's Board until a successor is elected and qualifies pursuant to Bay Care's bylaws unless earlier removed and replaced, if permitted, by Surviving Corporation.

16. Representations. MEASE PHO, MORTON PLANT PHO and Surviving Corporation hereby represent and warrant that each corporation and their respective representatives have and/or had the opportunity to review and analyze the financial statements and corporate records of each of the other Constituent Corporations prior to consummating this merger.

17. Ratification. All actions taken by the Board of Directors and/or shareholders of MEASE PHO and MORTON PLANT PHO prior to and on the Effective Date of merger are hereby ratified, approved and confirmed by each Constituent Corporation's respective Board of Directors and shareholders.


18. Approval. The agreement contemplated by this Agreement and Plan has previously been submitted to and approved by the Board of Directors and Shareholders of MEASE PHO, MORTON PLANT PHO and Surviving Corporation. Subsequent to the execution of this Agreement and Plan by any officer of each of MEASE PHO, MORTON PLANT PHO and Surviving Corporation, any officer of each corporation shall, and is hereby so authorized and directed, to cause to be executed and filed such documents prescribed by the laws of the State of Florida, and to perform all such further acts as may be necessary or proper to render effective the merger contemplated by this Agreement and Plan, including amending this Agreement and Plan, but shall not amend this Agreement and Plan in a material manner without approval by the Board of Directors and Shareholders of the Constituent Corporations.

19. Effective Date of Merger. The effective date ("Effective Date") of both mergers will be the later of: (i) the date of Filing of the AOM Mease by the Florida Secretary of State or (ii) the date of Filing of the AOM Morton by the Florida Secretary of State.

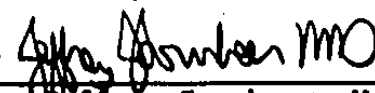
IN WITNESS WHEREOF, the duly authorized officers of the Constituent Corporations described herein have executed this

Agreement and Plan of Merger as of the date first above written.

**MEASE HEALTH CARE PHYSICIAN
HOSPITAL ORGANIZATION, INC.**

By: 
Name: David Hicks, D.O.
Title: Chairman/President

**MORTON PLANT PHYSICIAN HOSPITAL
ORGANIZATION, INC.**

By: 
Name: Jeffrey Sourbear, M.D.
Title: Chairman/President

**WEST COAST INTEGRATED HEALTH
SERVICES, INC., a Florida
corporation**

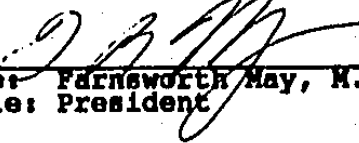
By: 
Name: Farnsworth May, M.D.
Title: President

EXHIBIT "A"

**ARTICLES OF INCORPORATION
OF
SURVIVING CORPORATION**

ARTICLES OF INCORPORATION
OF
WEST COAST INTEGRATED HEALTH SERVICES, INC.

The undersigned Incorporator to these Articles of Incorporation hereby forms a corporation under the laws of the State of Florida and the Florida Business Corporation Act.

ARTICLE I

NAME OF CORPORATION

The name of the Corporation shall be West Coast Integrated Health Services, Inc. ("Corporation").

ARTICLE II

NATURE OF BUSINESS

Corporation is organized for the purpose of transacting any and all lawful activities or business for which corporations may be formed under Chapter 607 of the Florida Statutes.

ARTICLE III

CAPITAL STOCK

Corporation shall be authorized to issue five thousand (5,000) shares of Class A common stock with \$0.01 par value, and five thousand (5,000) shares of Class B common stock with a \$0.01 par value. The relative preferences and voting rights of each class of stock shall be governed by the Bylaws. Except as provided in the Bylaws, the rights of each class of stock are the same, and no other preferences or limitations shall apply.

ARTICLE IV

BOARD OF DIRECTORS

The election of directors by certain voting groups, the directors terms in office and powers, and any other conditions or qualifications imposed on the directors shall be governed by the Bylaws.

ARTICLE V

TERM OF EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE VI

**INITIAL PRINCIPAL OFFICE
OF THE CORPORATION**

The mailing address and the initial principal office address of this Corporation in the State of Florida shall be 601 Main Street, Dunedin, Florida, 34698.

ARTICLE VII

**INITIAL REGISTERED
OFFICE AND AGENT**

The street address of the initial registered office of the Corporation shall be Broad and Cassel, Suite 1130, 500 East Broward Boulevard, Fort Lauderdale, Florida 33394 and the name of the initial registered agent of the Corporation at that address shall be Gabriel L. Imperato, P.A.

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of this Corporation

is:

Farnsworth May, M.D.
c/o Morton Plant Hospital Association, Inc.
601 Main Street
Dunedin, Florida 34698

ARTICLE IX

SPECIAL ELECTION

Corporation expressly elects not to be governed by either Section 607.0901 or Section 607.0902 of the Florida Business Corporation Act, as each may be amended from time to time, relating to affiliated transactions and control share acquisitions.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this _____ day of _____, 1996.

FARNSWORTH MAY, M.D.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by Farnsworth May, M.D., Incorporator of West Coast Integrated Health Services, Inc., who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

SIGNATURE OF NOTARY

PRINTED NAME OF NOTARY

COMMISSION EXPIRES

EXHIBIT "B"

**BYLAWS
OF
SURVIVING CORPORATION**

BYLAWS

OF

WEST COAST INTEGRATED HEALTH SERVICES, INC.

a Florida corporation

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BYLAWS
OF
WEST COAST INTEGRATED HEALTH SERVICES, INC.
a Florida corporation

ARTICLE I

NAME, OFFICES AND PURPOSE

Section 1. Name. The name of the corporation is West Coast Integrated Health Services, Inc., a Florida corporation.

Section 2. Principal Office and Additional Offices. The location of the principal office of the corporation shall be as stated in the Articles of Incorporation, which location may be changed from time to time by the board of directors. The corporation may also have offices or branches at such other places, both within and without the State of Florida, as the board of directors may from time to time determine or as the business of the corporation may require.

Section 3. Purpose of Corporation. This corporation is organized and operated exclusively for the furtherance of charitable or other tax exempt purposes including the improvement of health care to the community and containing health care costs.

ARTICLE II

SHAREHOLDERS

Section 1. Place of Meetings. All meetings of the shareholders shall be held at 601 Main Street, Dunedin, Florida 34698, or at such other place (within or without the State of Florida) as shall be designated from time to time by the board of directors and stated in the notice of the meeting.

Section 2. Annual Meeting. Annual meetings of shareholders shall be held at 601 Main Street, Dunedin, Florida, 34698, on the second Tuesday of the month of January of each year, if not a legal holiday in the state in which the meeting shall be held, and if a legal holiday, then on the next secular day following, or at such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At the annual meeting, the shareholders shall elect directors, as set forth in Article II, Section 11, herein, and transact such other business as may properly be brought before the meeting. If the annual meeting of shareholders is not held on the date designated therefor, the board of directors shall cause the meeting to be held as soon thereafter as convenient.

Section 3. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise

prescribed by statute or by the Articles of Incorporation, may be called by the chairman of the board or president of the corporation, and shall be called by the chairman of the board or president at the request in writing of a majority of the board of directors or at the request in writing of the holders of not less than ten percent (10%) of all the shares of any class of stock entitled to vote at a meeting. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. List of Shareholders. The officer or agent who has charge of the stock transfer book for shares of the corporation shall make and certify a complete list of the shareholders entitled to vote at a shareholders' meeting, or any adjournment thereof. The list shall be compiled at least ten (10) days before each meeting of shareholders and shall be available for inspection by any shareholder at the time and place permitted by statute upon written demand to inspect by a shareholder or agent or attorney of a shareholder. The list shall be arranged in alphabetical order with each class and series and show the address of each shareholder and the number of shares registered in the name of each shareholder. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder or agent or attorney of such shareholder who is present. See "Fixing of Record Date", Article VI, Section 5, for the method of determining which shareholders are entitled to vote.

