770747 STEEL HECTOR & DAVIS LLP Requestor's Name 215 SOUTH MONROE ST./SUITE 601 Address TALLAHASSEE 32301 222-2300 City/State/Zip Phone # Office Use Only CONTACT: ELIZABETH CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known): 1. COMMUNITY RESEARCH INITIATIVE OF SOUTH FLORIDA, INC. N3274 (Corporation Name) (Document #) 2. HEALTH CRISIS NETWORK, INC. (Corporation Name) 770747 (Document #) 3. (Corporation Name) (Document #) (Corporation Name) (Document #) Walk in Pick up time 4:00 Certified Copy Mail out ☐ Will wait Photocopy Certificate of Status NEWERIENES AVVIOLUMINA Profit Amendment NonProfit Resignation of R.A., Officer/Director Limited Liability Change of Registered Agent **Domestication** Dissolution/Withdrawal Other Merger ONTHURE BIRINGS RECEISTRATION OUATED (CATHON Annual Report Foreign Fictitious Name Limited Partnership Name Reservation Reinstatement Trademark Other

Examiner's Initials

CR2E031(1/95)

ARTICLES OF MERGER Merger Sheet

MERGING:

COMMUNITY RESEARCH INITIATIVE OF SOUTH FLORIDA, INC., a Florida corporation, N32746

INTO

HEALTH CRISIS NETWORK, INC. which changed its name to COMMUNITY AIDS RESOURCE, INC., a Florida corporation, 770747

File date: July 1, 1998

Corporate Specialist: Velma Shepard

ARTICLES OF MERGER

FILED 98 JUL -1 PM 7:01

These ARTICLES OF MERGER, submitted pursuant to Section 617:17109 Morida Statutes, dated as of June 25th, 1998, provide for the merger of Community Research Initiative of South Florida, Inc., a Florida not-for-profit corporation ("CRI"), with and into Health Crisis Network, Inc., a Florida not-for-profit corporation ("HCN"), which shall be the surviving corporation.

ARTICLE I - PLAN OF MERGER

A copy of the Agreement and Plan of Merger pursuant to which CRI will be merged with and into HCN is attached hereto as Appendix A and incorporated herein by this reference.

<u> ARTICLE II - EFFECTIVE DATE</u>

The merger of CRI with and into HCN shall be effective July 1, 1998 subsequent to the filing of these Articles of Merger, on or before June 30, 1998 with the Secretary of State of the State of Florida.

ARTICLE III - ADOPTION OF PLAN OF MERGER

The Agreement and Plan of Merger was adopted by the Board of Directors of CRI at a meeting on May 18, 1998 pursuant to Section 617.0820 of the Florida Not For Profit Corporation Act and approved by the members of CRI at a meeting on May 18, 1998, pursuant to Section 617.0701 of the Florida Not For Profit Corporation Act.

The Plan of Merger was adopted by the Board of Directors of HCN at a meeting on May 18, 1998, pursuant to Section 617.0820 of the Florida Not For Profit Corporation Act and approved by the members of HCN at a meeting on May 18, 1998 pursuant to Section 617.0701 of the Florida Not For Profit Corporation Act.]

The Articles of Merger may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, these Articles of Merger have been duly executed on behalf of each of CRI and HCN by their duly authorized officers as of the date first above written.

COMMUNITY RESEARCH INITIATIVE OF SOUTH FLORIDA, INC.

Bv

ame: Don Fisher, D.O.

Title: President

HEALTH CRISIS NETWORK, INC.

Bv:

: Betty Alvarez

Title: President

AGREEMENT

AND

PLAN OF MERGER

OF

COMMUNITY RESEARCH INITIATIVE OF SOUTH FLORIDA, INC. (Florida not-for-profit corporation)

AND

HEALTH CRISIS NETWORK, INC. (Florida not-for-profit corporation)

Agreement and Plan of Merger by and between Community Research Initiative of South Florida, Inc., a Florida not-for-profit corporation ("CRI"), and Health Crisis Network, Inc., a Florida not-for-profit corporation ("HCN").

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger (the "Agreement") dated as of June 25, 1998 between Community Research Initiative of South Florida, Inc., a Florida not-for-profit corporation ("CRI") and Health Crisis Network, Inc., a Florida not-for-profit corporation ("HCN").

Recitals

A. CRI and HCN are both not-for-profits corporations which serve Dade county's HIV population.

B.CRI desires to merge with and into HCN on the terms and conditions set forth below.

Agreement

In consideration of the mutual covenants, agreements, representations and warranties set forth in this Agreement, the parties agree as follows:

- 1. Plan of Merger. On the Effective Date (July 1, 1998), in accordance with the Florida Not For Profit Corporation Act and the terms of this Agreement, CRI will be merged with and into HCN (the "Merger"), the separate corporate existence of CRI shall cease, and HCN shall continue its corporate existence under the laws of Florida under a new name, Community AIDS Resource, Inc. ("Surviving Corporation"). The Surviving Corporation shall continue to be organized and operated as a tax-exempt, non-profit corporation pursuant to Chapter 617, Florida Statutes, and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; no part of the assets of the Surviving Corporation shall inure to the benefit of any private individual.
- the Surviving Corporation shall possess all the rights, privileges, power, immunities and franchises, of a public as well as a private nature, of CRI and all property, real, personal, and mixed, and all debts due on whatever account, all other choses in action, and all and every interest of or belonging to or due to CRI shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; the title to any real estate or interest therein, vested by deed or otherwise in CRI, shall not revert or be in any way impaired by reason of the Merger; the Surviving Corporation shall henceforth be responsible and liable for all the liabilities, debts and duties of CRI, which liabilities, debts and duties may be enforced against the Surviving Corporation to the same extent as if such liabilities, debts and duties had been incurred or contracted by it, and any claim existing or action or proceeding pending by or against CRI may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place; and, neither the rights of creditors nor any liens upon the property of CRI shall be impaired by the Merger.
 - (b) Employees. As of the Effective Date, all CRI's employees will become

employees of the Surviving Corporation. Nothing in this Agreement is intended to change the employment status of any at-will employee.

- 2. Effective Date. The Merger shall become effective on July 1, 1998 (the "Effective Date").
- 3. <u>Closing Date</u>. This Agreement and all other instruments required to be executed or delivered in connection with this Agreement shall be executed and delivered (the "Closing") at the offices of Community Research Initiative of South Florida; 1320 S. Dixie Highway; Suite 485; Coral Gables, FL 33146, on or before June 30, 1998.
- 4. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately prior to the Merger shall change it's name to: Community Aids Resource, Inc.
- 5. Representations and Warranties of CRI. CRI represents and warrants to HCN as follows:
- (a) <u>Corporate Status</u>. CRI is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.
- (b) <u>Corporate Authority</u>. CRI has full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement and will deliver to HCN at or prior to the Effective Date certified copies of resolutions of its board of directors and members authorizing execution of this Agreement by its officers and its performance under this Agreement.
- (c) <u>Due Authorization</u>. Execution of this Agreement and performance by CRI under this Agreement has been duly authorized by all requisite corporate action on the part of CRI, and this Agreement constitutes a valid and binding obligation of CRI and performance under this Agreement will not violate any provision of CRI's Articles of Incorporation or Bylaws.
- (d) <u>Financial Statements</u>. (a) Copies of the [unaudited] balance sheets (the "Balance Sheets") of CRI as of March, 1998 and (b) the [related unaudited] statements of income (the "Income Statements") for the 3 months ended March, 1998 (collectively, the "Financial Statements") have been delivered to HCN.

The Financial Statements have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods. The Financial Statements fairly present the financial condition of CRI and the results of its operations as of the dates of the

Financial Statements and throughout the periods covered by the Financial Statements.

