



V18592

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AUTHORIZATION :

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ORDER DATE : September 24, 1997

ORDER TIME : 10:12 AM

ORDER NO. : 541267-005

CUSTOMER NO: 4329325

CUSTOMER: Scott Glazier, Esq
Brant Moore Macdonald & Wells,
P. O. Box 4548

Jacksonville, FL 32201-4548

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DOMESTIC AMENDMENT FILING

NAME: THE TURNING GROUP, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Stephanie Stscherban

EXAMINER'S INITIALS:

FILED
97 SEP 24 PM 1:58
SECRETARY OF STATE
TALLAHASSEE FLORIDA

RECEIVED
97 SEP 24 AM 11:27
DIVISION OF CORPORATION

9/24

Amend.
Name
Change
C.C.

FILED

ARTICLES OF AMENDMENT OF
THE TURING GROUP, INC.

97 SEP 24 PM 1:58

SECRETARY OF STATE
TALLAHASSEE FLORIDA

These Articles of Amendment are filed pursuant to Florida Statute Section 607.1006, to reflect an amendment to the Articles of Incorporation of THE TURING GROUP, INC., and in connection therewith, the undersigned officers, acting upon authority of the Board of Directors of THE TURING GROUP, INC., and upon authority of all of the stockholders of this Corporation, hereby set forth as follows:

1. The name of this Corporation is THE TURING GROUP, INC.

2. The Articles of Incorporation of THE TURING GROUP, INC. have been amended by deleting Article I in its entirety and by substituting in lieu thereof the following Article:

"ARTICLE I - NAME

The name of this Corporation is TEAMS REHABILITATION SYSTEMS, INC."

3. The Articles of Incorporation of THE TURING GROUP, INC. have been amended by deleting Article IV in its entirety and by substituting in lieu thereof the following Article:

"ARTICLE IV - CAPITAL STOCK

A. Authorized Shares. The aggregate number of shares of capital stock authorized to be issued by this Corporation shall be Two Million (2,000,000) shares of common stock with a par value of One Cent (\$.01) per share of which One Million (1,000,000) shares shall be designated as voting common stock and One Million (1,000,000) shares shall be designated as non-voting common stock.

B. Relative Rights and Preferences. The relative rights, privileges and limitations of the voting

common stock and the non-voting common stock shall be in all respects identical, share for share, except that the voting common stock shall entitle the holder thereof to one vote for each share of voting common stock in all matters requiring the vote or approval of the stockholders of the Corporation and the holders of the non-voting common stock shall not have any right or power to vote."

4. The Articles of Incorporation of THE TURING GROUP, INC. have been amended by deleting Article V in its entirety.

5. The Articles of Incorporation of THE TURING GROUP, INC. have been amended by deleting Article IX in its entirety.

6. The Articles of Incorporation of THE TURING GROUP, INC. have been amended by deleting Article XI in its entirety and by substituting in lieu thereof the following Article:

"ARTICLE XI - AMENDMENT

These Articles of Incorporation may be amended, altered, or changed at any time, and from time to time, in the manner now or hereafter prescribed by the applicable Florida Statutes."

7. The Articles of Incorporation of THE TURING GROUP, INC. have been amended by deleting Article XIII in its entirety and by substituting in lieu thereof the following Article:

"ARTICLE XIII - INDEMNIFICATION

(a) The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil or criminal, administrative, or investigative by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees at all trial and appellate levels), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection

with such action, suit, or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful. Determination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees at all trial and appellate levels), actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections (a) or (b) or this Article XIII, or in defense of any claim, issue, or matter therein, such director or officer shall be indemnified against expenses (including attorneys' fees at trial and appellate levels) actually and reasonably incurred by him in connection therewith without the necessity of a determi-

nation that such director or officer met the applicable standard of conduct.

(d) Any indemnification under Sections (a) or (b) of this Article XIII, unless pursuant to a determination by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections (a) or (b) of this Article XIII. Such determination shall initially be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding. If the Board of Directors shall, for any reason, decline to make such a determination, then such determination shall be made by the shareholders by a majority vote of a quorum consisting of shareholders who were not parties to such action, suit, or proceeding; provided, however, that a determination made by the Board of Directors pursuant to this Section may be appealed to the shareholders by the party seeking indemnification or any party entitled to call a special meeting of the shareholders pursuant to the bylaws of this Corporation and, in such case, the determination made by the majority vote of a quorum consisting of shareholders who were not parties to such action, suit, or proceeding shall prevail over a contrary determination of the Board of Directors pursuant to this Section.

(e) Expenses (including attorneys' fees at all trial and appellate levels) incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding upon a preliminary determination following one of the procedures set forth in this Article XIII, that a director or officer met in the applicable standard of conduct set forth in this Article XIII, and upon receipt of an agreement by or on behalf of the director or officer to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article XIII.

(f) The Corporation may make any other or further indemnification, except an indemnification against gross negligence or willful misconduct, under any agreement, vote of shareholders or disinterested directors or otherwise, both as to action in the indemnified party's official capacity and as to action in another capacity while holding such office.

(g) Indemnification as provided in this Article XIII shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(h) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article XIII. In the event that the Corporation elects to purchase and maintain the insurance described hereinabove, such insurance shall be primary and nothing contained in this Article XIII shall be deemed or construed as creating a policy of insurance.

(i) If any expenses or other amounts are paid by way of indemnification, otherwise than by court order or action by the shareholders or by an insurance carrier pursuant to insurance maintained by the Corporation, the Corporation shall report the indemnification or advance in writing to the shareholders with or before the notice of the next meeting of the shareholders or prior to such meeting if the indemnification or advance occurs after the giving of such notice but prior to the time such meeting is held, which report shall specify the persons paid, the amount paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

(j) This Article XIII shall be interpreted to permit indemnification to the fullest extent permitted by law. If any part of this Article shall be found to be invalid or ineffective in any action, suit, or proceeding, the validity and effect of the remaining part thereof shall not be affected. The provisions of this Article XIII shall be applicable to all actions, claims, suits, or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after its adoption.

8. In accordance with Florida Statute Section 607.1003, the referred to amendment was adopted by the Board of Directors on

September 22, 1997, and written consent to the said Amendment was given on September 22, 1997, by all the stockholders comprising the only voting group in accordance with Florida Statute Section 607.0704.

The number of votes cast for the Amendment by the stockholders is sufficient for approval of the Amendment by all voting groups of the Corporation.

9. Upon the filing of these Articles of Amendment by the Department of State, the above referred to amendment shall become effective and the Articles of Incorporation of THE TURING GROUP, INC. shall be deemed to be amended accordingly.

DATED this 22 day of September, 1997.



Amenadav Feinstein
President and Secretary