Section 5. Notice of Meetings. Except as otherwise provided herein or by statute, written notice of an annual or special meeting of shareholders which shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered, either personally or by first-class mail, not less than ten (10) or more than sixty (60) days before the date of the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the stock transfer books of the corporation with postage thereon prepaid. Only business within the purpose or purposes described in the special meeting notice may be conducted at a special shareholders' meeting.

Section 6. Quorum. The holders of at least a majority in interest of each share of Class A and B stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise expressly required by statute or by the Articles of Incorporation. All shareholders present in person or represented by proxy at such meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders leave less than a quorum. If, however, such quorum shall not be initially present at any meeting of shareholders, the holders of a majority in interest of the total issued and outstanding Class A and Class B stock of the Corporation, entitled to vote thereat, shall nevertheless have power to adjourn the meeting from time to time

and to another place, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 7. Majority. Except as otherwise provided in the Articles of Incorporation, these Bylaws or by law, actions by shareholders, shall be authorized only by the affirmative vote of a majority of the Votes Entitled To Be Cast (defined herein) by Class A shareholders and by the affirmative vote of a majority of the Votes Entitled To Be Cast by Class B shareholders. For purposes of these Bylaws, Morton Plant Hospital Association, Inc. and the Trustees of Mease Hospital, Inc. shall each own fifty (50) percent of the total issued and outstanding shares of Class B stock of the corporation. The directors shall be elected by the shareholders in accordance with Article II, Section 11 herein. For each shareholders' meeting, the Votes Entitled To Be Cast by the Class A and Class B Shareholders shall be determined as of the time a quorum for such meeting is determined.

Section 8. Voting of Shares and Proxies. Except as otherwise required in the Articles of Incorporation, these Bylaws or by law, each shareholder shall at every meeting of the shareholders be entitled to one (1) vote in person or by proxy for each share of the capital stock having voting power ("Voting Share") held by such shareholder. Holders of Voting Shares are entitled to cast one (1) vote for each Voting Share irrespective of whether that Voting Share is represented in person or by proxy at a shareholders' meeting ("Votes Entitled To Be Cast"). A vote may be cast either orally or in writing. Each proxy shall be in writing and signed by the shareholder or his authorized agent or representative. A proxy is not valid after the expiration of eleven (11) months after its date unless the person executing it specifies therein the length of time for which it is to continue in force. Unless prohibited by law, a proxy otherwise validly granted by telegram shall be deemed to have been signed by the granting shareholder. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the presiding officer of the meeting.

Section 9. Waiver of Notice. Whenever any notice is required to be given to any shareholder, a waiver in writing signed by the person or persons entitled to such notice, whether signed before, during, or after the time of the meeting and delivered to the corporation for inclusion in the minutes or filing with the corporate records, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of (a) lack of or defective notice of the meeting, unless the person objects at the beginning of the meeting, or promptly upon arrival, at the meeting, to the holding of the meeting or the transacting of any business at the meeting, or (b) lack of

defective notice of a particular matter at a meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when it is presented.

Section 10. Written Consent Without a Meeting. Unless otherwise provided by the Articles of Incorporation, any action required or permitted to be taken at any annual or special meeting of the shareholders may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be dated and signed by the holders of each class of outstanding stock having not less than the minimum number of votes that would be necessary to authorize such action at a meeting at which all shares entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those shareholders who have not consented in writing. The notice shall fairly summarize the material features of the authorized action and, if the action be a merger, consolidation, or sale of assets for which dissenters rights are provided for by statute, the notice shall contain a clear statement of the rights of shareholders dissenting therefrom to be paid the fair value of their shares upon compliance with further provisions of such statute regarding the rights of dissenting shareholders.

Section 11. Election of Directors. The initial board of directors shall serve until the shareholders' first annual meeting. At the shareholders' first annual meeting, and at all times thereafter during the existence of the Corporation, Class A Shareholders shall elect, in the aggregate, eight (8) of the fourteen (14) total board members constituting the board of directors of Corporation and Class B Shareholders shall elect in the aggregate six (6) of the fourteen (14) total board members constituting the board of directors of Corporation. Even if the number of persons constituting the Board of Directors of Corporation increases or decreases as provided herein, in no event shall the Class B Directors (defined herein) constitute less than forty percent (40%) of the total number of Board of Director members of the Corporation, unless the Shareholders otherwise approve. The Class A Directors (defined herein) shall be elected by a majority of the Votes Entitled To Be Cast by the Class A Shareholders as of the record date of the meeting at which the directors are elected. The Class B Directors (defined herein) shall be elected by a majority of the Votes Entitled To Be Cast by the Class B Shareholders as of the record date of the meeting at which the directors are elected. These Bylaws shall be interpreted, and any conflict shall be resolved, in all instances, in a manner which maintains the intent of this Section 11.

Section 12. Deadlock in Management.

12.1 Should deadlock, dispute or controversy arise among the shareholders or directors of the corporation in regard to matters of management and company policy or matters arising under the provisions of the charter, and should the

shareholders, by using their legal power and influence as shareholders, be unable to resolve such deadlock, dispute or controversy, the matters shall be resolved by the shareholders in the following manner:

12.2 Notice shall be given by such objecting or dissenting shareholder(s) that such deadlock exists within fifteen (15) business days of such deadlock, by certified mail, postage prepaid, addressed to the remaining shareholder(s) at the addresses listed on the corporate books.

12.3 Either of the Shareholders may submit to the other a written offer containing the price and the terms on which he will purchase the shares of stock of the other or sell his shares. Such offer shall be sent by certified mail, return receipt requested, postage prepaid. The Shareholder receiving such offer shall have ten (10) business days within which to accept such offer. The acceptance of the offer shall be in writing and shall be sent to the Shareholder making such offer by certified mail, return receipt requested, postage prepaid. The Shareholder receiving such offer shall have ten (10) business days within which to accept such offer. The acceptance of the offer shall be in writing and shall be sent to the Shareholder making such offer by certified mail, return receipt requested, within the said ten (10) day period. If accepted, the closing of such stock purchase and sale shall take place within thirty (30) days thereafter at the offices of the corporation on the terms contained in the offer. If more than one Shareholder makes an offer, the offer with the earliest postmark shall control.

12.4 If no offer is made and should all efforts at resolving the deadlock fail, then the Shareholders shall then select an arbitrator to resolve the deadlock within sixty (60) days of the receipt of such notice of deadlock, upon a unanimous vote of the shares of stock outstanding and entitled to vote. The Shareholders shall reserve the right to replace the arbitrator by unanimous vote of shares outstanding and entitled to vote.

12.5 Should the shareholders be unable to select an arbitrator or a successor arbitrator, the deadlock, dispute or controversy shall be resolved in accordance with the Florida Arbitration Code, Section 682 of the Florida Statutes.

12.6 The decision of the arbitrator shall be final and binding upon all shareholders. The shareholders shall vote their shares as the arbitrator shall direct.

12.7 To enforce these provisions, the arbitrator may obtain an injunction from a court having jurisdiction to direct the shareholders to vote as the arbitrator has determined.

Section 13. Contributions. If a shareholder of Corporation is required to contribute cash or other property to Corporation for each share of stock owned in Corporation, all shareholders must be

required to contribute the same amount of cash or other property per share to Corporation. No shareholder shall contribute more cash or property to Corporation per share than is required of any other shareholder.

