

P97000108239

MEDICAL INDUSTRIES OF AMERICA

February 10, 1999

VIA UPS OVERNIGHT MAIL

Division of Corporations
Public Access Accounts
409 East Gaines Street
Tallahassee, Florida 32304

RE: Articles of Merger

Dear Sirs or Madam:

Enclosed herewith please find Check # 18199 made payable to the Division of Corporations, Florida Department of State in the amount of \$148.75 which includes the fees for the following: (1) filing the enclosed Articles of Merger and a certified copy of Articles of Merger. Please process this filing at your earliest convenience and return certified copy to the undersigned.

If you any questions with respect to the above, please do not hesitate to contact me.

Thank you for your attention to this matter.

Sincerely,

Nicholas Davis
E/Nicholas Davis, III *rk*

/rk

Enclosure

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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merge
of 2/12/99

ARTICLES OF MERGER
Merger Sheet

MERGING:

YOUR GOOD HEALTH NETWORK, INC., a Florida corporation, P97000000668

INTO

MIOA ACQUISITION COMPANY IV, INC., a Florida corporation, P97000108239

File date: February 11, 1999

Corporate Specialist: Susan Payne

FILED

STATE OF FLORIDA

99 FEB 11 PM 2: 53

ARTICLES OF MERGER

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF

YOUR GOOD HEALTH NETWORK, INC.
a Florida corporation,

INTO

MIOA ACQUISITION COMPANY IV, INC.
a Florida corporation

To the Secretary of State
State of Florida

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), the corporations herein named do hereby adopt the following articles of merger.

1. The Agreement and Plan of Merger effective October 15, 1998 (the "Plan of Merger") by and between 1998 by and among MEDICAL INDUSTRIES OF AMERICA, INC., a Florida corporation or its assigns ("MIOA"), MIOA ACQUISITION COMPANY IV, INC., a Florida corporation (the "Acquisition Corp"), YOUR GOOD HEALTH NETWORK, INC. and its subsidiaries, Florida corporations (collectively hereinafter called the "Company") and DR. DAVID VASTOLA, DANA PUSATERI, DR. MARTIN SANTIAGO, JUAN COCUY, IRMA ESPINOZA, RANDY DAVIS, ELAINE CALLENDRILLO, LYDIA TORREGROSA-GREBER, RICHARD HOFFMAN and ERIC CONN (hereinafter individually referred to as "Shareholder" and collectively referred to as the "Shareholders"), with Company merging with and into Acquisition Corp, has been adopted by the Board of Directors of Acquisition Corp effective October 15, 1998, by the Board of Directors of Company effective October 15, 1998, by MIOA, as the sole shareholder of Acquisition Corp, effective October 15, 1998, and by the Shareholders of Company effective October 15, 1998. A copy of the relevant portions of the Plan of Merger, as required by the provisions of section 607.1101 of the Act, is attached hereto as Exhibit A and made a part hereof.
2. Acquisition Corp shall continue in existence as the surviving corporation in accordance with its Articles of Incorporation.

3. The merger herein provided for shall be effective on October 15, 1998.

Executed as of the 13th day of November, 1998.

MIOA ACQUISITION COMPANY
IV, INC.

By: 
Paul C. Pershes, President and Director

YOUR GOOD HEALTH NETWORK, INC.

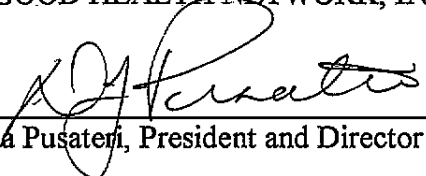
By: 
Dana Pusateri, President and Director

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is effective as of the 15th day of October, 1998 by and among MEDICAL INDUSTRIES OF AMERICA, INC., a Florida corporation or its assigns ("MIOA"), MIOA ACQUISITION COMPANY IV, INC., a Florida corporation (the "Acquisition Corp"), YOUR GOOD HEALTH NETWORK, INC. and its subsidiaries, Florida corporations (collectively hereinafter called the "Company") and DR. DAVID VASTOLA, DANA PUSATERI, DR. MARTIN SANTIAGO, JUAN COCUY, IRMA ESPINOZA, RANDY DAVIS, ELAINE CALLENDRILLO, LYDIA TORREGROSA-GREBER, RICHARD HOFFMAN and ERIC CONN (hereinafter individually referred to as "Shareholder" and collectively referred to as the "Shareholders").

Recitals:

- A. The Company provides pain therapy, physical therapy, occupational therapy, speech therapy and primary care physician practice services (the "Business").
- B. The principal business location of the Company is 525 S.E. 6th Avenue, Suite B, Delray Beach, Florida 33483 (the "Principal Business Location").
- C. The Company also has offices and clinics at the following addresses shown in Exhibit A of the Agreement.
- D. The Shareholders own Eight Hundred Twenty-Nine Thousand Six Hundred Sixty-eight (829,668) common shares, \$.001 par value per share, of the Company capital stock (the "Shareholders' Shares") which constitutes one hundred percent (100%) of the total issued and outstanding common stock of the Company (the "Company Shares").
- E. MIOA presently owns and upon consummation of the Merger will own 100% of all authorized, issued and outstanding stock of MIOA ACQUISITION COMPANY IV, INC. (the "Holding Company") which owns 100% of all authorized, issued and outstanding stock of Acquisition Corp. The Shareholders shall receive (subject to dissenters' rights as described in Section 2.2) in consideration for the merger of the Company into Acquisition Corp shares of MIOA restricted voting common stock, \$.0025 par value per share (hereinafter referred to as the "MIOA Stock" or the "MIOA Shares") in accordance with the terms and conditions hereof.
- F. The Company will, as soon as practicable after the execution of this Agreement and subject to the satisfaction or waiver of the conditions precedent set forth in Articles VII and VIII of this Agreement, file Articles of Merger with the Florida Secretary of State Division of Corporations thereby statutorily merging the Company into Acquisition Corp, (such merger being referred to herein as the "Merger"). The Merger shall be in accordance with this Agreement, the Articles of Merger, the Florida Business Corporation Act (the "Florida Statute").