- (e) <u>Undisclosed Liabilities</u>. Except as set forth in Schedule 5(e) to this Agreement, CRI does not have any liabilities or obligations, liquidated, unliquidated, accrued, absolute, contingent or otherwise connected with or arising out of its business, except (i) as set forth or reflected in the Financial Statements or (ii) liabilities incurred in the ordinary and usual course of business since the date of the most recent Financial Statements, which are properly reflected on the books and records of CRI and which are not inconsistent with the liabilities incurred in the past or with the other representations, warranties and agreements of CRI set forth in this Agreement.
- (f) <u>Trademarks, Licenses, Etc.</u> Schedule 5(f) to this Agreement sets forth all of the trademarks, trade names, service marks, patents, and copyrights (the "Intellectual Property") used or intended to be acquired or used by CRI. Except as set forth in Schedule 5(f), CRI is the sole and exclusive owner of the Intellectual Property.
- all real property, buildings, offices, warehouses, storage facilities, fixtures, and improvements (the "Facilities") and (b) all equipment, furniture, vehicles, and other tangible personal property of every kind and description (the "Equipment"), owned or leased by CRI or ordered by it before the date of this Agreement in connection with its business and/or otherwise used by CRI. The Facilities are structurally sound, and none of the Facilities or Equipment has any material defects and all of them are in good operating condition and repair and are adequate for the uses to which they are being put; none of the Facilities or Equipment is in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost. CRI is not in breach, violation or default of a lease with respect to or as a result of which the other party has the right to terminate the lease, and CRI has not received a notice of a claim or assertion that it is or may be in breach, violation or default of a lease.
- (h) <u>Title to Assets</u>. Except as set forth in Schedule 5(h) to this Agreement, CRI has, or will have as of the Closing Date, good and marketable title to the Facilities, Equipment and other assets that are owned, or purported to be owned, by it (the "Assets"), free and clear of all mortgages, pledges, liens, encumbrances, security interests, equities, charges, clouds and restrictions of any nature.
- (i) <u>Litigation</u>. Except as set forth on Schedule 5(i) to this Agreement, there is no claim, litigation, investigation, inquiry, action, suit or proceeding, administrative or judicial, pending or, to the knowledge of CRI, threatened against CRI, at law or in equity, before any federal, state, local or foreign court or regulatory agency, or other governmental authority, including, without limitation, an unfair labor practice or grievance proceeding or claim, that could materially adversely affect (i) the ability of CRI to perform its obligations under this Agreement, (ii) the Assets or the condition, financial or otherwise, of CRI, or operation of the business of CRI, or (iii) the consummation of the transactions contemplated by this Agreement.

(j) <u>Labor Relations; Employee Benefit Plans</u>.

- (i) There are no labor complaints pending, or to the knowledge of CRI threatened, between CRI and any of its past or present employees that could have a material adverse effect on the condition, financial or otherwise, operation or prospects of the business of CRI. No employees of CRI are represented by a labor union or other collective bargaining unit, and CRI is not aware of any attempts to become so represented. No key administrative, marketing or technical employee of CRI, whose departure could have a material adverse effect on the business of CRI, has indicated that he or she has a present intention to terminate his or her employment.
- (ii) Except as set forth on Schedule 5(j), there are no employment, option, consulting or other compensation agreements, either written or oral, with any past or present consultant, officer, director or employee of CRI (the "Compensation Agreements").
- (iii) Schedule 5(j) sets forth a list of (i) all "employee welfare benefit plans" as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which non-pension benefits (including, without limitation, severance pay, sick leave, vacations or vacation pay, salary continuation, bonus, incentive compensation, medical insurance or benefits, life insurance or death benefits, travel or accident insurance or benefits, or unemployment benefits) are provided for current or former employees of CRI, their spouses or their beneficiaries (the "Welfare Plans") and (ii) all "employee pension benefit plans" within the meaning of Section 3(2) of ERISA, and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which pension benefits (including without limitation, pensions, retirement income, deferred compensation, or profit sharing) are provided for current or former employees of CRI, their spouses, or their beneficiaries (the "Pension Plans").
- (iv) CRI, and each of the Compensation Agreements, Welfare Plans, and Pension Plans (collectively, the "Plans") are in full compliance with the applicable provisions of ERISA, the Internal Revenue Code of 1986, as amended (the "Code"), and other applicable laws, orders and governmental rules and regulations. Each of the Plans has been maintained in accordance with its terms. CRI is not a member of a group of trades or businesses under common control within the meaning of Section 4001 of ERISA in which any member of the group had, at any time, any obligation to contribute to a Pension Plan subject to Section 412 of the Code or to Title IV of ERISA, including, without limitation, any Multiemployer Plan within the meaning of Section 4001(a)(3) of ERISA.
- (v) All unpaid contributions to the Plans and all payments due under the Plans (except those to be made by a trust qualified under Sections 401(a) and 501(a) of the Code) have been properly accrued and reflected on the Financial Statements. All of the Plans

that are not qualified under Section 401(a) of the Code have all accrued liabilities properly set forth in the Financial Statements.

- (vi) There are no pending or, to the knowledge of CRI, threatened actions, claims or lawsuits that have been asserted or instituted against a Plan, the assets of a Plan or against a Plan sponsor, Plan administrator or a fiduciary of a Plan with respect to the operation of a Plans or the handling of its assets, nor does CRI have knowledge of any facts that could reasonably form the basis for an action, claim or lawsuit. There are no pending investigations by a governmental agency involving a Plan.
- (vii) CRI does not maintain a health or life insurance plan that provides for continuing benefits or coverage for any participant or any spouse, dependent or beneficiary under such Plan after termination of employment, except as may be required under Section 4980B of the Code and regulations thereunder ("COBRA"). CRI is in compliance with the COBRA notice and continuation coverage requirements. [CRI shall maintain a group health care plan in order to retain group health care plan coverage responsibility for all persons for whom a qualifying event, within the meaning of Section 4980B of the Code, takes place on or prior to the Closing Date.]
- (k) <u>Complete Disclosure</u>. This Agreement and all written certificates or statements of CRI furnished to HCN pursuant to the terms of this Agreement, taken as a whole, do not contain an untrue statement of material fact, or omit to state a material fact necessary in order to make the statement in the circumstance under which it was made not misleading. There is no fact, to the knowledge of CRI, that has a material adverse effect, or will have a material adverse effect, on the consolidated financial condition of CRI that has not been set forth in this Agreement, or in the other documents, certificates and statements furnished to HCN by or on behalf of CRI in connection with the transactions contemplated by this Agreement.
- 6. Representations and Warranties of HCN. HCN represents and warrants to CRI as follows:
- (a) <u>Corporate Status</u>. HCN is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.
- (b) <u>Corporate Authority</u>. HCN has full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement and will deliver to CRI at or prior to the Effective Date a certified copy of resolutions of its board of directors and members authorizing execution of this Agreement by its officers and its performance under this Agreement.
 - (c) <u>Due Authorization</u>. Execution of this Agreement and performance by

HCN under this Agreement has been duly authorized by all requisite corporate action on the part of HCN, and this Agreement constitutes a valid and binding obligation of HCN and performance under this Agreement will not violate any provision of HCN's Articles of Incorporation or Bylaws.

(d) <u>Financial Statements</u>. (a) Copies of the [unaudited] balance sheets (the "Balance Sheets") of HCN as of March, 1998 and (b) the [related unaudited] statements of income (the "Income Statements") for the 9 months ended March, 1998 (collectively, the "Financial Statements") have been delivered to CRI.

The Financial Statements have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods. The Financial Statements fairly present the financial condition of HCN and the results of its operations as of the dates of the Financial Statements and throughout the periods covered by the Financial Statements.