ARTICLE III

DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be under the direction of its board of directors, unless otherwise provided by the Articles of Incorporation. The board may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders. The board of directors shall meet not less than quarterly.

Section 2. Number, Qualification, Staggered Terms and Election.

2.1 The board of directors elected pursuant to Article II, Section 11 above, shall consist of fourteen (14) directors. The number of directors may be increased or decreased from time to time if at least eighty percent (80%) of all members of the Board of Directors, whether or not present at a meeting of the Board, approve such an increase or decrease. However, the number of directors which shall constitute the whole board shall be an even number and shall be not less than four (4) or more than twenty (20). In the absence of an express determination by the board, the number of directors, until changed by the board, shall be that number of directors elected at the most recently held annual meeting of shareholders or, if no such meeting has been held, the number originally elected by the Incorporator.

2.2 At least fifty percent (50%) of all directors elected by the Class A shareholders shall, at all times during the existence of the corporation, consist of primary care physicians (as defined herein). Each Class A Director (defined herein) shall be a shareholder of this corporation. For purposes of this section 2, "primary care physicians" shall mean physicians who practice in the area of family medicine or internal medicine, who do not limit their practice to patients who have a specific concern and who remain primary care physicians during their terms as directors. The Class B Directors (as defined herein) should include persons from the community.

2.3 At the first annual meeting of the shareholders ("Next SH Meeting"), the Class A Shareholders shall elect as described herein eight (8) members of the board and the Class B Shareholders shall elect six (6) members of the board for a total of fourteen (14) members. The fourteen (14) members of the board of directors shall be divided into three classes. Unless otherwise amended, the first class shall be comprised of a total of

four (4) directors, two (2) directors elected by the Class A Shareholders and two (2) directors elected by the Class B Shareholders. Unless otherwise amended, the second and third classes shall be comprised of five (5) directors, three (3) directors elected by the Class A Shareholders and two (2) directors elected by Class B Shareholders. At the Next SH Meeting, the Class A Shareholders shall also elect which Class A Directors (as defined herein) will be in the first class, second class and third class of directors. At the Next SH Meeting, the Class B Shareholders shall also elect which Class A Directors (as defined herein) will be in the first class, second class and third class of directors. Beginning on the date of the first annual meeting of the shareholders whereby new directors will be elected, the board of director members of the first class shall hold office for a term of one (1) year; the members of the second class shall hold office for a term of two (2) years; and the members of the third class shall hold office for a term of three (3) years. At all subsequent annual elections of the directors, the directors shall be elected by the shareholders, as described herein, for a term of three (3) years to succeed the directors whose terms then expired. Nothing in these Bylaws shall be construed to prevent the reelection of a director. If the number of Board of Director members changes, the Directors shall designate by resolution the number of directors within each of such three (3) classes. The number of directors within each of the classes shall be equal or as nearly equal as possible. The number of Class A Directors (defined herein) within each class shall be equal or as nearly equal as possible. The number of Class B Directors (defined herein) within each class shall be equal or as nearly equal as possible.

2.4 Election to the board of directors shall be by written ballot. At the election, the shareholders or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the declaration. Cumulative voting is not permitted.

Section 3. Vacancies and Removal. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by an affirmative vote of a majority of the directors then in office elected by the class of shareholders entitled to elect the vacant or newly created directorship as set forth in Article II, Section 11, herein. If such directors do not fill the vacancy or newly created directorship within forty-five (45) days after the date of the vacancy or newly created directorship, the position shall be filled by the shareholders of the class of stock entitled to elect vacant or newly created directorship as set forth in Article II, Section 11, herein. The directors so elected shall hold office until their terms expire and until their successors are duly elected and qualified or until their resignation or removal. Any director may be removed, with or without cause, by the shareholders of the class of stock entitled to elect such director as set forth in Article II Section II, herein, at a meeting of the shareholders called expressly for that purpose unless otherwise provided in the

Articles of Incorporation. If a Class A Director (defined herein) is no longer a shareholder of corporation, such Class A Director shall be removed immediately by the board, if he/she does not resign. If a Class A Director who is primary care physician (defined herein) and was elected because of such status, is no longer a licensed physician or a practicing primary care physician as determined by a majority of the other directors, such director shall be removed immediately by the board, if he/she does not resign.

Section 4. Annual Meeting. The annual meeting of each newly elected board of directors shall be held promptly following the annual meeting of shareholders on the date thereof. No notice of such meeting shall be necessary to the newly elected directors in order to legally constitute the meeting, provided a quorum shall be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors. Any notice of the annual meeting need not specify the business to be transacted or the purpose of the meeting.

Section 5. Time and Place of Regular Meetings. Meetings of the board of directors shall be held no less than quarterly at the principal office of the corporation or at such other place, within or without the State of Florida, as the board of directors may from time to time determine or as shall be specified in the notice of any such meeting. Unless otherwise restricted by the Articles of Incorporation, members of the board of directors, or any committee designated by the board, may participate in a meeting of the board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 6. Special Meetings. Special meetings of the board may be called by the chairman of the board or president on two (2) days' notice to each director by mail, telecopy or telegram or twenty-four (24) hours' notice either personally or by telephone; special meetings shall be called by the chairman of the board or president in like manner and on like notice on the written request of two (2) directors. The notice need not specify the business to be transacted or the purpose of the special meeting. The notice shall specify the date, time and place of the special meeting.

Section 7. Quorum. At all meetings of the board, a quorum for the transaction of business shall consist of at least a majority of the directors elected by the Class A shareholders ("Class A Directors") and at least a majority of the directors elected by the Class B shareholders ("Class B Directors"). The act of at least nine (9) of the fourteen (14) Class A and Class B Directors, present at any meeting at which there is a quorum shall be the act of the board of directors, unless the vote of a larger number is specifically required by statute, by the Articles of Incorporation or by these Bylaws. If there are more or less than

fourteen (14) Board of Director members, 65% of the number of Class A and Class B Directors present at any meeting at which there is a quorum shall be the act of the Board unless the vote of a larger number is specifically required by statute, by the Articles of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of the board of directors or a committee, the members present thereat may adjourn the meeting from time to time and to another place without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Written Consent Without a Meeting. Unless otherwise provided by the Articles of Incorporation, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if, before or after the action, all members of the board or committee consent thereto in writing. The written consents shall be filed with the minutes of proceedings of the board or committee. Such consents shall have the same effect as a vote of the board or committee for all purposes.

Section 9. Executive and Other Committees. A majority of the Class A and Class B Directors may, by resolution, designate one or more committees, each committee to consist of two (2) or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, shall have and may exercise the powers authorized by the board of directors in the management of the business and affairs of the corporation; provided, however, such a committee shall not have the power or authority to:

9.1 Approve or recommend to shareholders actions or proposals required by statute to be approved by the shareholders.

9.2 Designate candidates for the office of director for purposes of proxy solicitation or otherwise.

9.3 Fill vacancies on the board of directors or any committee thereof.

9.4 Adopt, amend or repeal the Bylaws of the corporation.

9.5 Authorize or approve the reacquisition of shares unless pursuant to a general formula or method specified by the board of directors.

9.6 Authorize or approve the issuance or sale of, or any contract to issue or sell, shares or designate the terms of a series of a class of shares, except that the board of directors, having acted regarding general authorization for the issuance or sale of shares, or any contract therefor, and, in the case of a series, the designation thereof, may, pursuant to a

general formula or method specified by the board by resolution or by adoption of a stock option or other plan, authorize a committee to fix the terms of any contract for the sale of the shares and to fix the terms upon which such shares may be issued or sold, including, without limitation, the price, provisions for redemption, sinking fund, conversion, and voting or preferential rights, and provisions for other features of a class of shares, or a series of a class of shares, with full power in such committee to adopt any final resolution setting forth all the terms thereof and to authorize the statement of the terms of a series for filing with the Florida Department of State pursuant to the Florida General Corporation Act.

Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. A committee, and each member thereof, shall serve at the pleasure of the board. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required. Notwithstanding any provision herein, the vote of a majority of the committee members present at any meeting shall be the action of the committee.

Section 10. Compensation. The board of directors shall have authority to fix the compensation of directors, including fees and reimbursement of expenses, for services to the corporation in any capacity.

Section 11. Resignations. A director may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or a subsequent time as set forth in the notice of resignation.

Section 12. Waiver of Notice. Attendance of a director at a meeting constitutes a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and states such objection at the beginning of the meeting or promptly upon arrival at the meeting. Directors may also sign a waiver of notice before, during or after a special meeting as set out in Article IV, Section 2.

Section 13. Deadlock in Management. See Article II Section 12.

Section 14. Dividends or Distributions. No distributions of profits or earnings shall be declared and paid in the form of dividends, or in any other form unless all of the members of the Board of Directors, whether present or not at meeting of directors, approve such action. If Corporation declares and pays distributions during any year, the Class A shareholders shall receive sixty percent (60%) of the total amount of distributions, divided pro rata among the shareholders of such class, and the Class B shareholders shall receive forty percent (40%) of the total amount of distributions, divided pro rata among the shareholders of such class. The Class A and Class B shareholders shall be paid

their respective share of the distributions, if any, at the same time, to the extent reasonably possible. At no time shall a distribution be made to one class of shareholders and not to the other class of shareholders.

Section 15. Dissolution and Liquidation. Upon dissolution or liquidation of Corporation, the Class A shareholders shall receive sixty percent (60%) of the net assets (defined herein) of the Corporation in the form of cash, divided pro rata among the shareholders of that class, and the Class B shareholders shall receive forty percent (40%) of the net assets (defined herein) of the Corporation in the form of cash or other property, divided pro rata among the Class B Shareholders. For purposes of this Section 17., "net assets" shall mean total assets less total liabilities as determined by the Corporation's accountants.

Section 16. Supermajority Provisions. At least eighty percent (80%) of all the members of the directors, whether present or not at a meeting of the board, must approve the following actions:

16.1 To substantially change the ordinary business operations of Corporation.

16.2 To obtain financing for the Corporation or assume a liability equal to or in excess of \$250,000.00.

16.3 To purchase an asset or group of assets within a one year period with a cost in excess of \$250,000.00.

16.4 To sell an asset or group of assets of Corporation with a value of more than \$150,000.00 not in the ordinary course of business.

16.5 To merge, consolidate, or reorganize Corporation.

ARTICLE IV

NOTICES

Section 1. Method of Written Notice. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, written notice is required to be given to any director, committee member or shareholder, such notice may be given in writing delivered, either personally or by mail (registered, certified or other first class mail), telecopy or telegram addressed to such director, shareholder or committee member at his address as it appears on the records of the corporation, with postage thereon prepaid. Such notice shall be deemed to be given at the time when the same shall be deposited in a post office or official depository under the exclusive care and custody of the United States postal service.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provision of the statutes or of the Articles of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before, during or after the time stated therein, shall be deemed equivalent thereto. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the shareholders, directors or a committee, need be specified in any written waiver of notice.

ARTICLE V

OFFICERS

Section 1. Number and Qualification. The officers of the corporation shall be chosen by the board of directors at its annual meeting. There shall be co-chief executive officers, a secretary and a treasurer. The board of directors shall create and fill the offices of chairman (or co-chairman) of the board and vice-chairman of the board, and may choose more vice-presidents, one or more assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, but the board by resolution may require that at least two (2) persons shall be officers for purposes of compliance with Article VI, Section 1, hereof. The board of directors may from time to time appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 2. Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors and shall be reasonable in relation to the duties performed.

Section 3. Removal, Vacancies and Resignations. The officers of the corporation shall hold office at the pleasure of the board of directors. Any officer elected or appointed by the board of directors may be removed at any time by the board of directors with or without cause whenever, in its judgment, the best interests of the corporation will be served thereby. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the board of directors. An officer may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or at a subsequent time specified in the notice of resignation.

Section 4. The Co-Chief Executive Officers. Unless otherwise provided by resolution of the board of directors, the co-chief executive officers shall serve as the president of the corporation, shall preside at all meetings of the shareholders and the board of directors (if he shall be a member of the board), shall have general and active management of the business and affairs of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect. Either co-chief executive officer shall execute on behalf of the

corporation, and may affix or cause the seal to be affixed to, all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. In the event of a dispute among the co-chief executive officers, such dispute shall be submitted to the full membership of the board of directors for resolution.

Section 5. Vice-Presidents. The vice-presidents shall act under the direction of the president and in the absence or disability of the president shall perform the duties and exercise the powers of the president. They shall perform such other duties and have such other powers as the president or the board of directors may from time to time prescribe. The board of directors may designate one or more executive vice-presidents or may otherwise specify the order of seniority of the vice-presidents. The duties and powers of the president shall descend to the vice-presidents in such specified order of seniority.

Section 6. The Secretary. The secretary shall act under the direction of the president. Subject to the direction of the president, the secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record the proceedings. The secretary shall perform like duties for the standing committees when required; shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors; and shall perform such other duties as may be prescribed by the president or the board of directors. The secretary shall keep in safe custody the seal of the corporation and, when authorized by the president or the board of directors, cause it to be affixed to any instrument requiring it. The secretary shall be responsible for maintaining the stock transfer book and minute book of the corporation and shall be responsible for their updating.

Section 7. Assistant Secretaries. The assistant secretaries shall act under the direction of the president. In the order of their seniority in office, unless otherwise determined by the president or the board of directors, they shall, in the absence of disability of the secretary, perform the duties and exercise the powers of the secretary. They shall perform such other duties and have such other powers as the president or the board of directors may from time to time prescribe.

Section 8. The Treasurer. The treasurer shall act under the direction of the president. Subject to the direction of the president, the treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors. The treasurer shall disburse the funds of the corporation as may be ordered by the president or the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of

directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation. The treasurer may affix or cause to be affixed the seal of the corporation to documents so requiring the seal.

Section 9. Assistant Treasurers. The assistant treasurers in the order of their seniority of office, unless otherwise determined by the president or the board of directors shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the president or the board of directors may from time to time prescribe.

Section 10. Delegation of Duties. Whenever an officer is absent or whenever for any reason the board of directors may deem it desirable, the board of directors may delegate the powers and duties of an officer to any other officer or officers or to any director or directors.

Section 11. Additional Powers. To the extent the powers and duties of the several officers are not provided from time to time by resolution or other directive of the board of directors or by the president (with respect to other officers), the officers shall have all powers and shall discharge the duties customarily and usually held and performed by like officers of the corporations similar in organization and business purposes to this corporation.

ARTICLE VI

CERTIFICATES OF STOCK AND SHAREHOLDERS OF RECORD

Section 1. Certificates Representing Shares. The shares of stock of the corporation shall be represented by certificates signed, in the name of the corporation, by the president or a vice-president and by the secretary or an assistant secretary of the corporation. Each holder of stock in the corporation shall be entitled to have such a certificate certifying the number of shares owned by him in the corporation.

Section 2. Transfer Agents. Any of or all the signatures on the certificate may be a facsimile if the certificate is countersigned by a transfer agent or registered by a registrar other than the corporation itself or its employee. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer at the date of issue. The seal of the corporation or a facsimile thereof may, but need not, be affixed to the certificates of stock.