ARTICLE I. THE MERGER

1.1. **The Merger.** As of the Effective Date (as hereinafter defined) and in accordance with the applicable provisions of the Florida Statute, the Company shall be merged with and into Acquisition Corp, in accordance with the terms and conditions of this Agreement and the articles of merger (hereinafter referred to as the "Articles of Merger"), subject to such changes as to form (but not substance) as may be required by the Florida Statute. The Acquisition Corp shall be the surviving corporation of the Merger (the Acquisition Corp, in such capacity, being hereinafter sometimes referred to as the "Surviving Corporation" or "Surviving Company"). Thereupon, the separate existence of the Company shall cease, and the Acquisition Corp, as the Surviving Corporation, shall continue its corporate existence under the Florida Statute.

1.2. **Filing Articles of Merger.** As soon as practicable after the execution of this Agreement and subject to the satisfaction or waiver of the conditions precedent set forth in Articles VII and VIII of this Agreement, the Acquisition Corp and the Company will execute the Articles of Merger, and shall file or cause to be filed such Articles of Merger with the Secretary of State of Florida. Upon the filing of the Articles of Merger, MIOA will irrevocable instruct its transfer agent to issue and deliver in the manner provided herein certificates evidencing the MIOA Shares to be issued in the Merger.

1.3. **Effect of the Merger.** Upon the effectiveness of the Merger, (a) the Surviving Corporation shall own and possess all assets and property of every kind and description, and every interest therein, wherever located, and all rights, privileges, immunities, powers, franchises and authority of a public as well as of a private nature, of the Acquisition Corp and the Company (the "Constituent Corporations"), and all obligations owed to, belonging to or due to each of the Constituent Corporations, all of which shall be vested in the Surviving Corporation pursuant to Florida Statute without further act or deed, and (b) the Surviving Corporation shall be liable for all claims, liabilities and obligations of the Constituent Corporations, all of which shall become and remain the obligations of the Surviving Corporation pursuant to Florida Statute without further act or deed.

1.4. **Surviving Corporation.** Upon the effectiveness of the Merger, the Articles of Incorporation and Bylaws of the Surviving Corporation shall be identical to those attached hereto as Exhibits C and D, respectively. The directors of the Surviving Corporation initially shall be Dana Pusateri, Paul C. Pershes, and Arthur Kobrin each of who shall continue to be the directors of the Surviving Corporation, subject to the Articles of Incorporation and the Bylaws.

1.5. **Subsequent Actions.** If at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurance or any other actions or things are necessary or desirable to (i) vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either Acquisition Corp or the Company acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or (ii) otherwise to carry out this Agreement, then the officers and directors of the Surviving Corporation shall be authorized to (x) execute and deliver, in the name and on behalf of either the Acquisition Corp or the Company, as the case may be, all such deeds, bills of sale, assignments and assurances and (y) to take and do, in the name of and on behalf of each corporation or otherwise, all such actions and things as may be necessary or desirable, to vest, perfect or confirm

any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

1.6. Status and Conversion of Shares. Upon the Effective Date of the Merger:

(a) Each share certificate representing each outstanding share of Acquisition Corp shall continue to be a share of issued and outstanding Common Stock of the Surviving Corporation and shall be retained by MIOA (the "Acquisition Corp Stock").

(b) The share certificates representing all the Shareholder Shares shall, by virtue of the Merger and without any action on the part of the holder thereof, be deemed canceled and extinguished. In exchange for the merger of the Company into the Acquisition Corp, the Shareholders shall (subject to Section 2.2 Dissenters' Rights) receive the Merger Consideration set forth and defined in Section 2.1 below (the "Merger Consideration").

1.7. Books and Records. On the Closing Date (as hereinafter defined), the Company shall deliver to MIOA all of the stock books, records and minute books of the Company, all financial and accounting books and records of the Company, all tax returns and records of the Company, and all supplier, client, customer, patient (to the extent allowed by law) sales and other business records of the Company.

1.8 Board and Stockholder Approval. This Agreement is subject to, and it is a condition to the consummation of the Merger, that MIOA Board approval, Acquisition Corp Board approval, Acquisition Corp stockholder approval, Company Board approval and Company stockholder approval be obtained.

1.9. Tax Consequences. It is intended that the Merger shall constitute a reorganization within the meaning of Section 368 of the Code, and that this Agreement shall constitute a "plan of reorganization" for purposes of Section 368 of the Code.

ARTICLE II.

MERGER CONSIDERATION, REGISTRATION RIGHTS, CLOSING

2.1. Shareholders' Merger Consideration. In exchange for merging the Company into the Acquisition Corp and canceling and extinguishing the Company Shares in accordance with this Merger Agreement, the Shareholders, as designated and in the amounts set forth on Schedule 2.1, shall receive the following Merger Consideration:

(a) **Purchase Price.** MIOA agrees, subject to the provisions of this Agreement, to pay to the Shareholders Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (hereinafter the "Purchase Price") as set forth below.

(b) **Method of Paying Purchase Price.** Except as provided in Section 2.2 below, the Purchase Price shall be paid in MIOA Shares. For purposes of determining the number of MIOA Shares that a Shareholder will receive, the portion of the Purchase Price allocated to the Shareholder as set forth in Schedule 2.1 shall be divided by \$0.75; the resulting quotient is the number of MIOA Shares that shall be delivered to the Shareholders at the Closing. Cash shall be paid in lieu of fractional shares and any additional MIOA Shares issued hereunder shall be deemed to have been paid as of the Closing Date for purposes of Rule 144 of the Securities Act of 1933.