- Agreement, HCN does not have any liabilities or obligations, liquidated, unliquidated, accrued, absolute, contingent or otherwise connected with or arising out of its business, except (i) as set forth or reflected in the Financial Statements or (ii) liabilities incurred in the ordinary and usual course of business since the date of the most recent Financial Statements, which are properly reflected on the books and records of HCN and which are not inconsistent with the liabilities incurred in the past or with the other representations, warranties and agreements of HCN set forth in this Agreement.
- (f) <u>Trademarks</u>, <u>Licenses</u>, <u>Etc.</u> Schedule 6(f) to this Agreement sets forth all of the trademarks, trade names, service marks, patents, and copyrights (the "Intellectual Property") used or intended to be acquired or used by HCN. Except as set forth in Schedule 6(f), HCN is the sole and exclusive owner of the Intellectual Property.
- all real property, buildings, offices, warehouses, storage facilities, fixtures, and improvements (the "Facilities") and (b) all equipment, furniture, vehicles, and other tangible personal property of every kind and description (the "Equipment"), owned or leased by HCN or ordered by it before the date of this Agreement in connection with its business and/or otherwise used by HCN. The Facilities are structurally sound, and none of the Facilities or Equipment has any material defects and all of them are in good operating condition and repair and are adequate for the uses to which they are being put; none of the Facilities or Equipment is in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost. HCN is not in breach, violation or default of a lease with respect to or as a result of which the other party has the right to terminate the lease, and HCN has not received a notice of a claim or assertion that it is or may be in breach, violation or default of a lease.
 - (h) <u>Title to Assets</u>. Except as set forth in Schedule 6(h) to this Agreement,

HCN has, or will have as of the Closing Date, good and marketable title to the Facilities, Equipment and other assets that are owned, or purported to be owned, by it (the "Assets"), free and clear of all mortgages, pledges, liens, encumbrances, security interests, equities, charges, clouds and restrictions of any nature.

(i) <u>Litigation</u>. Except as set forth on Schedule 6(i) to this Agreement, there is no claim, litigation, investigation, inquiry, action, suit or proceeding, administrative or judicial, pending or, to the knowledge of HCN, threatened against HCN, at law or in equity, before any federal, state, local or foreign court or regulatory agency, or other governmental authority, including, without limitation, an unfair labor practice or grievance proceedings or claim, that could materially adversely affect (i) the ability of HCN to perform its obligations under this Agreement, (ii) the Assets or the condition, financial or otherwise, of HCN, or operation of the business of HCN, or (iii) the consummation of the transactions contemplated by this Agreement.

(j) <u>Labor Relations; Employee Benefit Plans</u>.

- (i) There are no labor complaints pending, or to the knowledge of HCN threatened, between HCN and any of its past or present employees that could have a material adverse effect on the condition, financial or otherwise, operation or prospects of the business of HCN. No employees of HCN are represented by a labor union or other collective bargaining unit, and HCN is not aware of any attempts to become so represented. No key administrative, marketing or technical employee of HCN, whose departure could have a material adverse effect on the business of HCN, has indicated that he or she has a present intention to terminate his or her employment.
- (ii) Except as set forth on Schedule 6(j), there are no employment, option, consulting or other compensation agreements, either written or oral, with any past or present consultant, officer, director or employee of HCN (the "Compensation Agreements").
- (iii) Schedule 6(j) sets forth a list of (i) all "employee welfare benefit plans" as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which non-pension benefits (including, without limitation, severance pay, sick leave, vacations or vacation pay, salary continuation, bonus, incentive compensation, medical insurance or benefits, life insurance or death benefits, travel or accident insurance or benefits, or unemployment benefits) are provided for current or former employees of HCN, their spouses or their beneficiaries (the "Welfare Plans") and (ii) all "employee pension benefit plans" within the meaning of Section 3(2) of ERISA, and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which pension benefits (including without limitation, pensions, retirement income, deferred compensation, or profit sharing) are provided for current or former employees of HCN, their spouses, or their beneficiaries (the "Pension Plans").

- (iv) HCN, and each of the Compensation Agreements, Welfare Plans, and Pension Plans (collectively, the "Plans") are in full compliance with the applicable provisions of ERISA, the Internal Revenue Code of 1986, as amended (the "Code"), and other applicable laws, orders and governmental rules and regulations. Each of the Plans has been maintained in accordance with its terms. HCN is not a member of a group of trades or businesses under common control within the meaning of Section 4001 of ERISA in which any member of the group had, at any time, any obligation to contribute to a Pension Plan subject to Section 412 of the Code or to Title IV of ERISA, including, without limitation, any Multiemployer Plan within the meaning of Section 4001(a)(3) of ERISA.
- (v) All unpaid contributions to the Plans and all payments due under the Plans (except those to be made by a trust qualified under Sections 401(a) and 501(a) of the Code) have been properly accrued and reflected on the Financial Statements. All of the Plans that are not qualified under Section 401(a) of the Code have all accrued liabilities properly set forth in the Financial Statements.
- (vi) There are no pending or, to the knowledge of HCN, threatened actions, claims or lawsuits that have been asserted or instituted against a Plan, the assets of a Plan or against a Plan sponsor, Plan administrator or a fiduciary of a Plan with respect to the operation of a Plans or the handling of its assets, nor does HCN have knowledge of any facts that could reasonably form the basis for an action, claim or lawsuit. There are no pending investigations by a governmental agency involving a Plan.
- for continuing benefits or coverage for any participant or any spouse, dependent or beneficiary under such Plan after termination of employment, except as may be required under Section 4980B of the Code and regulations thereunder ("COBRA"). HCN is in compliance with the COBRA notice and continuation coverage requirements. [HCN shall maintain a group health care plan in order to retain group health care plan coverage responsibility for all persons for whom a qualifying event, within the meaning of Section 4980B of the Code, takes place on or prior to the Closing Date.]
- statement of HCN furnished to CRI pursuant to the terms of this Agreement, taken as a whole, do not contain an untrue statement of material fact, or omit to state a material fact necessary in order to make the statement in the circumstance under which it was made not misleading. There is no fact, to the knowledge of HCN, that has a material adverse effect, or will have a material adverse effect, on the consolidated financial condition of HCN that has not been set forth in this Agreement, or in the other documents, certificates and statements furnished to CRI by or on behalf of HCN in connection with the transactions contemplated by this Agreement.
 - 7. Entire Agreement. This Agreement and the documents referred to in this

Agreement reflect the entire agreement between the parties and cancel all prior agreements and commitments, verbal or written, between the parties with respect to their subject matter.

- 8. <u>Binding Effect</u>: Assignment. This Agreement and the various rights and obligations arising under or in connection with this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. None of the parties to this Agreement may assign its respective interests without the express written consent of the other parties.
- 9. <u>Headings</u>. The headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting its provisions.
- 10. <u>Expenses of Transaction</u>. CRI shall pay all costs and expenses incurred by it in connection with this Agreement, and the transactions contemplated by this Agreement. HCN shall pay all costs and expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.
- 11. Waiver; Consent. This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than by performance), in whole or in part, except by a writing executed by the parties, and no waiver of any of the provisions or conditions of this Agreement or any of the rights of a party shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented. Except to the extent that a party may have otherwise agreed in writing, no waiver by that party of any condition of this Agreement or any ancillary document or breach by any other party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other obligation or representation by such other party, nor shall any forbearance by any party to seek a remedy for any noncompliance or breach by any other party be deemed to be a waiver by such party of its rights and remedies with respect to such noncompliance or breach.
- 12. <u>No Third-Party Beneficiaries</u>. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties to this Agreement and their shareholders, any rights, remedies or other benefits under or by reason of this Agreement.
- 13. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 14. <u>Number and Gender</u>. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.
 - 15. Severability. With respect to any provision of this Agreement finally determined

by a court of competent jurisdiction to be unenforceable, the parties hereto agree that such court or arbitrator shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by law, and the parties agree to abide by such court's or arbitrator's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