Section 3. Lost, Destroyed or Mutilated Certificates. The board of directors may direct a new certificate for shares to be

issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate, or his legal representative, to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Transfer of Shares. Upon surrender to the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its stock transfer book for shares of the corporation. Evidence of compliance with state and federal securities laws will be required prior to any transfer of shares.

Section 5. Fixing of Record Date. In order that the corporation may determine the shareholders entitled to notice of, or to vote at, any meeting of shareholders or any adjournment thereof, or to express consent to, or to dissent from, a proposal without a meeting, regarding the allotment of any rights, or for the purpose of any other action, the board of directors may fix, in advance, a date as a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. The stock transfer books of the corporation shall not be closed.

If no record date is fixed:

5.1 The record date for determining the shareholders of record entitled to notice of, or to vote at, a meeting of shareholders shall be at the close of business on the day on which notice is given, or, if no notice is given, at the close of business on the day next preceding the day on which the meeting is held; and

5.2 the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

A determination of shareholders of record entitled to notice or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 6. Exclusive Ownership of Shares. The corporation shall be entitled to recognize the exclusive right of a person registered upon its stock transfer book for shares of the

corporation as the owner of shares for all purposes, including voting, and shall not be bound to recognize any equitable or other claim to interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Florida.

Section 7. Limitation on Transfer of Shares. The holders of the shares of common stock shall enter into an agreement which along with setting out certain duties of the shareholders will restrict the sale, transfer, assignment, pledge, or hypothecation of the shares of the corporation, and the corporation shall become a party to such agreement. The officers and directors of the corporation shall observe and carry out all of the terms and provisions of such agreement and refuse to recognize any sale, transfer, assignment, pledge or hypothecation of any or all of the shares covered by such agreement, unless it shall conform with the provisions and terms of such agreement and the applicable state and federal statutes, provided that a copy of such agreement shall be filed with the secretary of the corporation and be kept available at the principal office of the corporation, and provided further, that notice of such agreement be set forth conspicuously on the face or back of each stock certificate.

ARTICLE VII

INDEMNIFICATION

The corporation shall indemnify, or advance expenses to, to the fullest extent authorized or permitted by the Florida Business Corporation Act, any person made, or threatened to be made, a party to any action, suit or proceeding by reason of the fact that he (i) is or was a director of the corporation; (ii) is or was serving at the request of the corporation as a director of another corporation; (iii) is or was an officer of the corporation, provided that he is or was at the time a director of the corporation; or (iv) is or was serving at the request of the corporation as an officer of another corporation, provided that he is or was at the time a director of the corporation or a director of such other corporation, serving at the request of the corporation. Unless otherwise expressly prohibited by the Florida Business Corporation Act, and except as otherwise provided in the foregoing sentence, the Board of Directors of the corporation shall have the sole and exclusive discretion, on such terms and conditions as it shall determine, to indemnify, or advance expenses to, any person made, or threatened to be made, a party to any action, suit, or proceeding by reason of the fact that he is or was an officer, employee or agent of the corporation, or is or was serving at the request of the corporation as an officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. No person falling within the purview of the foregoing sentence may apply for indemnification or advancement of expenses to any court of competent jurisdiction.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Checks, Drafts and Bank Accounts. All checks, drafts or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may from time to time designate.

Section 2. Fiscal Year. The fiscal year of the corporation shall be fixed from time to time by resolution of the board of directors, but shall end on September 30 of each year if not otherwise fixed by the board.

Section 3. Corporate Seal. The board of directors may adopt a corporate seal for the corporation. The corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Florida." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 4. Corporate Minutes and Stock Transfer Book. The corporation shall keep within or without the State of Florida books and records of account and minutes of the proceedings of its shareholders, board of directors and executive committee, if any. The corporation shall keep at its registered office or at the office of its transfer agent within or without the State of Florida a stock transfer book for shares of the corporation containing the names and addresses of all shareholders, the number, class and series of shares held by each and the dates when they respectively became holders of record thereof. Any of such stock transfer book, books, records or minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 5. Bylaw Governance Not Exclusive. These Bylaws shall govern the internal affairs of the corporation, but only to the extent they are consistent with law and the Articles of Incorporation. Nothing contained in the Bylaws shall, however, prevent the imposition by contract of greater voting, notice or other requirements than those set forth in these Bylaws.

ARTICLE IX

AMENDMENTS

Bylaws. The Bylaws may be amended or repealed, or new Bylaws may be adopted; if: (1) all of the members of the directors, whether present or not in a meeting of the board, approve such action; or (2) holders of at least eighty percent (80%) of the

total issued and outstanding shares of Class A and Class B stock and entitled to vote, whether present or not in a meeting of the shareholders approve such action.

EXHIBIT "C"

**AMENDED AND RESTATED
SHAREHOLDERS' AGREEMENT
OF
SURVIVING CORPORATION**

**AMENDED AND RESTATED
SHAREHOLDERS' AGREEMENT**

THIS AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT (hereinafter referred to as the "Agreement") is made and effective on the 14th day of August, 1996, by and among the individuals and entities named at the end of this Agreement or listed on Exhibit "A" (individually, "Shareholder" and collectively, the "Shareholders"), and West Coast Integrated Health Services, Inc., a corporation organized and existing under the laws of the State of Florida (the "Corporation").

W I T N E S S E T H

WHEREAS, each of the Shareholders was a Shareholder of either the Mease Health Care Physician Hospital Organization, Inc. ("Mease PHO") or the Morton Plant Physician Hospital Organization, Inc. ("Morton PHO") and may be a party to a shareholders agreement with either the Morton PHO or the Mease PHO; and

WHEREAS, the Boards of Directors and Shareholders of Morton PHO and Mease PHO, upon belief that a merger of Morton PHO into the Corporation and a merger of Mease PHO into the Corporation would be advantageous to the Shareholders, employees and participating affiliates of Morton PHO and Mease PHO, have caused Morton PHO and Mease PHO to merge into the Corporation upon the terms and conditions of an Agreement and Plan of Merger by and among Mease PHO, Morton PHO and the Corporation dated the 14th day of August, 1996 (the "Plan of Merger"), and in accordance with the laws of the State of Florida; and

WHEREAS, each of the shareholders' agreements described above indicates that the Agreement may be amended, altered or revoked at any time upon the mutual written agreement of the Corporation and a majority of both the Class A and Class B Shareholders; and

WHEREAS, the Shareholders of the Morton PHO and the Mease PHO have approved amended and restated shareholders' agreements for each entity and such agreements are identical, and the parties have agreed that the Amended and Restated Shareholders' Agreement shall be in the form of one document covering all Shareholders; and

WHEREAS, the Corporation and the Shareholders anticipate that new shareholders may purchase additional shares of the Corporation in the future and desire to bind any new shareholders to the terms and conditions of this Agreement; and

WHEREAS, the Shareholders and the Corporation desire to provide for the repurchase by the Corporation of the Shareholders' shares upon the occurrence of certain events; and

WHEREAS, the Shareholders and the Corporation understand and agree that the Corporation is organized and operated exclusively

for the furtherance of charitable or other tax-exempt purposes including the improvement of health care offered to the community and containing health care costs. All parties hereto shall seek to implement such purpose.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. RECITALS. Each of the foregoing recitals is true and correct and incorporated as though fully set forth herein.

2. ORGANIZATION OF CORPORATION.

2.1 The Corporation has been formed under the laws of the State of Florida pursuant to the terms and provisions set forth in the Articles of Incorporation filed with the Florida Secretary of State. The name of the Corporation is West Coast Integrated Health Services, Inc.