(c) Price Adjustment.

(i) Price Adjustment. Notwithstanding the foregoing, if during any 20 day trading period beginning on the first anniversary date of the Effective Date and ending on the last day of the 18th month following the Effective Date (hereinafter called the "Lookback Period"), the Fair Market Value of a MIOA Share (defined below) is less than \$0.75, then in such event, MIOA will issue, upon receipt of a "Price Adjustment Request" (as defined below), "Additional Consideration" to the Shareholders, in proportion to their ownership interests as designated in Schedule 2.1 [Dissenting Shareholders (as defined below) and any Company Shareholder who has exercised any buyback rights he may have shall not be entitled to any Additional Consideration]. Such Additional Consideration shall mean additional MIOA Shares determined as follows: The portion of the Purchase Price allocated to a Company Shareholder as set forth in Schedule 2.1 (excluding Dissenting Shareholders and any Company Shareholder who has exercised his buyback) shall be divided by the Fair Market Value of an MIOA Share as established by the parties for the period set forth in the Price Adjustment Request; from the resulting quotient subtract the number of MIOA Shares delivered to the Shareholder at Closing; the resulting remainder is the number of additional MIOA Shares that shall be delivered to the Shareholder. Cash shall be paid in lieu of fractional shares and such additional MIOA Shares shall be deemed to have been paid as of the Closing Date for purposes of Rule 144 of the Securities Act of 1933.

ii. Price Adjustment Request. The term "Price Adjustment Request" shall mean a written notice from Mr. Pusateri or his assigns delivered to MIOA no later than nineteen (19) months following the Effective Date designating the Shareholders who are entitled to Additional Consideration and setting forth with specificity the calculations made in determining such entitlement. Unless contested, MIOA shall deliver to such Shareholders the Additional Consideration within thirty (30) days of the receipt of the Price Adjustment Request. If contested, the parties shall in good faith work toward resolving their differences. If such differences have not been resolved within thirty (30) days from the delivery of the Price Adjustment Request, such matters shall be submitted to binding arbitration with the American Arbitration Association serving Palm Beach County, Florida. The non-prevailing party shall pay all reasonable costs and expenses incurred by the prevailing party in such arbitration.

(d) Fair Market Value of MIOA Shares. The term "Fair Market Value" of an MIOA Share shall be calculated as follows: (1) if the principal market for such stock is a national securities exchange, the 20 day trailing average of the closing prices per share of such stock as reported by such exchange or on a composite tape reflecting transactions on such exchange, (2) if the principal market for such stock is not a national securities exchange and such stock is quoted on The Nasdaq Stock Market ("Nasdaq"), and (i) if actual closing price information is available with respect to such stock, the 20 day trailing average of the closing prices per share of such stock on Nasdaq, or (ii) if such information is not available, the 20 day trailing average of the bid prices per share of such stock on Nasdaq, or (3) if the principal market for such stock is not a national securities exchange and such stock is not quoted on Nasdaq, the 20 day trailing average of the bid prices per share of such stock as reported on the OTC Bulletin Board Service or by National Quotation Bureau, Incorporated or a comparable service; provided, however, that if clauses (1), (2) and (3) of this Section are all inapplicable, or if no trades have been made or no quotes are available for such day, the fair market value of such stock shall be determined as follows: The Shareholders and MIOA shall each appoint an appraiser and the two appraisers appointed shall have fifteen (15) days to appoint a third appraiser. Each of such appraisers shall be engaged in the business of providing appraisals of stock similar to the MIOA

stock. The Shareholders and MIOA shall pay the fee of the appraisers it appoints plus one-half of the third appraiser's fee. Within thirty (30) days following the appointment of the third appraiser, the two originally selected appraisers shall each submit a sealed appraisal to the Shareholders and MIOA. If after the appraisals have been submitted and the Shareholders and MIOA are unable to agree upon an acceptable fair market value within fifteen (15) days, the third appraiser shall select one of the two previously submitted appraisals as the Fair Market Value of an MIOA Share. The selection by the third appraiser shall be final and binding upon the parties. Any delay caused by the appraisal procedures shall cause the closings otherwise contemplated herein to accommodate such delay.

(e) Put Option.

i. Put Option. If at any time within one (1) year of the Closing Date, MIOA experiences a "Funding Event" (as defined below), the Shareholders (excluding the Dissenting Shareholders), in proportion to their ownership percentage as set forth in Schedule 2.1, shall each have the right by delivering to MIOA a "Put Request" (as defined below) to require MIOA to purchase (the "Put Option" or the "Put") their proportionate share of an amount equal to, but not exceeding in the aggregate, Five Hundred Thousand Dollars (\$500,000.00) worth of the MIOA Shares delivered to the Shareholders at Closing. For these purposes, the Put price of an MIOA Share shall be equal to \$0.75 (the "Put Price Per Share").

ii. Funding Event. The term "Funding Event" shall mean the sale by MIOA of its assets and/or a debt or equity raise by MIOA whereby the "Net Available Proceeds" (as defined below) equal or exceed Three Million Dollars (\$3,000,000.00). The term "Net Available Proceeds" shall mean the net proceeds received by MIOA after the payment of costs and expenses incurred in connection with such Funding Event and after the satisfaction of all preexisting rights as set forth in Schedule 2.1(e)ii. In addition, a Funding Event shall be deemed to have occurred in the case of any consolidation or merger of MIOA with or into another corporation or the conveyance of all or substantially all of the assets of MIOA to another corporation. MIOA shall notify the Shareholders in writing within 30 days of the completion of a Funding Event.