- 16. <u>Attorneys, Fees</u>. If a legal proceeding is brought to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees whether or not the action or proceeding proceeds to final judgment.
- 17. Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the laws (exclusive of laws governing conflict of law questions) of the State of Florida.
- 18. <u>Board Of Directors</u>. The initial board of directors shall consist of 25 directors of which 12 directors will come from CRI and 12 directors will come from HCN, except for 1 director that currently sits on both Boards. HCN agrees to elect 12 directors from CRI, previously chosen by CRI to sit on the merged board of directors, and the one member that currently sits on both boards.
- 19. Officers of the Board. The initial officers of the board shall consist of 8 officers of which 4 will come from HCN and 4 will come from CRI. HCN will elect the President, Vice-President 2, Treasurer, and a fourth member. HCN agrees to elect 4 officers from CRI, previously selected by CRI, in addition to the Executive Director, to fill the positions of Past President, Vice-President 1, Secretary, a fourth member, and the Executive Director.
- **20.** Additional Financial Terms. The parties agree to support the perpetuation of an appropriate operating reserve, and that the general unrestricted operating reserves accumulated by the former CRI shall not be used to defray operating or overhead expenses associated to the former HCN, for a period of 2 years.

The parties have executed this Agreement effective as of the date first above written.

COMMUNITY RESEARCH INITIATIVE OF SOUTH FLORIDA, INC.

HEALTH CRISIS NETWORK

By: Name Den Fiele

Name: Don Fisher, D.O.

Title: President

Name: Betty Alvarez

Title: President

ACKNOWLEDGMENT

STATE OF FLORIDA)	SS:
COUNTY OF DADE)	33.
On this 25 day of June	1998, before me personally appeared cknowledged to me that he is the President
of Community Research Initiative of	South Florida, Inc. (the "Corporation"), a Florida
	executed the foregoing Agreement and Plan of Merger of
the Corporation on behalf of the Corp	
IN WITNESS WHEREOF, I I	nave hereunto set my hand and seal on this day of
JUNE - , 1998.	
	Notary Public
OFFICIAL NOTARY SEAL RUSSELL E CORBETT	My commission expires: \(\(\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\

ACKNOWLEDGMENT

STATE OF FLORIDA)) SS:	
COUNTY OF DADE		
The Marie	ປແມ <u>ຣ</u> , 1998, before me per , who acknowledged to me that she	is the tracsine ~T
of Health Crisis Network (the	e "Corporation"), a Florida not-for-pro ement and Plan of Merger of the Corpo	offit corporation, and mai he
IN WITNESS WHER	REOF, I have hereunto set my hand an	d seal on this <u>25</u> day of
	Notary Public	- Cap

My commission expires: DEL. 14 1998

OFFICIAL NOTARY SEAL RUSSELL E CORBETT C COMMISSION NUMBER

MY COMMISSION EXPIRES DEC. 16,1998

SCHEDULES

5(d)	Financial Statements of CRI
5(e)	Liabilities of CRI
5(f)	Intellectual Property of CRI
5(g)	Facilities and Equipment of CRI
5(h)	Assets of CRI; Absence of Liens
5(i)	Litigation of CRI
5(j)	Labor Relations; Employee Benefit Plans of CRI
6(d)	Financial Statements of HCN
6(e)	Liabilities of HCN
6(f)	Intellectual Property of HCN
6(g)	Facilities and Equipment of HCN
6(h)	Assets of HCN; Absence of Liens
6(i)	Litigation of HCN
6(j)	Labor Relations; Employee Benefit Plans of HCN

Exhibits

4 Articles of Incorporation and Bylaws

Schedule 5(d) Financial Statements of CRI

March Financials.

COMMUNITY RESEARCH INITIATIVE

OF SOUTH FLORIDA, INC.

STATEMENT OF FINANCIAL POSITION

MARCH 31, 1998

ASSETS

CURRENT ASSETS:	
Cash Program funding receivable Prepaid expenses Advance to employees	\$ 512,308 188,785 6,255 250
Total Current Assets	707,598
PROPERTY AND EQUIPMENT,	
Furniture & fixtures Computer & office equipment Lab equipment Leasehold improvement	29,383 114,340 4,698 1,252
Total Property and Equipment	149,673
Less: Accumulated depreciation	(87,253)
Net Property and Equipment	62,420
OTHER ASSETS	
Utility deposits	1,455

TOTAL ASSETS

771,473

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:

Tax-deferred annuity payable Payroll taxes payable	\$ 0 3,621
Total Current Liabilities	3.621
NET ASSETS:	
Unrestricted Temporarily restricted	647,942 119,910
Total Net Assets	767,851
TOTAL LIABILITIES AND NET ASSETS	\$ 771,47 <u>3</u>

See accountants' report.

COMMUNITY RESEARCH INITIATIVE

OF SOUTH FLORIDA, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

FOR THE THREE MONTHS ENDED MARCH 31, 1998

REVENUES:	UNRESTRICTED FUND	TEMPORARILY RESTRICTED FUND	PERMANENTLY RESTRICTED FUND	TOTAL
Study revenue Donations Other fundraising program income Interest income Net assets released from restrictions: Satisfaction of program	\$ 0 20,646 0 4,452	\$ 283,801 0 4,110 0	\$ 0 0 0	\$ 283,801 20,646 4,110 4,452
restrictions Total Revenues	247,638 272,736	(247,638) 40,273	0	313,009
OPERATING EXPENSES: General and administrative expenses	60.504			
Study and program expenses	60,724 193,553	0	0	60,724 193,553
Total Operating Expenses	254,277	0	0	254,277
CHANGES IN NET ASSETS	18,459	40,273	0	58,732
NET ASSETS, BEGINNING OF YEAR	629,483	79,637	0	709.120
NET ASSETS, END OF PERIOD	\$ 647,942	\$ 119,910	\$ 0	<u>\$ 767,851</u>

CRI OF SOUTH FLORIDA, INC.

COMBINED STATEMENT OF REVENUES AND EXPENSES

FOR THE ONE MONTH ENDED AND THREE MONTHS ENDED

MARCH 31, 1998

	Actual	. _X_	Sudgeted	Variance	Actual	<u>x</u>	Budgeted	Variance
REVENUES:								
Industry clinical trials	\$ 39,386	54	£ /F 770					
Ryan White grants	26,181	36			•	70		\$ 80,549
Health foundation grant	0	Û	13,575	12,606	56,092	18	40,726	15,366
Other grants	0	0	4,167	(4,167)	0	0	12,500	(12,500)
Red ribbon ride	0	G.	2,500	(2,500)	10,000	3	7,500	2,500
Development programs	5,330	7	2,083	(2,083)	7,497	2	6,250	1,247
Other:	3,350	•	26,815	(21,485)	17,070	5	80,450	(63,380)
Interest income	1,579	2	a	1,579	4,452	1	s	4,452
Miscellaneous income	190	_0	0	190	190	_0	0	190
Total Revenues	72,666	100	94,860	(22,194)	313,011	100	284,587	28,424
EXPENSES;								
Industry Clinical Trials:								
Direct salary expense	17,099	24	26,489	(9,390)	63,836	20	70 /47	445 4943
Other direct	8,985	12	625	8.360	9,484	_3	79,467	(15,631)
Total Diract	26.084	36	27,114	(1,030)	73,320	23	1,875 81,342	<u>7,609</u> (8,022)
					131050	_==	31,344	(0.485)
Ryan White Grants:								
Direct salary expense	9,221	13	8,892	329	34,198	11	26,674	7,524
Other direct	3,240	4	3,836	(596)	15,008	_5	11,505	3,503
Total Direct	12,461	17	12,725	(267)	49,206	16	38,179	11,027
Health Foundation Grant:	-							
Direct salary expense	12,382	17	3,224	9,158	36,305	12	9,671	26,634
Other direct	2,184	3	602	1,582	3,698	1	1,805	1.893
Total Direct	14,566	20	3,826	10,740	40,003	13	11,476	28,527
Campbell Foundation Grant	1							
Direct salary expense	2,282	3	3,250	(968)	7,077	S	9,750	(2,673)
Other direct	250	_0	958	(708)	375	_0	2,875	(2.500)
Total Direct	2.532	3	4,208	(1.676)	7,452		12,625	(5.173)
Tatul makes makes	_							
Total Other Grants	0	0	0	0	18	Ð	a	18
Total Red Ribbon Ride	0	٥	250	(250)	2,646	1	750	1,8 76
Total Fundraising	7,999	11	12,646	(4,647)	20,835	7	37,936	(17, 101)
Total General and Admin.	21,984	<u>30</u>	34,091	(12,107)	60,722	19	- 102,282	(41,560)
Total Expenses	85,626	<u>118</u>	94,863	(9.237)	254.277	<u>81</u>	284,590	(30,313)
EYFERD INTERPREDATE AT								
EXCESS (DEFICIENCY) OF REVENEUES OVER EXPENSES	\$ (12,960)	<u>(18</u>)	\$ (3)	<u>\$ (12.957)</u>	s 58.734	19	\$ (3)	\$ 58,737