2.2 The Corporation has authorized FIVE THOUSAND (5,000) shares of Class A common stock of \$.01 par value and FIVE THOUSAND (5,000) shares of Class B common stock of \$.01 par value.

2.3 It is intended the Corporation shall issue Class A stock only to individuals who are medical practitioners who will provide medical services through participation as affiliates in the Corporation's integrated health service organization. In the event that an entity comprised of medical practitioners is a Class A Shareholder, the entity shall be issued Class A shares in a number equal to the entity's medical practitioners who are participating affiliates of the Corporation. In the event that an entity Class A Shareholder is issued or otherwise holds shares that in number exceed or are less than the number of the entity's medical practitioners who are participating affiliates of the Corporation, the entity Class A shareholder shall donate the excess number of shares to the Corporation pursuant to the terms applicable to dissolved Class B Shareholders, as set forth in Section 10 hereof, or the Corporation shall issue additional shares of Class A stock to such entity pursuant to terms set forth by the Board of Directors.

2.4 As a result of Section 2.3, each Class A individual shareholder shall be entitled to own only one (1) share of Class A stock of Corporation and if such shareholder owns more than one (1) share the excess shall be donated to the Corporation and deemed cancelled.

2.5 Morton Plant Hospital Association, Inc. and the Trustees of Mease Hospital, Inc. shall own an equal number and percent of the total issued and outstanding shares of Class B stock of Corporation. If one of these Class B Shareholders owns more shares or a larger percent of Class B stock of Corporation than the

other as a result of the mergers described above, the excess shall be donated to the Corporation and deemed cancelled to comply with this Subsection 2.5.

3. REVOCATION OF PRIOR AGREEMENTS. With the exception of any Subscription Agreement and the shareholders agreements of Morton PHO and Mease PHO, which are hereby amended and restated, any and all prior contracts and agreements relating solely or in part to the purchase and sale of the Shareholders' shares of stock in the Corporation are hereby revoked and the provisions of this Agreement alone shall be determinative of the terms and conditions of the purchase and sale of their respective shares in the Corporation.

4. BOARD OF DIRECTORS. The initial Board of Directors has been elected pursuant to the Plan of Merger and shall serve until the first annual meeting of the Shareholders. At the Shareholders' first annual meeting, and each year thereafter, the Board of Directors shall be elected by the Shareholders according to the By-Laws of the Corporation. The Board of Directors or its designee(s) shall direct the management of the Corporation.

5. RESTRICTION OF TRANSFER OF SHARES. No Shareholder shall, at any time during the existence of this Agreement, directly or indirectly, sell, assign, transfer, mortgage, encumber, pledge, or otherwise deal with or dispose of all or any part of the shares of the Corporation now owned and hereafter acquired, with or without consideration, except as provided for herein. Any attempt to sell, assign, transfer, mortgage, encumber, pledge or otherwise deal with or dispose of all or any part of such shares shall be void ab initio and not simply voidable.

6. SEPARATION OF SHAREHOLDERS. If, during such time as this Agreement is in effect, any of the Shareholders desires to terminate his interest in the Corporation for any reason:

6.1. The departing Shareholder shall provide written notice to the Corporation of his intention to relinquish his interest in the Corporation with an effective date no sooner than ninety (90) days from the date of his notice thereof, unless an earlier date is agreed to by the Corporation. The written notice shall be hand delivered or sent by certified mail return receipt requested to the Corporation.

6.2. Upon notice by the Shareholder of his intention to terminate his interest in the Corporation, as described in Section 6.1 above, such Shareholder shall be deemed to have resigned his position as an officer and director of the Corporation, if applicable, and the Corporation shall purchase, and the departing Shareholder shall be under an obligation to sell to the Corporation, all shares owned by the departing Shareholder for the Purchase Price as defined herein and pursuant to the terms set

forth in Section 12 below. The date of the transfer of shares by the departing Shareholder to the Corporation ("the Purchase Date") shall be the effective date set forth in the departing Shareholder's notice, or such other date as agreed upon by the departing Shareholder and the Corporation.

7. PURCHASE OF SHARES UPON TERMINATION OF PARTICIPATING AFFILIATE AGREEMENT. The parties acknowledge that they have entered into a Participating Affiliate Agreement and amendments pursuant to which the Shareholder participates in the Corporation's integrated health service organization. If the Participating Affiliate Agreement between the Corporation and Shareholder is terminated, for any reason by either party, such Shareholder shall be deemed to have resigned his position as an officer and director of the Corporation, if applicable, and the Corporation shall purchase, and the terminated Shareholder shall be under an obligation to sell to the Corporation, all shares owned by the Shareholder for the Purchase Price defined herein, on the effective date of the termination of the Participating Affiliate Agreement, or as soon thereafter as reasonably possible (the "Purchase Date") and pursuant to the terms set forth in Section 12 below.

8. PURCHASE OF SHARES UPON DEATH OF SHAREHOLDER. Upon the death of a Shareholder, the Corporation shall purchase, and the estate of the deceased Shareholder shall be under an obligation to sell all of the shares of the deceased Shareholder in the Corporation, for the Purchase Price defined herein and pursuant to the terms set forth in Section 12 below. If for any reason the Corporation is unable to purchase all or any part of the shares from the decedent's estate because of a limitation or restriction imposed by statute, the articles of incorporation or by-laws, the Corporation and the surviving Shareholders, as soon as possible after the decedent's death, shall take such actions as may be necessary to permit the Corporation to make the purchase. The date of the transfer of the shares to the Corporation (the "Purchase Date") shall be within ninety (90) days following the qualification of the personal representative of the deceased individual Shareholder.

9. PURCHASE OF SHARES UPON PERMANENT DISABILITY OF SHAREHOLDER. If a Shareholder is disabled (as determined by and in the sole discretion of the Board of Directors of the Corporation) for a period of six (6) months, commencing from the date of the disabling event, such Shareholder shall be deemed to have resigned his position as an officer and director of the Corporation, if applicable, and the Corporation shall purchase, and the disabled Shareholder shall be under an obligation to sell to the Corporation, all of his shares for the Purchase Price defined herein on the six (6) month anniversary date of the disabling event (as determined by and in the sole discretion of the Board of Directors of the Corporation), or as soon thereafter as reasonably

possible (the "Purchase Date") and pursuant to the terms set forth Section 12 below.

10. PURCHASE OF SHARES UPON DISSOLUTION OF A CORPORATE SHAREHOLDER.

10.1 In the event of the dissolution of a Shareholder that is a corporation, for whatever reason, the corporate Shareholder shall provide written notice to the Corporation of its dissolution as soon as practicable from the point in time the corporate Shareholder knows of the dissolution, or planned dissolution. The written notice shall be in accordance with Section 25 herein.

10.2 Upon notice by the corporate Shareholder of its dissolution, as described in Section 10.1 above, the Corporation shall purchase, and the corporate Shareholder shall be under an obligation to sell to the Corporation, all shares owned by the corporate Shareholder for the Purchase Price defined herein, and pursuant to the terms set forth in Section 12 below. The date of the transfer of shares by the Shareholder to the Corporation ("Purchase Date") shall be no later than thirty (30) days after the corporate Shareholder notifies the Corporation of its dissolution as provided for in this Section 10.1. above.

11. PURCHASE PRICE. The term "Purchase Price" shall mean the amount of capital contributed by the selling Class A shareholder or Class B shareholder.

12. CLOSING.

12.1. The closing on any transfers of shares as contemplated in this Agreement shall be held on the respective Purchase Date referenced in this Agreement and shall take place at the office of the Corporation or at such other place as the parties agree.

12.2. At the closing, the selling Shareholder, or the representative of such Shareholder, shall deliver to the Corporation such instruments of sale and transfer of the shares as the Corporation shall reasonably request. The parties shall execute and deliver to each other the various documents which shall be required to carry out their undertakings hereunder, and the shares being sold will be appropriately transferred.