iii. Put Request. The term "Put Request" shall mean a written notice from a Company Shareholder delivered to MIOA together with the requisite number of MIOA shares free of all encumbrances, claims or liens except for encumbrances under state or federal securities laws. Such request shall be submitted within thirty (30) days after receiving notice from MIOA of a Funding Event and shall state that MIOA has experienced a Funding Event and shall further state the Put Price that the Company Shareholder is entitled to receive as a result of this provision. Unless contested, MIOA shall pay the Put Price to the Shareholder(s) within thirty (30) days of the receipt of the Put Request. If contested, the parties shall in good faith to resolve their differences. If such differences have not been resolved within thirty (30) days, such matters shall be submitted to binding arbitration with the American Arbitration Association serving Palm Beach County, Florida. The non-prevailing party shall pay all reasonable costs and expenses incurred by the prevailing party in such arbitration. Cash shall be paid in lieu of fractional shares and such additional MIOA Shares shall be deemed to have been paid as of the Closing Date for purposes of Rule 144 of the Securities Act of 1933. If MIOA shall fail to pay the Company Shareholder(s) their Put Price within the time periods set forth herein interest shall accrue on the unpaid amount at the maximum rate allowed by law. This covenant shall survive the Closing of this transaction.

(f) Capital Adjustments Affecting MIOA Shares.

i. The existence of the MIOA Shares or any rights the Shareholders may otherwise have shall not affect in any way the price adjustments set forth herein, the right or power of the Surviving Company or MIOA to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Surviving Company's or MIOA's capital structure or their business, or to undertake any merger or consolidation of the Surviving Company or MIOA or to pay dividends, or to subdivide its outstanding shares into a greater number of shares, combine its outstanding shares into a smaller number of shares, issue any securities, bonds, debentures, or preferred or prior preference stock ahead of or affecting the common stock of the Surviving Company or MIOA, the rights thereof or to effect the dissolution or liquidation of the Surviving Company or MIOA, or any sale or transfer of all or part of their assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

ii. In the event of a stock dividend, recapitalization, merger in which MIOA is the surviving corporation, split-up, combination or exchange of shares or the like which results in a change in the number or kind of shares of common stock which is outstanding immediately prior to such event, the aggregate number and kind of MIOA Shares owned by the Shareholders and the rights of the Shareholders to receive additional MIOA Shares in respect to the Purchase Price shall be appropriately adjusted in the same manner as the number and kind of shares of a shareholder of MIOA who owned the same number and kind of shares immediately prior to such event. Such adjustments shall be made by the Board of Directors of MIOA, whose determination shall be conclusive and binding on all parties.

iii. Except as otherwise expressly provided herein, the issuance of shares of MIOA's capital stock of any class, or securities convertible into shares of capital stock of any class, either in connection with direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of MIOA convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to the number of or price to the MIOA Shares the Shareholders then owns or his rights in respect to additional MIOA Shares.

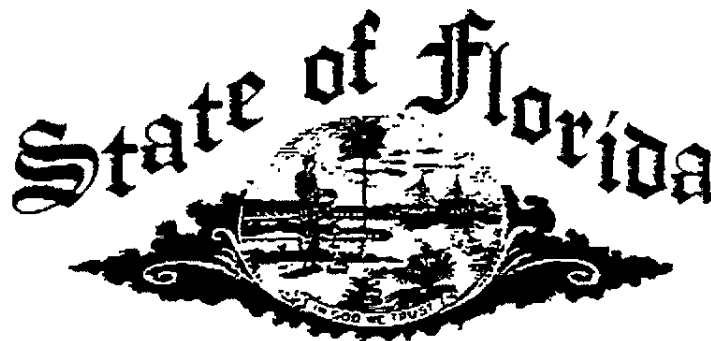
iv. In case of any consolidation or merger of MIOA with or into another corporation or the conveyance of all or substantially all of the assets of MIOA to another corporation or a share exchange transaction, the MIOA Shares shall thereafter be convertible into the number of shares of stock, options or other securities or property to which a holder of the number of shares of common stock deliverable upon entitlement to the MIOA Shares would have been entitled upon such consolidation, merger, conveyance or exchange; and, in any such case, appropriate adjustment shall be made in the application of the provisions herein set forth with respect to the rights and interest thereafter of the holders of rights to receive additional MIOA Shares, to the end that the provisions set forth herein shall thereafter be applicable, as nearly as reasonably may be, in relation to any shares of stock, options or other property thereafter deliverable upon entitlement to the MIOA Shares.

2.2 Dissenting Shares. (a) Notwithstanding the provisions of this Article 2 or any other provision of this Agreement, all outstanding Company Shares held by the Company Shareholders who have not voted in favor of the Merger as evidenced by their failure to execute this Agreement and all other required Transaction Documents and with respect to which dissenter's rights have been properly exercised and notice given to the Company in accordance with the Florida Dissenter's Statutes and which dissenter's rights have not been withdrawn or lost (hereinafter sometimes "Dissenting Shareholder(s)") and sometimes "Company Dissenting

Shares”) shall no longer be entitled to vote or to exercise any other rights as a Company Shareholder and shall only be entitled to payment for their Company Dissenting Shares in accordance with the Florida Dissenter’s Statutes (i.e., Sections 607.1301 et. seq.) (unless such Shareholder timely withdraws its notice of election to dissent or fails to perfect its right to dissent in accordance with the Florida Dissenter’s Statutes).

EXHIBIT C

ARTICLES OF INCORPORATION



Department of State

I certify from the records of this office that MIOA ACQUISITION COMPANY IV, INC., is a corporation organized under the laws of the State of Florida, filed on December 26, 1997.

The document number of this corporation is P97000108239.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1998, that its most recent annual report was filed on April 27, 1998, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirteenth day of August, 1998



CR2EQ22 (2-95)

Sandra B. Williamson
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MIOA ACQUISITION COMPANY IV, INC., a corporation organized under the laws of the State of Florida, filed on December 26, 1997, as shown by the records of this office.