Schedule 5(e) Liabilities of CRI

None other than those incurred in the regular course of business.

Schedule 5(f) Intellectual Property of CRI

None.

Schedule 5(g) Facilities and Equipment of CRI

Inventory List.

		MAVE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
ASSIGNED TO	I I EM	MANA							
ADC									
RECEPTION		į			3	Appl to Local	NIA	N/A	N/A
	HARD DRIVE	DELL	433s/M	2TLZG	8/10/93	GIUNIUSA.			1
	MONITOR	DELL	D1526T-HS	7007063	Jan-93	AK&CPDI35FI	3		1
	KEY BOARD	DELL	SK1000RE	M941101847	N/A	GYUR10SK	N/A	N/A	A/A
	MOUSE	MICROSFT	N/A	365397		N/A		T	N/A
	I. DESK								
	CHAIR								
	PHONE	AT&T	MLS 34D						
CONFERENCE ROOM		-							
	11 TABLES	-							
	39 BASIC CHAIRS								
	Overhead Projector								
	Slide Projector								
	Screen								
WAITING AREA									
	5 chairs								
GENERAL ADM				00,000					
STA 1	HARD DRIVE	ACER	TACAT	A6/9602	P0/C/1	IVPT7134T	100/240	20/60	2A
T	MONITOR	ACEKVIE.	/1341	W1541015100	0/11/0/	X-11598050	N/A	N/A	N/A
	KEY BOARD	ACER	1100	N0340113407	27.17	021010170	v	N/A	125MA
	MOUSE	N/A	M/N: M-528	N/A	N/A	DELLIUTIE	-	CAL	THE STATE OF THE S
The state of the s	1 deskwith return								
and the state of t	CHAIR						-		
	2. Five draw vertical filing cabinets	ts						-	
	PHONE	AT&T	MLS 6						
STA 2	HARD DRIVE	DELL		2TNT1					
	1 desk with return								
	CHAIR							_	
	PHONE	AT&T	1706.0				-	-	

ASSIGNED TO	ITEM	MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
EXECUTIVE DIRECTOR					and the state of t				
	HARD DRIVE	DELL	XPSP90MT	4DXX0	N/A	EZKXPSP90MT N/A	r N/A	N/A	N/A
	MONITOR	DELL	D1528-LS	90627G1172B6	Nov-96	H410M15006	N/A	N/A	N/A
	KEY BOARD	ATIOIR	N/A		N/A	GYUR26SK	N/A	N/A	N/A
	MOUSE	MICROSOFT		1169396,	N/A	CEKAZB1	N/A		4/A
	Desk								
	Office Chair								
	6 side chairs								
	credenza								
	bookshelves								
	36" Round meeting table								
ASST TO EXECUTIVE DIR									
	HARD DRIVE	DELL	MMS	8BDK1	2/5/97	E2KHANNIBA	115	05/09	6.03
	MONITOR	DELL ULTRA	VC7N	305020300	9-May	BEBT956705K	120	20/60	17
	KEY BOARD	DELL	5K-100REW	N/A	N/A	GPUR265K	5		2.75
	MOUSE	DELL	M-534-6MD	LZA65056374	N/A	D2L210472	5	N/A	3
	COLORADO 350	N/A	JT35C	U50X329887	6/26/95	EF2699JTC	5		2
	PRACT.PER.	N/A	PT-79600FXM N/A	N/A	N/A	DUPO220MT	N/A		N/A
	МОДЕМ	ROBOTICS FAX	LR64979	3.0839E+14	N/A	CJE0340	N/A	N/A	4/A
	HARD DRIVE	DELL POWER EDGE		813WGW	1/11/97	E2KRKD	115		9
	MOUSE	N/A	M-534	LZA65060826	N/A	DZL210472	3	N/A	3
	POWER CON.	BACK-UP 600	N/A	B93050461851	N/A	N/A	120	09	N/A
	KEY BOARD	N/A	81751	129416BK4629	N/A	GYUM925K	5	N/A	2.75
-	MONITOR	N/A	TRI43M2TO	3117396	Feb-93	ACJ92512110	120		9
_	MONITOR	DELL	433/L	2TL29	7122/93	E2K486MN	115	05/09	9
	KEY BOARD	DELL	26756	M930405866D	N/A	GYUROSSK	.5		2.75
	KEY BOARD	MITSUBISHI	KPQ-E992C-1	KPGEA42A		CMYPQ6987			
-	PRINTER	HP LASERJET	-	USTCO483113	Scp-93	Sep-93 89462001A			
	Desk								
	2 office chairs								
	4 Five draw filing cabinets								
	Fixed bookshelves								
	telephone								
			•						
					,				

ASSIGNED TO	ITEM	MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
BUSINESS OFFICE									
	HARD DRIVE	DELL	466DM	40RCX	1/18/95	N/A	115/230	05/09	6.0/3.0A
	MONITOR	DELL	D1526T-HS	7007231	Dec-94	AKBCP0155FI	120V	20/60	1.8A
	KEY BOARD	SIIG WINTOUCH	KB1927	J22C6000291		FK35IIGSKB10 N/A	N/A	N/A	N/A
	MOUSE	DELL	N/A	LC2541034322		,N/A		N/A	
	FAX MODEM	HAYES ACCURA	M/N 5120AM	AO3L512CK116	N/A	BFJUSA-20375	N/A	N/A	N/A
	Desk with return								
	1 five draw lateral filing cabinet								
	1 office chair								
DEVELOPMENT ASSOC	-			:					
	HARD DRIVE		466/MN	40RCY	1/18/95	E2K486MN	115/230	05/09	6.0/3.0A
			DESKJET340	34K9					-
	MONITOR	DELL	D1526THS 7012569	7012569	Dec-94	F1	100/120	09/05	1.8A
	KEY BOARD		SK=100RE	M941172949-1U	N/A	GYURIOSK	Ś	N/A	275MA
and the second s		DELL	M/N M-528	N/A	N/A	D2L210513	5	N/A	1.5MA
	2 DESKS								-
	2 office chairs			_					
	1 five shelf book case			,					
	1 five draw lateral file cabinet	et							
	1 portable HP Desk jet printer	ter							,
	Telephone								
				-					
DEVELOPMENT DIR			The States						
	HARD DRIVE	DELL	433/L	ЗНКОР	4		115/230	60/50	5.0/2.5A
	MONITOR	DELL	P14284	M454107893	N/A	BGBSD4541C	110/120	20/60	1.6A
	KEY BOARD	ATIOIR	P/N 26786	M9311-035036	,	GYUROSKK,	5	N/A	N/A
	MOUSE	DELL	M/N MSF 14/2 LT243000081	LT243000081	N/A	D2LMSF142	5	N/A	125MA
	il desk with return								
	2 CHAIRS								
	I five draw lateral file cabinet								
	1 five shelf book case								
	Telephone								
	36" round meeting table								
							!		