12.3. The selling Shareholder, or the representative of such Shareholder, shall affix to any documents or instruments the necessary documentary stamps.

13. SEPARATION OF A CLASS OF SHAREHOLDERS. If during such time as this Agreement is in effect, all of the Shareholders who hold Class A stock or all of the Shareholders who hold Class B

stock simultaneously terminate their interest in the Corporation under the provisions of Section 6, 7, 8, 9, or 10 above, the directors elected by the terminating class of Shareholders shall be deemed to have resigned their positions as officers and directors of the Corporation and such directors shall deliver their resignations as officer and directors at the closing.

14. EFFECT OF NONCOMPLIANCE OR INVOLUNTARY TRANSFER. If any purported or attempted transfer of any of the shares does not comply with the provisions of this Agreement, the purported transferee shall not be deemed to be a Shareholder of the Corporation and shall not be entitled to registration of such transfer on the books of the Corporation. If a Shareholder's stock is transferred by operation of law to any person other than the Corporation (such as, but not limited to, a trustee in bankruptcy, a receiver, a purchaser under any creditor's or judicial sale or a guardian or conservator), the Corporation shall purchase all of the stock so transferred at the price and terms determined in accordance with Sections 11 and 12 of this Agreement. The Corporation shall have a period of ninety (90) days after the date of receipt of notice of such transfer within which to purchase the stock of such Shareholder.

15. ADDITIONAL SHAREHOLDERS. The Corporation and the Shareholders anticipate that additional persons or entities may become Shareholders of the Corporation pursuant to future stock issuance. No common stock or other shares of securities of whatever kind or class shall be authorized, issued, distributed or made available by the Corporation without prior approval of the Board of Directors as provided in the Bylaws, or of any person or persons designated by the Board of Directors to make such approval. Any person or entity who purchases shares of the Corporation after the initial Shareholders have executed this Agreement shall be required to execute an Addendum to this Agreement (the "Addendum") in substantially the form attached hereto as Exhibit B. Such Addendum shall be appended hereto. At the time of such a purchase, the President of the Corporation shall execute the Addendum on behalf of the Corporation and on behalf of all existing Shareholders, and each Shareholder hereby irrevocably appoints the President of the Corporation as such Shareholder's true and lawful attorney and agent, with full power and authority in such Shareholder's name to execute, acknowledge and deliver the Addendum and any other documents which may be required to effect such a purchase, so long as the Addendum, or any other document required to effect the purchase, does not create any materially adverse changes to this Agreement. The execution of the Addendum, as set forth herein, shall have the effect of binding all Shareholders (existing and new) to this Agreement.

16. NON-DISCLOSURE. Each party may, in the course of the relationship established by this Agreement, disclose to the other party, in confidence, non-public information concerning such things

as patient treatment and/or finances, and such party's trade secrets, charges, reimbursement rates, earnings, volume of business, methods, systems, practices, plans and other confidential, commercially valuable, personal secrets, proprietary information (collectively, "Confidential Information"). Each party acknowledges that the disclosing party shall at all times be and remain the owner of all Confidential Information disclosed by such party. During the term of this Agreement, and forever thereafter, the party to which Confidential Information is disclosed shall preserve the confidentiality of any such Confidential Information which such party knows or reasonably should know that the other party deems to be Confidential Information or which such party knows or reasonably knows is not in the best interest of the Corporation or is contrary to law to divulge. During the term of this Agreement and for three (3) years thereafter, neither party shall use any Confidential Information for its own benefit without the other party's express written consent. If this Agreement is terminated, the Affiliate shall return to the Corporation all originals and all copies of any papers, data, records, files, forms or other documents of any kind belonging to or originally provided by the Corporation.

If, at any time, either party ("Compelled Party") becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or otherwise to disclose any of the Confidential Information, such party shall provide the other party ("Nondisclosing Party") with prior written notice pursuant to Section 25 herein of such requirement and Nondisclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that Nondisclosing Party waives compliance with the provisions hereof, the Compelled Party agrees to furnish only that portion of the Confidential Information which Nondisclosing Party's legal counsel determines is legally required to be furnished, and to exercise Compelled Party's best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. In any event, Compelled Party shall not oppose action by Nondisclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

17. ENDORSEMENT ON STOCK CERTIFICATES. Simultaneously with the execution of this Agreement or the Addendum hereto, all the stock certificates of the Corporation subject hereto shall bear the following endorsement on the face of each certificate:

Any sale, assignment, transfer, pledge or other disposition of the shares of stock represented by this certificate is subject to the terms and provisions of a Shareholders' Agreement dated August 14, 1996. A copy of

such Agreement is on file at the office of the Secretary of the Corporation and is available to a shareholder of this Corporation upon request without cost.

The Shares represented by this certificate are not securities, and, accordingly, have not been registered under the Securities Act of 1933, as amended, or any applicable state securities laws.

After such endorsement, the certificates shall be returned to their respective owners who shall be entitled, subject to the terms of this Agreement, to exercise all rights and interests therein. All shares hereafter issued shall bear the same endorsement. Upon the termination of this Agreement, such certificates shall be surrendered to the Corporation and new certificates without the foregoing endorsement be issued in lieu thereof.

18. GOVERNING LAW. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Venue for any action related to this Agreement shall lie in Pinellas County, Florida.

19. AMENDMENT. This Agreement may be amended, altered or revoked at any time only upon the mutual written agreement of the Corporation and the holders of at least a majority of the Class A and at least a majority of the Class B issued and outstanding stock which amendment shall be attached hereto.

20. TERMINATION OF AGREEMENT. This Agreement shall automatically terminate upon the occurrence of any of the following events:

20.1 the bankruptcy, receivership or liquidation of the Corporation; or

20.2 the written agreement of the holders of at least two-thirds (2/3) of the Class A and at least two-thirds (2/3) of the Class B issued and outstanding stock to terminate this Agreement.

21. PARTICIPATING AFFILIATE AGREEMENT. Unless expressly provided herein, nothing contained in this Agreement shall discharge, release, or otherwise change, amend, or alter any rights or duties under the Participating Affiliate Agreement or any addenda thereto, between Morton PHO, Mease PHO, or the Corporation and any Shareholder.

22. RESIGNATION. Upon the happening of an event giving rise to the purchase of the Shareholder's stock by the Corporation pursuant to Section 6, 7, 8, 9, or 10 hereof, the Shareholder whose

shares shall be subject to purchase hereunder will automatically be deemed to have resigned as a director and officer of the Corporation and as a participating affiliate, as the case may be, and such resignation shall be effective without further action by the Corporation or the Shareholder. Each Shareholder hereby confers a power of attorney and proxy upon the other Shareholders and agrees that the other Shareholders shall have the power to perform the acts that may be necessary to reflect that the selling Shareholder is no longer serving as an officer or director of the Corporation. This power of attorney and proxy shall not, if applicable, be affected by the disability or mental incompetence of the selling Shareholder or the lack of information as to whether he is dead or alive.

23. APPLICABLE SECURITIES LAWS. The parties to this Agreement agree that in the event federal and state securities laws apply in connection with the transfer of any shares subject to this Agreement the parties will comply with such laws. In furtherance and not in limitation of the foregoing undertaking, it is understood the transfer or assignment of any shares covered by this Agreement is prohibited and, as a condition precedent to any such transfer or assignment, the Corporation may require the transferor and transferee to submit written undertakings, including without limitation such opinions of counsel as are required to assure the Corporation of compliance with the requirements of this section 22.