The document number of this corporation is P97000108239.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Thirteenth day of August, 1998



CR2ED22 (2-95)

Sandra B. Harrison

Sandra B. Harrison
Secretary of State

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDAARTICLES OF INCORPORATION
OF

MIOA ACQUISITION COMPANY IV, INC.

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

ARTICLE I. NAME

The name of the corporation shall be:

MIOA ACQUISITION COMPANY IV, INC.

The address of the principal office of this corporation shall be 1903 South Congress Avenue, Suite 400, Boynton Beach, Florida 33426, and the mailing address of the corporation shall be the same.

ARTICLE II. NATURE OF BUSINESS

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

ARTICLE III. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 1,000,000 shares of common stock having \$.01 par value per share.

ARTICLE IV. REGISTERED AGENT

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

ARTICLE V. TERM OF EXISTENCE

This corporation is to exist perpetually.

ARTICLE VI. DIRECTORS

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

Paul Pershes
Dir.

1903 South Congress Avenue, Suite 400
Boynton Beach, Florida 33426

ARTICLE VII. OFFICERS

The name and addresses of the initial officers of the corporation who shall hold office for the first year of the corporation, or until their successors are elected or appointed are:

| | |
|------------------------------|---|
| Paul Pershes Pres. | 1903 South Congress Avenue, Suite 400 Boynton Beach, Florida 33426 |
| Authur Kobrin Sec./Treas. | 1903 South Congress Avenue, Suite 400 Boynton Beach, Florida 34426 |

ARTICLE VIII. INCORPORATOR

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

Corporation Service Company
1201 Rays Street
Tallahassee, Florida 32301

IN WITNESS WHEREOF, the undersigned agent of Corporation Service Company, has hereunto set their hand and seal of Corporation Service Company on December 26, 1997.

CORPORATION SERVICE COMPANY

By: Deborah D. Skipper
It's Agent, Deborah D. Skipper

EXHIBIT D

BYLAWS

BY-LAWS

OF

MIOA ACQUISITION COMPANY IV, INC.

A Florida Corporation

Article I. -- Shareholders

1.1 Annual Meeting: A meeting of shareholders shall be held each year for the election of directors and for the transaction of any other business that may come before the meeting. The time and place of the meeting shall be designated by the Board of Directors.

1.2 Special Meeting: Special meetings of the shareholders, for any purpose or purposes, shall be held when directed by the PRESIDENT, or at the request of the holders of not less than one tenth of all outstanding shares of the corporation entitled to vote at the meeting.

1.3 Place of Meeting: The Board of Directors may designate any place, either within or without the State of Florida, as the place of meeting for any annual or special meeting of the shareholders. If no designation is made, the place of meeting shall be the principal office of the corporation [in the state of Florida].

1.4 Action Without a Meeting: Unless otherwise provided in the articles of incorporation, action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting, without prior notice, and without a vote if the action is taken by the holders of outstanding shares of each voting group entitled to vote on it having not less than the minimum number of votes with respect to each voting group that

would be necessary to authorize or take such action at a meeting at which all voting groups and shares entitled to vote were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving shareholders having the requisite number of votes of each voting group entitled to vote, and delivered to the corporation at its principal office in Florida or its principal place of business, or to the corporate secretary or another office or agent of the corporation having custody of the book in which proceedings of meetings of shareholders are recorded. No written consent shall be effective to take corporate action unless, within 60 days of the date of the earliest dated consent delivered in the manner required by this section, written consents signed by the number of holders required to take action are delivered to the corporation.

Any written consent may be revoked before the date that the corporation receives the required number of consents to authorize the proposed action. No revocation is effective unless in writing and until received by the corporation at its principal office or its principal place of business, or received by the corporate secretary or other office or agency of the corporation having custody of the book in which proceedings of meetings of shareholders are recorded.

Within ten days after obtaining authorization by written consent, notice must be given to those shareholders who have not consented in writing or who are not entitled to vote on the action. The notice shall fairly summarize the material features of the

authorized action and, if the action is one for which dissenters' rights are provided under the articles of incorporation or by law, the notice shall contain a clear statement of the right of shareholders dissenting there from to be paid the fair value of their shares upon compliance with applicable law.

A consent signed as required by this section has the effect of a meeting vote and may be described as such in any document.

Whenever action is taken as provided in this section, the written consent of the shareholders consenting or the written reports of inspectors appointed to tabulate such consents shall be filed with the minutes of proceedings of shareholders.

1.5 Notice of Meeting: Except as provided in F.S. Chapter 607, the Florida Business Corporation Act, written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by first-class mail, by, or at the direction of, the president or the secretary, or the officer or other persons calling the meeting, to each shareholder of record entitled to vote at the meeting. If the notice is mailed at least 30 days before the date of the meeting, it may be effected by a class of United States mail other than first-class. If mailed, the notice shall be effective when mailed, if mailed, postage prepaid and correctly addressed to the shareholder's address shown in the current record of shareholders of the corporation.

When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. At the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given as provided in this section to each shareholder of record on the new record date entitled to vote at such meeting.

1.6 Waiver of Notice of Meeting: 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 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.

1.7 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 corporate action in writing without a meeting, or to demand a special meeting, the board of directors may fix, in advance, a record date, not more than 70 days before the date of the meeting or any other action. A determination of shareholders of record entitled to notice of, or to vote at, a meeting of shareholders shall apply to any adjournment of the meeting unless the board fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

If no prior action is required by the board, the record date for determining shareholders entitled to take action without a meeting is the date the first signed written consent is delivered to the corporation under Section 1.4 of this Article.