CE SERVICE	THEM	MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
ASSIGNED TO	TAIGITT								
RESEARCH ADMIN			, (A CHAIN	101/05	FOKARRAN	115030	60/50	6.0/3.0A
	HARD DRIVE	DELL	466/MN	4UKCW		* TOO ON THE FEET	0011001	07/05	1 8 4
And the second s	MONITOR	DELL	9526T-HS	7005266	74	AK&CPDISSE	100/170	2000	1.00
	KEY BOARD	ATIOIR	P/N 26756	M9304-069325		GYOROSSK	5	V.A	N/A
	MOUSE	DELL	M/N MSF 14/2 LT243000014	LT243000014	N/A	02LMSF142	5	N/A	125MA
	Telephone								
	2 DESKS								
	2 CHAIRS								
	2 five draw lateral file cabinets	nets		j					
	I five shelf book case							:	
RESEARCH CLINC MGR			i			1/07/2001	000311	20150	5 00 54
	HARD DRIVE	DELL	433/L	2XNIL	8/26/93	EZK486L ARFKDMI466	100/120	09	1.5
	MONITOR	IDELL	VCS	302D2234(V)	N/A	FSXSRSBTC53 N/A	N/A	Y.X	N/A
	KEY BOARD	BICPROF.	610-33	N403003742	N/A	DOI MSF147	2	N/A	125MA
	MOUSE	DELL	M/N MSF 14/	M/N MSF 14/2 L1243000099	IWA	יייייייייייייייייייייייייייייייייייייי	,		
	DESK								
	CHAIR			+				-	
	I five draw horizontal file cabinet	-							
	Telephone				E				
RESEARACH CLINIC DIR			1						
	DESK							<u> </u> 	
	CHAIR					-		+	
	2 five shelf book cases	-							
Andrew Company of the	Telephone							- -	
LAB								+	
	1 incubator	c 8-4				-			
	-70 FRIDGE							-	
The state of the s	3 fixed centrifuges								
and the same of th	OPTHAL MASCOPE								
	Faxcount machine							-	-
	1 swing bucket							-	
	1 five shelf book case						_		
	I five draw lateral file cabinet							+	
	Telephone							-	-
	2 refrigerators	-				-	-	-	
	opthalmascope - portable						_		

Scale Scale I lamp I lamp I wall unit opthal I wall unit opthal I wall unit Bkit I wal				~	_			
	tble							
	I wall unit opthalmascopes							
1 IV pole 1 typing tr	it BP kit							
I typing to								
I water cc	table							
	ooler			-				
Exam Rm - 2		- Include						
l lamp								
; I exam tal	ible							
I wall uni	1 wall unit opthalmascopes							
I wall unit BP kit	ì			-				
1 IV pole								
l	table							
The state of the s	-							
CLINCIAL COORD'S						-		
STAT 1	-							
1 desk								-
1 chair						-		
2 five she	if book cases							
1 five dra	1 five draw filing cabinet			-				
1 Fax Machine	achine							
1 Hard Drive	hrive		433.L	2W4GB	81093.00	E2K486L		
Monitor			VC5	,302B2305	Jan-93	ARFKDM1466 100-200	100-200 60	
Keyboard	ard		AT101R	26756		GYUROSSK	5	275
Mouse								
I telephone								
	-							-
Christiane 1 desk								
1 office chair	e chair							
1 four dra	I four draw filing cabinet							
2 five she	2 five shelf book cases							
1 telephone	າກຕ						_	_
ASSIGNED TO	ITEM	MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z AMPS
STAT 3								

Ray	1 desk		T. 112						
	1 office chair								
	1 four draw filing cabinet								
	2 five shelf book cases								:
	1 telephone								
STAT 4									
Dino	1 desk								
- 1	1 office chair								
	1 four draw filing cabinet								
	2 five shelf book cases			-					
	1 telephone			-		-			
STAT -5		***						ļ Ļ	
Blank	l desk								
	1 office chair			•					
	1 four draw filing cabinet						4	 	
	2 five shelf book cases					•		-	
	1 telephone	-							
Clinical Other									
	6 five shelf book cases								
Kitchen									
	1 refrigerator								
	I table								
	3 chairs			1					
Hall Way									
	4 five draw lateral file Cabinets								
	1 laptop computers		· .						
	I laptop computer	7						ļ	
COPY ROOM									
	PRINTER	HP	LASER JET 4	JPGL111235	Jul-95	894C203779	120	09/05	7.8
200	COPIER		į	C7217	N/A	VC214672	115	٠. :	1.2
	FAX		MFC4550	D73627187	N/A		120V	09	4.5
And the state of t	Postage meter	OWES		5458291	N/A		120		0.4
	PAPER SHREDDER	FELLOWS		5458291					
	PHONE	LUCENT	18D						
	I storage cabinet								

				CIA ELECTION	MAKANI DATE				,
OT UTINOTODY	ITEM	MAKE	MODEL	SEKIAL NO.	MAN. DATE			1	
Appleited 10				i					
MOOD DOOM						***************************************	2707 1300012.	Г	
VOLUMI EEN NOOM		Yad	1/227	2TNT3	7/23/93	E2K486L	05/2307 60/20		
	HAIQU DRIVE	יייייי	3000			YUNINA	05/09 12061/001	A 5 0/0 5 A	
	MONTEOD	DELL		302B230507	Jan-93	AKFADIYI	100/1204	Т	
	MOINION		7000	1000010000		GVIIROSSK	5V X/A	275MA	
	VEVROARD	ATIOIR	P/N: 26/36	M9504-009102		1		T	
	NET DOMEST		0000	VI/A		DZI 21D472	15V N/A	•	
	MOHSE	DELL	W/W M-528-0 W/W	N/A	UAI				
	700011	COLLEGE COL	000000	1324177551	N/A	Y/N			ı
	TYPEWRITER	IBKOI HEK	חביםעה	1,01,10,1					
		I Tourdon Dankard		1861574					
	Scanner	newica i accord	Common						
	Lotoma onlyingt								
	1 Stotage capitret								
	Scanner						-		
									į
	Modem		-						
	Telephone	17							
	Londing								