24. SPECIFIC PERFORMANCE. The parties to this Agreement agree that damages at law shall be an insufficient remedy to the parties in the event that a Shareholder violates the terms of any section of this Agreement. The Corporation and other parties hereto shall be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provisions of such sections, which injunctive relief shall be in addition to any other rights or remedies available to the Corporation and Shareholders. The violating Shareholder will pay to the remaining Shareholders all costs and expenses incurred by him relating to the enforcement of the terms of this Agreement, including reasonable fees and disbursements of counsel (both at trial and in appellate proceedings).

25. NOTICE. Notices shall be written and personally delivered, effective on delivery, or sent by certified mail, return receipt requested, postage prepaid, effective upon receipt, addressed to the parties at the addresses set forth below, or to any other address specified in writing by such party.

TO: CORPORATION West Coast Integrated Health
 Services, Inc.
 2240 Belleair Road, #215
 Clearwater, FL 34624

with respect to this Agreement; they have had the opportunity to seek advice of independent counsel; and they have been advised that a conflict may exist among the interests of the different Shareholders.

30. HEADINGS. Headings and captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

31. GENDER. The use of any gender herein shall be deemed to be or include the other gender and the neuter gender and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

32. ENTIRE AGREEMENT. This Agreement contains the complete, full and exclusive understanding of the parties with respect to agreements between the Corporation and its shareholders and supersedes any and all other oral or written agreements between the parties hereto with respect to this subject matter.

33. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity, including, but not limited to, patients and their representatives.

34. WAIVERS. The waiver of any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of any party to insist upon strict adherence to any term of this Agreement shall not constitute a waiver by such party to require at some subsequent time strict adherence to such term. Any waiver must be in writing and signed by the person or party against whom charged.

35. AUTHORITY TO CONTRACT. Each party represents and warrants that said party is authorized to enter in this Agreement and to be bound by the terms of it.

36. FURTHER ASSURANCES. Each party agrees to execute and deliver any and all such other and additional instruments and documents and do any and all such other acts and things as may be necessary or expedient to fully effectuate this Agreement and carry out the relationship contemplated hereunder.

37. SUBMISSION TO JURISDICTION. Each of the parties irrevocably and unconditionally (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in the Courts of record of the State of Florida in Pinellas County or the Courts of the United States District Court for the Middle District of Florida; (ii) consents to the jurisdiction of each such Court in any such suit, action or proceeding; (iii) waives any objection which it may have to the

laying of venue of any such suit, action or proceeding in any of such courts; and (iv) agrees that service of any court paper may be effected on such party by any manner as may be provided under applicable laws or court rules in said State.

IN WITNESS WHEREOF, the parties have either set their hands and seals the day and year first above written or had their approvals certified by the Secretaries of Mease PHO and Morton PHO.

CORPORATION:

WEST COAST INTEGRATED HEALTH SERVICES, INC., a Florida corporation

By: _____
Print Name: Farnsworth May, M.D.
Title: President

CLASS B SHAREHOLDERS:

MORTON PLANT HOSPITAL ASSOCIATION, INC., a Florida not-for-profit Corporation

By: _____
Print Name: Frank Murphy
Title: Chief Executive Officer

MEASE HOSPITAL, INC., a Florida not-for-profit Corporation

By: _____
Print Name: Philip Beauchamp
Title: Chief Executive Officer

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Mease Health Care Physician Hospital Organization, Inc.

2. That the foregoing Amended and Restated Shareholders' Agreement was duly adopted on the 14th day of August, 1996, by the holders in interest of at least a majority of the Class A and Class B stock of said corporation in accordance with the Amendment section of the Shareholders' Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary this 14th day of August, 1996.

By: _____
Barbara Hall, M.D., Secretary

STATE OF FLORIDA)
 ss.:
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 14th day of August, 1996, by Barbara Hall, M.D., as Secretary of Mease Health Care Physician Hospital Organization, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

SIGNATURE OF NOTARY

PRINTED NAME OF NOTARY

COMMISSION EXPIRES

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Morton Plant Physician Hospital Organization, Inc.

2. That the foregoing Amended and Restated Shareholders' Agreement, was duly adopted on the 13th day of August, 1996, by the holders in interest of at least a majority of the Class A and Class B stock of said corporation in accordance with the Amendment section of the Shareholders' Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Secretary this 13th day of August, 1996.

By: _____
Farnsworth May, M.D., Secretary

STATE OF FLORIDA)
) ss.:
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 13th day of August, 1996, by Farnsworth May, M.D., as Secretary of Morton Plant Physician Hospital Organization, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

SIGNATURE OF NOTARY

PRINTED NAME OF NOTARY

COMMISSION EXPIRES

EXHIBIT "D"

COMMITTEES

Executive Committee

1. Barbara Hall, M.D.
2. David Hicks, D.O.
3. Peter May, M.D.
4. Jeffrey Sourbeer, M.D.
5. Barbara Eberle

Contracts Committee

1. J. Thomas Goodgame, Jr., M.D., General Surgery, Co-Chairman
2. Cesar Lara, M.D., Family Practice, Co-Chairman
3. Devendra Amin, M.D., Pulmonary Medicine
4. Julian Greengold, M.D., Family Practice
5. Stanley Rosewater, M.D., Obstetrics/Gynecology
6. David Hicks, D.O., Family Practice
7. Steven Schwartz, M.D., Internal Medicine/Nephrology
8. Stephen Jacobs, M.D., Internal Medicine
9. Harvey Levin, M.D., Obstetrics/Gynecology
10. Jeffrey Marks, M.D., Obstetrics/Gynecology
11. Michael Rothberg, M.D., Orthopedic Surgery
12. Gordon Goodman, M.D., Radiology

Ex officio members: Ginger Lay
Barbara Eberle
Steve Harris

Quality Management Committee

1. Mark Michelman, M.D., IM/Hematology-Oncology, Co-Chairman
2. C. Thomas Marinelli, M.D., IM/Pulmonary Medicine, Co-Chairman
3. David Borislow, M.D., Gastroenterology
4. Norman Brodsky, M.D., Oncology/Radiation
5. Gary Dworkin, M.D., Cardiovascular Surgery
6. James Dwyer, M.D., Pediatrics
7. David Hicks, D.O., Family Practice
8. Richard Maza, M.D., Internal Medicine
9. Mark Whiting, M.D., Internal Medicine
10. Barbara Hall, M.D., Radiology
11. Tara Skinner, M.D., Family Practice
12. Shelly Young, M.D., Obstetrics/Gynecology

Ex-officio members: Peggy Bockhop
Barbara Eberle

Credentiaing Committee

1. Barbara Hall, M.D., Radiology - Chairman
2. Raymond Hanson, M.D., Internal Medicine/Cardiology
3. Robert Hoyne, M.D., General Surgery
4. Jonathon Mines, M.D., Ophthalmology/Retinal Disease
5. Scott Klavans, M.D., Urology
6. Joseph Schwartz, M.D., Cardiology
7. Cesar Lara, M.D., Family Practice
8. Jennifer Hayes, D.O., Obstetrics/Gynecology
9. Jody Berner, M.D., Gastroenterology
10. Martin Kornreich, M.D., Orthopedic Surgery
11. Ressa McDonald, M.D., Internal Medicine/Pulmonary

Ex-officio members: Margaret Burns
Barbara Eberle

Operating Committee

1. Thomas Caleca, M.D., Opthamology (Chairman)
2. Mary Hart, M.D., Nuclear Medicine
3. David Berry, M.D., General Vascular Surgery
4. Robert Hoyne, M.D., General Surgery
5. Robert Stein, M.D., Internal Medicine/Pulmonary
6. Chetan Desai, M.D., Gastoenterology
7. Frank Murphy