1.8 Voting Record: After fixing a record date for a meeting of shareholders, the corporation shall prepare an alphabetical list of the names of all its shareholders entitled to notice of the meeting, arranged by voting group with the address of, and the number, class, and series, if any, of shares held by, each shareholder. The shareholders' list must be available for inspection by any shareholder for a period of ten days before the meeting or such shorter time as exists between the record date and the meeting and continuing through the meeting at the corporation's principal office, at a place identified in the meeting notice in the city where the meeting will be held, or at the office of the corporation's transfer agent or registrar. Any shareholder of the corporation or the

shareholder's agent or attorney is entitled on written demand to inspect the shareholders' list (subject to the requirements of F.S. 607.1602(3)) during regular business hours and at the shareholder's expense, during the period it is available for inspection.

The corporation shall make the shareholders' list available at the meeting of shareholder, and any shareholder or the shareholder's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

1.9 Voting Per Share: Except as otherwise provided in the articles of incorporation or by F.S. 607.0721, each shareholder is entitled to one vote for each outstanding share held by him or her on each matter voted at a shareholders' meeting.

1.10 Voting of Shares: A shareholder may vote at any meeting of shareholders of the corporation, either in person or by proxy.

Shares standing the name of another corporation domestic or foreign, may be voted by the officer, agent, or proxy designated by the by-laws of the corporate shareholder, or in the absence of any applicable by-law, by a person or persons designated by the board of directors of the corporate shareholder. In the absence of any such designation or, in case of conflicting designation by the corporate shareholder, the chairman of the board, the president, any vice president, the secretary, and the treasurer of the corporate shareholder, in that order, shall be presumed to be fully authorized to vote the shares.

Shares held by an administrator, executor, guardian, personal representative, or conservator may be voted by him or her, either in person or by proxy, without a transfer of such shares into his or her name. Shares standing in the name of a trustee may be voted by him or her, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of such shares into his or her name or the name of his or her nominee.

Shares held by or under the control of, a receiver, a trustee in bankruptcy proceedings, or any assignee for the benefit of creditors may be voted by such person without the transfer into his or her name.

If shares stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two or more persons have the same fiduciary relationship respecting the same shares, unless the secretary of the corporation is given notice to the contrary and furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, then acts with respect to voting shall have the following effect: (a) if only one votes, in person or by proxy, that act binds all; (b) if more than one votes, in person or by proxy, 51% out of the majority so voting binds all; (c) if more than one votes, in person or by proxy, but the vote is evenly split on any particular matter, each faction is entitled to vote the share or shares in question proportionally; or (d) if the instrument or order so filed shows that any such tenancy is

held in unequal interest, a majority or a vote evenly split for purposes hereof shall be a majority or a vote evenly split in interest. The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents, or objections and for the purpose of ascertaining the presence of a quorum.

1.11 Proxies: Any shareholder of the corporation, other person entitled to vote on behalf of a shareholder pursuant to E.S. 607.0721, or attorney-in-fact for such persons, may vote the shareholder's shares in person or by proxy. Any shareholder may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by an attorney-in-fact. An executed telegram or cablegram appearing to have been transmitted by such person, or a photographic, photostatic, or equivalent reproduction of an appointment form, shall be deemed a sufficient appointment form.

An appointment of a proxy is effective when received by the secretary of the corporation or such other officer or agent authorized to tabulate votes, and shall be valid for up to 11 months, unless a longer period is expressly provided in the appointment form.

The death or incapacity of the shareholder appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercises authority under the appointment.

An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

1.12 Quorum: Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Except as otherwise provided in the articles of incorporation or by law, a majority of the shares entitled to vote on the matter by each voting group, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders, but in no event shall a quorum consist of less than one third of the shares of each voting group entitled to vote. If less than a majority of outstanding shares entitled to vote are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. After a quorum has been established at any shareholders' meeting, the subsequent withdrawal of shareholders, so as to reduce the number of shares entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

1.13 Manner of Action: If a quorum is present, action on a matter (other than the election of directors) by a voting group is approved if the votes cast within the voting

group favoring the action exceed the votes cast opposing the action, unless a greater or lesser number of affirmative votes is required by the articles of incorporation or by law.

1.14 Voting for Directors: Unless otherwise provided in the articles of incorporation, directors will be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.

1.15 Inspectors of Election: Before each shareholders' meeting, the board of directors or president shall appoint one or more Inspectors of Election. Upon appointment, each inspector shall take and sign an oath faithfully to execute the duties of inspector at the meeting with strict impartiality and to the best of his or her ability. Inspectors shall determine the number of shares outstanding, the number of shares present at the meeting, and whether a quorum is present. The inspectors shall receive votes and ballots and determine all challenges and questions as to the right to vote. The inspectors shall count and tabulate all votes and ballots and determine the results. Inspectors shall perform other duties as are proper to conduct elections of directors and votes on other matters with fairness to all shareholders. Inspectors shall make a certificate of the results of elections of directors and votes on other matters. No inspector shall be a candidate for election as a director of the corporation.

Article 2 -- Board of Directors

2.1 General Powers: Except as provided in the articles of incorporation and by law, all corporate powers shall be exercised by or under the authority of , and the business and affairs of the corporation shall be managed under the direction of, its board of directors.

2.2 Number, Terms, Classification, and Qualification: The board of directors of the corporation shall consist of at least one (1) persons. The number of directors may at any time and from time to time be increased or decreased by action of either the shareholders or the board of directors, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director. A director must be a natural person of at least 18 years of age, but need not be a citizen of the United States of America, a resident of the State of Florida, nor a shareholder of the corporation. Each director shall hold office until a successor has been elected and qualified or until an earlier resignation, removal from office, or death.

2.3 Regular Meetings: An annual regular meeting of the board of directors shall be held without notice immediately after, and at the same place as, the annual meeting of the shareholders and at such other time and place as may be determined by the board of directors. The board may, at any time and from time to time, provide by resolution the time and place, either within or without the State of Florida, for the holding of the annual

regular meeting or additional regular meeting of the board without other notice than the resolution.