ASSIGNED TO	ITEM	MAKE	MODEL	SERIAL NO	MAN DATE	27.000	1013		
BSO	FAX MACHINE		INTEL 1 IFA VO 1251190047	1351180047	TWO WITH	r.c. 1.D.	AUL S	7-H (
	COPY MACHINE	N/A	DC4086	37000072	N/A	N/A	N/A	NA	N/A
	FAX	BROTHER	8050	85400640	VIV	CITEBYI 100 CA	$\overline{}$	V.V.	N/A
	Lab Stool			91.000.00	UNI	4574 VU00000		8	4.5
	Kitchen Refrigerator			1					
BSO CLIN	INCUBATOR								
	-70 FREEZER	Harris	U18F307184UF						
	PORTABLE EKG	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1							
	Centerfuge	SmithKline							
	Centerfuge	IEC I			,				
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Centerfuge	Metpath						-	
	1-PORTABLE OPTHAMASCOPE	 			1				
	SCALE		: :-				-		
All Control	MEDICINE FRIDGE						-		
Tanisha's Desk	HARD DRIVE	Dell	N/A	90627SOLV186	N/A	H41CM15006	N/A	N/A	N/A
	MONITOR	Dell	N/A	90627SOLV186	-	H41CM15006	A/A	N/N	N/A
	KEYBOARD	Dell	000REW	N/A		GYUROKSK	N/A	<u> </u>	MA
	MOUSE	Dell	1 -	491847	N/A	CAKKANDA	11/4	4114	W/AI
	2 Chairs					Calching	W.A	IN/A	N/A
	Telephone	AT&T							
	Desk		-					- -	
	Swivel Chaira								
	PRINTER	开	N/A	LISKB022184	N/A	B94C3916A	N/A	NIA	NIA
Carol's Desk	HARD DRIVE	Deli		N/A		99	N/A	V/N	A/N
-	MONITOR	Dell	VI528UBP	N/A	4		N/A	A/N	N/A
	KEYBOARD	Dell	N/A	SK100RE	!	[N/A	N/A	N/A
	MOUSE	Dell	MS28-6MD	N/A			N/A	N/A	W/W
	Desk								UAL
	Swivel Chaira								
	2 Book Shelves				-				
	1-Two Draw File Cabinet								
	2 Chairs								
	1-Four Draw File Cabinet								
	Telephone	AT&T							
	PRINTER		N/A	USFB015943	N/A	B94C3150A	NA	N/A	N/A

Station #1					MAN DATE	21.00	WOLTEN III	***
	Desk					, CC 1.D.	Z-II CITOA	AMILS
	2- Five Shelf Bookcases							
	1-Cuival Chair	Olak.	0001					
	1-Swivel Citals	2005	1700					
	Felephone	AT&T	706					
	1 Chair							
Station #1A	2-Four Draw File Cabinets	Hon	2000					
	I microwave oven	JC Penny	59100030					
	Paper Shredder	Fellowes	PS75					
Station #2								
	Desk		-					
	1-Four Draw file Cabinet	 						-
	2-Five Shelf Book Cases						1	
	1 Chair							
	Telephone	AT&T	706					
	1 Swivel Chair	Globe	1200				-	
Station #3	Desk							
	1-Four Draw File Cabinet	Hon	2000					+
	Swivel Chair	Globe	1200				***************************************	
	2-Five Shelf Book Cases							
	Telephone	AT&T	706					
	1-Two Shelf Bookcase							
	Copy Machine	Mita	DC4086	54344				
	Fax Machine	Brother		1251100012			-	
, T. J. T. J. T. J. T.	Chair	to locate		1321189947				
Station #4	Dock							
	Studyel Chair	100	9001					
	Chois	CIOOE	1700					
	Chair						_	
	1-rour Draw IIIe Capiner	Hon	2000				ud-3%-	
	2-Five Shelf Book Cases							
	Telephone	AT&T	706					
Exam Room #1	1-Five Shelf Bookease							
	1 Exam Table						-	-
	Chair							
	Blood Pressure Machine		Standard					
	Otoscope	Welch Allyn						
Exam Room #2	Desk							
	Exam Table	ABCO						
	Large Cabinet							
	Blood Pressure Machine	Welch Allyn	Standard					

	Otoscope			
Volunteer Room				
	2 Swivel Chairs	, ,		
	Lg 2 Door Cabinet			
	2 chairs			

10of11

WPPB Trex Anchine Boolear NAFASSORUI L73764663 1 DESISS ATEAT ARTAT ARTAT<	ASSIGNED TO		MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	YOLTS H-Z	2 AMPS
Telephone	WPB		Brother	MFL4550PLU	L73764063				
3-DESKS Preumatic #1217 3 Green Waiting Rm Chairs Preumatic #1217 1 Bookshelve Fellowes Pwershre PS75 Paper Siredder Fellowes Pwershre PS75 table top copy machine Cannon121202 Lasserjet5 two horizonyal 5-draw filing cabinets HP Lasserjet5 two horizonyal 5-draw filing cabinets Dell Ultrascan Monitor Dell Optificx4334 Locking Medicine Cab Welch Allyn #20000 wall BP unit Welch Allyn #20000 wall BP unit Morlor #20000 centrifudge Nall Health Labs 611B 1-Bookshelf unit Scale Scale Bp Cuff Baumanometer #33 Centrifudge Nall Health Labs 611B Lebokshelf unit Scale Scale Evam Table Ecter Cantrifuge CoMPONENTS FOR CENTRIFUGE Swing Bucket Centrifuge CoMPONENTS FOR CENTRIFUGE Swing Bucket Centrifuge CoMPONENTS FOR CENTRIFUGE Swing			AT&T	MLX					
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		Wall Phone		•					

Schedule 5(h) Assets of CRI; Absence of Liens

None, as per search report.



CSC - TALLAHASSEE 1201 HAYS STREET TALLAHASSEE FL 32301

800-342-8086 850-222-0393 FAX

SEARCH REPORT

DATE: May 5, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ

SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-005

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: COMMUNITY RESEARCH INITIATIVE OF SOUTH

FLORIDA, INC.

As requested, a search has been performed in the following jurisdiction(s) looking for the indices listed below for the above named debtor.

Jurisdiction: FL - STATE OF FLORIDA

Updated From:

Thru Date: APRIL 29, 1998

UCC Filings: CLEAR

Jurisdiction: FL - STATE OF FLORIDA

Updated From:

Thru Date: APRIL 30, 1998

Federal Tax Liens: CLEAR

Please note the responsibility for verification of the files and determination of the information therein lies with the Filing officer; we accept no liability for errors or omissions.

If there are any questions, please call: Andrea C. Mabry/rar



CSC - TALLAHASSEE 1201 HAYS STREET TALLAHASSEE FL 32301

· 800-342-8086 850-222-0393 FAX

SEARCH REPORT_

DATE: May 6, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ

SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-005

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: COMMUNITY RESEARCH INITIATIVE OF SOUTH

FLORIDA, INC.

As requested, a search has been performed in the following jurisdiction(s) looking for the indices listed below for the above named debtor.

Jurisdiction: FL - DADE COUNTY CIRCUIT COURT

Updated From:

Thru Date: APRIL 17, 1998

UCC Filings: CLEAR

Jurisdiction: FL - DADE COUNTY CIRCUIT COURT

Updated From:

Thru Date: APRIL 17, 1998

State Tax Liens: CLEAR

Jurisdiction: FL - DADE COUNTY CIRCUIT COURT

Updated From:

Thru Date: APRIL 17, 1998

Federal Tax Liens: CLEAR

Jurisdiction: "FL - DADE COUNTY CIRCUIT COURT

Updated From:

Thru Date: APRIL 26, 1998

Judgments: CLEAR

Please note the responsibility for verification of the files and determination of the information therein lies with the Filing officer; we accept no liability for errors or omissions.

If there are any questions, please call: Andrea C. Mabry/rar

Schedule 5(i) Litigation of CRI

None, as per search report.



CSC - TALLAHASSEE 1201 HAYS STREET TALLAHASSEE FL 32301

800-342-8086 850-222-0393 FAX

SEARCH REPORT

DATE: May 6, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ

SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-005

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: COMMUNITY RESEARCH INITIATIVE OF SOUTH

FLORIDA, INC.

As requested, a search has been performed in the following jurisdiction(s), looking for outstanding judgments and pending suits filed against the above named debtor.

Jurisdiction: FL - DADE COUNTY

Updated From:

Thru Date: April 26, 1998

Judgments: CLEAR

Jurisdiction: FL - DADE COUNTY

Updated From:

Thru Date: Aril 26, 1998

Number of Years: 10 Pending Suits: CLEAR

Please note the responsibility for verification of the files and determination of the information therein lies with the Filing Officer; we accept no liability for errors or omissions.

If there are any questions, please call: Andrea C. Mabry/rar

Schedule 5(j) Labor Relations; Employee Benefit Plans of CRI

Employee Benefits attached, including Vacation/Sick Liabilities.