2.1 Special Meetings: Special meetings of the board of directors may be called by the chairman of the board, the president, or any two directors.

The person or persons authorized to call special meetings of the board may designate any place, either within or without the State of Florida, as the place for holding any special meeting of the board called by them. If no designation is made, the place of the meeting shall be the principal office of the corporation in Florida.

Notice of any special meeting of the board may be given by any reasonable means, oral or written, and at any reasonable time before the meeting. The reasonableness of notice given in connection with any special meeting of the board shall be determined in light of all pertinent circumstances. It shall be presumed that notice of any special meeting given at least two days before the meeting either orally (by telephone or in person), or by written notice delivered personally or mailed to each director at his or her business or residence address, is reasonable. If mailed, the notice of any special meeting shall be deemed to be delivered on the second day after it is deposited in the United States mail, so addressed, with postage prepaid. If notice is given by telegram, it shall be deemed to be delivered when the telegram is delivered to the telegraph company. Neither the business to be transacted at, nor the purpose or purposes of any special

meeting need to be specified in the notice or in any written waiver of notice of the meeting.

2.5 Waiver of Notice of Meeting: Notice of a meeting of the board of directors need not be given to any director who signs a written waiver of notice before, during, or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of the meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, and the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

2.6 Quorum: A majority of the number of directors fixed by, or in the manner provided in, these by-laws shall constitute a quorum for the transaction of business; provided however, that whenever, for any reason, a vacancy occurs in the board of directors, a quorum shall consist of a majority of the remaining directors until the vacancy has been filled.

2.7 Manner of Action: The act of a majority of the directors present at a meeting at which a quorum is present when the vote is taken shall be the act of the board of directors.

2.8 Presumption of Assent: A director of the corporation who is present at a meeting of the board of directors or a committee of the board when corporate action is taken shall be presumed to have assented to the action taken, unless he or she objects at the beginning of the meeting, or promptly upon arrival, to holding the meeting or

transacting specific business at the meeting, or he or she votes against or abstains from the action taken.

2.9 Action Without a Meeting: Any action required or permitted to be taken at a meeting of the board of directors or a committee of it may be taken without a meeting if a consent in writing, stating the action so taken, is signed by all the directors. Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent signed under this section shall have the effect of a meeting vote and may be described as such in any document.

2.10 Meetings by Means of Conference Telephone Call or Similar Electronic Equipment: Members of the board of directors may participate in a meeting of the board by means of a conference telephone call or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation by such means constitutes presence in person at a meeting.

2.11 Resignation: Any director may resign at any time by giving written notice to the corporation, the board of directors, or its chairman. Resignation of any director shall take effect when the notice is delivered unless the notice specifies a later effective date, in which event board may fill the pending vacancy before the effective date if they provide that the successor does not take office until the effective date.

2.12 Removal: Any director, or the entire board of directors, may be removed at any time, with or without cause, by action of the shareholders, unless the articles of incorporation provide that directors may be removed only for cause. If a director was elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove that director. The notice of the meeting at which a vote is taken to remove a director must state that the purpose or one of the purposes of the meeting is the removal of the director or directors.

2.13 Vacancies: Any vacancy in the board of directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the board of directors, or by the shareholders.

2.14 Compensation: Each director may be paid the expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as a director of a fixed sum for attendance at each meeting of the board of directors or both, as may from time to time be determined by action of the board of directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

Article 3 -- Committees of the Board of Directors

The board of directors, by resolution adopted by a majority of the full board, may designate from among its members an executive committee and one or more other

committees each of which, to the extent provided in the resolution, shall have and may exercise all the authority of the board of directors, except as prohibited by F.S. 607.0825(1).

Each committee must have two or more members who serve at the pleasure of the board. The board of directors, by resolution adopted in accordance with this article, may designate one or more directors as alternate members of any committee, who may act in the place and stead of any absent member or members at any meeting of the committee.

Article 4 -- Officers

4.1 Officers: The officers of the corporation shall be a president, vice president, a secretary, a treasurer and any other officers and assistant officers as may be deemed necessary, and as shall be approved, by the board of directors. Any two or more offices may be held by the same person.

4.2 Appointment and Term of Office: The officers of the corporation shall be appointed annually by the board of directors at the first meeting of the board held after the shareholders' annual meeting. If the appointment of officers does not occur at this meeting, the appointment shall occur as soon thereafter as practicable. Each officer shall hold office until a successor has been duly appointed and qualified, or until an earlier resignation, removal from office, or death.

4.3 Resignation: Any officer of the corporation may resign from his or her respective office or position by delivering notice to the corporation. The resignation is

effective when delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the corporation accepts the future effective date, the board of directors may fill the pending vacancy before the effective date if the board provides that the successor does not take office until the effective date.

4.4 Removal: Any officer of the corporation may be removed from his or her respective office or position at any time, with or without cause, by the board of directors.

4.5 President: The president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, generally supervise and control all of the business and affairs of the corporation, and present at all meetings of the shareholders, the board of directors, and all committees of the board of directors on which he or she may serve. In addition, the president shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors, and as are incident to the offices of president and chief executive officer.

4.6 Vice Presidents: Each vice president shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors.

4.7 Secretary: The secretary shall keep the minutes of the proceedings of the shareholders and of the board of directors in one or more books provided for that

purpose: see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the corporate records and of the seal of the corporation; and keep a register of the post office address of each shareholder of the corporation. In addition, the secretary shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors and as are incident to the office of secretary.

4.8 Treasurer: The treasurer shall have charge and custody of, and be responsible for, all funds and securities of the corporation; receive and give receipts for money due and payable to the corporation from any source whatsoever; and deposit all such money in the name of the corporation in such banks, trust companies or other depositories as shall be used by the corporation. In addition, the treasurer shall possess, and may exercise such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors and as are incident to the office of treasurer.

4.9 Other Officers, Employees, and Agents: Each and every other officer, employee, and agent of the corporation shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him or her by the board of directors, the officer appointing him or her, and such officer or officers who may from time to time be designated by the board to exercise supervisory authority.

4.10 Compensation: The compensation of the officers of the corporation shall be fixed from time to time by the board of directors.

Article 5 -- Certificates of Stock

5.1 Certificates for Shares: The board of directors shall determine whether shares of the corporation shall be uncertificated or certificated. If certificated shares are issued, certificates representing shares in the corporation shall be signed (either manually or by facsimile) by the president or vice president and the secretary or an assistant secretary and may be sealed with the seal of the corporation or a facsimile thereof. A certificate that has been signed by an officer or officers who later ceases to be such officer shall be valid. See SS5.33-5.36 of this manual.

5.2 Transfer of Shares; Ownership of Shares: Transfers of shares of stock of the corporation shall be made only on the stock transfer books of the corporation, and only after the surrender to the corporation of the certificates representing such shares. Except as provided by F.S. 607.0721, the person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes and the corporation shall not be bound to recognize any equitable or other claim to, or interest in, such shares on the part of any other person, whether or not it shall have express or other notice thereof.

5.3 Lost Certificates: The corporation shall issue a new stock certificate in the place of any certificate previously issued if the holder of record of the certificate

(a) makes proof in affidavit form that the certificate has been lost, destroyed, or wrongfully taken; (b) requests the issuance of a new certificate before the corporation has notice that the lost, destroyed, or wrongfully taken certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; (c) at the discretion of the board of directors, gives bond in such form and amount as the corporation may direct, to indemnify the corporation, the transfer agent, and registrar against any claim that may be made on account of the alleged loss, destruction, or theft of a certificate; and (d) satisfies any other reasonable requirements imposed by the corporation.

Article 6 -- Actions With Respect to Securities of Other Corporations

Unless otherwise directed by the board of directors, the president or a designee of the president shall have power to vote and otherwise act on behalf of the corporation, in person or by proxy, at any meeting of shareholders of, or with respect to any action of shareholders of, any other corporation in which this corporation may hold securities and to otherwise exercise any and all rights and powers that the corporation may possess by reason of its ownership of securities in other corporations.

Article 7 -- Amendments

These by-laws may be altered, amended, or repealed, and new by-laws may be adopted, by action of the board of directors, subject to the limitations of P.S.

607.1020(1). The shareholders of the corporation may alter, amend, or repeal these by-laws or adopt new by-laws even though these by-laws may also be amended or repealed by the board of directors.

Article 3 -- Corporate Seal

The board of directors shall provide for a corporate seal which shall be circular and shall have the name of the corporation, the year of its incorporation, and the state of incorporation inscribed on it.

PHYSICAL THERAPY AND REHABILITATION, INC.
CLINIC LOCATIONS

Sebastian Rehab

7955 Bay Street
Sebastian, Florida 32958
561-388-1700
561-388-3759 = Fax

Vero Beach Rehab

9301 North A1A
Vero Beach, Florida 32963
561-388-3911
561-388-3083 = Fax

Vero Beach Rehab

650 12th Street
Vero Beach, Florida 32960
561-978-9750
561-978-9748 = Fax

Stuart Rehab

1989 South Federal Highway, Suite #202
Stuart, Florida 34994
561-781-4430
561-781-4333 = Fax

Palm Beach Gardens Rehab-Prosperity Oaks

11381 Prosperity Farms Road, Second Floor
Palm Beach Gardens, Florida 33410
561-625-8799
561-625-8799 = Fax

North Palm Beach Rehab

824 U.S. Highway One, Suite #270
North Palm Beach, Florida 33408
561-624-4899
561-624-4056 = Fax

Wellington Rehab

13873 Wellington Trace, Suite B-14
Wellington, Florida 33414
561-790-7886
561-790-4427 = Fax

PHYSICAL THERAPY AND REHABILITATION, INC.

-2-

Lake Worth Rehab

7345 Lake Worth Road
Lake Worth, Florida 33467
561-433-8067
561-966-1867 = Fax

Atlantis Rehab

5507 South Congress Avenue, Suite #130
Atlantis, Florida 33462
561-968-2995, Ext. 0
561-968-2229 = Fax

Boynton Beach Rehab

200 Knuth Road, Suite #150
Boynton Beach, Florida 33436
561-739-9795
561-739-9031 = Fax

Delray Beach Rehab - Military Trail

16244 South Military Trail, Suite #710
Delray Beach, Florida 33484
561-499-9020
561-637-3222 = Fax

Delray Beach Rehab - King's Point

7000 West Atlantic Avenue
Delray Beach, Florida 33446
561-638-8553
561-638-8861 = Fax

Boca Raton Northwest Rehab

9980 Central Park Boulevard North, Suite #114
Boca Raton, Florida 33428
561-488-2100
561-488-4242 = Fax

Boca Raton Southwest Rehab

9960 Central Park Boulevard South, Suite #101
Boca Raton, Florida 33428
561-852-8086
561-488-1064 = Fax

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Fort Lauderdale Rehab -Imperial Point

6405 North Federal Highway, Suite #102
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954-772-8596 = Fax

Sunrise Rehab

7754 N.W. 44th Street
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954-572-7308
954-572-9689 = Fax

West Sunrise Rehab

5975 West Sunrise Boulevard, Suite #104
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954-581-4776
954-581-4777 = Fax

Coral Springs Rehab

9800 West Atlantic Boulevard
Coral Springs, Florida 33071
954-973-6050
954-973-4590 = Fax

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525 S.E. 6th Avenue
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561-274-4999
561-274-4942 = Fax