Regarding CRI's pension plan: form 5500 has not been filed as it is not due until July 98.

Consulting Agreements attached.



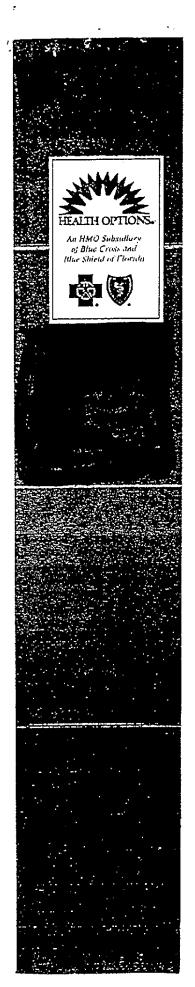
Community Research Initiative of South Florida, Inc.

1320 South Dixie Highway ■ Suite 485 ■ Coral Gables, Florida 33146 (305) 667-9296 **T** Fax: (305) 667-8686

Community Research Initiative of South Florida

Benefit Summary

Insurance-Type	Carrier	Description
Medical Insurance	Health Options - Blue Cross/Blue Shield	Health Options - HMO Provided for employees, with CRI paying premium for employees only.
Life Insurance	Principal Mutual Life Insurance Company	All full time or 30 hrs. per week employees covered for \$20,000 Life Insurance. CRI pays premium for all staff persons.
Long Term Disability Insurance	Unum Life Insurance Company	After 90 days elimination period, Plan pays 60% of basic monthly earnings not to exceed the maximum monthly benefit, less other income benefits. (Maximum monthly benefit is \$5,000). CRI pays premium for all staff persons.
401(a) Profit-Sharing Plan	Mutual of America	All Employees, minimum age (21 yrs), having worked for CRI-SFL for one (1) year inclusive of 1,000 hrs., are eligible for this program. Employer contributes % based on employee salary by BOD resolution (s). BOD elects contribution amount (%) of employee's annual salary to the plan in the employee's name.
403(b) Tax Deferred Annuity	Mutual of America	Voluntary retirement savings plan for all employees regardless of status or tenure.



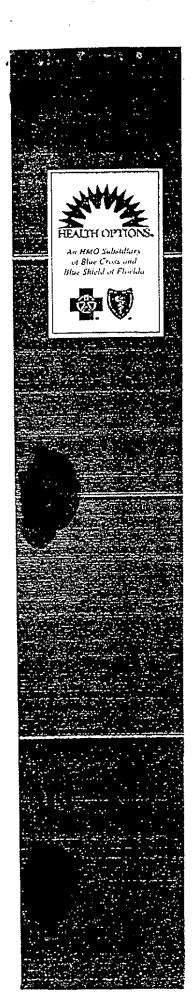
SCHEDULE OF BENEFITS - HMO OPTION 1

received from or arranged by your HOI-Primary Care Physician.

Care must be received from or arranged by your HUI	-rimary Care rayments
BENEFITS	COST TO YOU
Outpatient Office Services	
For Medical Consultation and Treatment:	
 Primary Care Physician office visits 	\$5.00 Copay Por Visit
 Participating Specialist office visits 	\$5.00 Copay Per Visit
These Office Services May Include:	
Pediatric and well baby care	No Additional Copay
 Periodic health evaluation & immunizations 	No Additional Copay
 X-ray, laboratory, other diagnostic services 	No Additional Copay
Health Education	No Additional Copay
 Professional counseling (family planning, nutritional and medical social services) 	No Additional Copay
Short term physical, occupational and speech	No Additional Copay
therapy	No. 4 Historial Commu
Vision and hearing screening for children	No Additional Copay
Family planning services	No Additional Copay
Additional Office Services	45 6 P 111 1
In-Office surgical procedure	\$5 Copay Per Visit
Hospital Services (Inpatient)	
 Room and board - unlimited days (semi-private) 	No Copay
Inpatient Hospital Services May Include:	
 Physician's specialist's and surgeon's service 	No Additional Copay
 Anesthesia, use of operating and recovery rooms, oxygen, drugs and medications 	No Additional Copay
Intensive care unit and other special units;	No Additional Copay
general and special duty nursing	
Laboratory and X-Ray services	No Additional Copay
Required special diets	No Additional Copay
Radiation inhalation and short term physical	No Additional Copay
and rehabilitation therapy	
Hospital Or Ambulatory Facility (Outpatient)	
Outpatient surgical services to include surgeon's	No Copay
sorvices anesthesis, use of operating and recovery	
rooms, oxygen, drugs and medication, including:	
Hospital or suppley contex	

Hospital or surgical conter

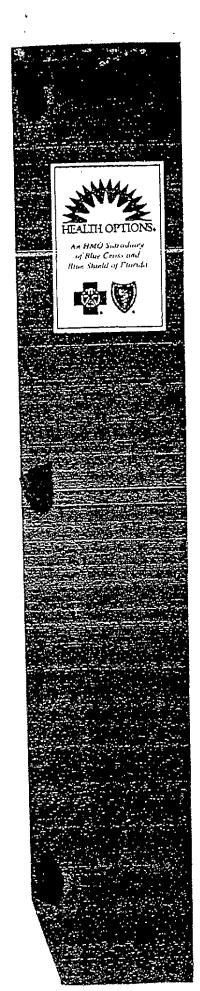
Surgeon's fees
Outpatient laboratory, X-Ray and other tests



SCHEDULE OF BENEFITS - HMO OPTION 1

······································	
BENEFITS	COST TO YOU
Materalty Services Primary Care Physician office visits Participating Specialist office visits Certified Nurse Midwife or Midwife Inpatient Hospital Services Birth Center Services	\$5.00 Copay Per Visit \$5.00 Copay Per Visit No Copay No Copay No Copay
Emergency Room Services Use of emergency rooms and emergency services at participating hospitals	\$25 Copay Per Incident
Use of emergency rooms and emergency services outside of service area or at non- participating hospitals (worldwide)	\$25 Copay Per Incident
Mental Health Care Twenty (20) outpatient visits per calendar year	No Copay For 1st Visit; \$30 Copay For Visits 2-20
 Thirty (30) inpatient days per calendar year 	No Copay
Alcohol And Drug Abuse Detoxification due to alcohol or drug abuse	No Copay
Infertility Services Office services related to diagnosis and treatment plans for infertility	No Additional Copay
Special Services Medically necessary ambulance service Home health services by nurse's aide, or other health care professional	No Copay No Copay
Use of skilled nursing facility Durable medical equipment (as itemized in the	No Copay No Copay
agreement) Hospice Home, Inpatient or Outpatient Care Annual gynecological examination by a plan gynecologist without referral from a Primary Care Physician	No Copay \$15 Copay Per Annual Visit
Maximum Out-of-Pocket	\$1,500.00/3,000.00

The above Summary of Benefits is only a partial description of the many benefits and services covered by Health Options. This does not constitute a contract. For a complete description of benefits and exclusions, please see Health Options Group Health Services Agreement: its terms provail.



SCHEDULE OF BENEFITS - HMO OPTION 1

PRINCIPAL EXCLUSIONS AND LIMITATIONS

The following services are excluded from Coverage under this Agreement, but only if, and to the extent that, such exclusion is permitted under law:

- All services not specifically listed in the Schedule of Benefits or in any rider or endorsement, unless such services is specifically required by State or Federal law.
- Elective cosmetic surgery.
- Hearing aids or eyeglasses, dental care, or oral appliances.
- · Contracoptives, except when dispensed for a specific treatment of a condition on an inpatient basis only.
- Physical for insurance, licensing, school, or recreational purposes.
- Elective abortions.
- Worker's Compensation.
- Allergy Scrum.
- Prescription Drugs.

All health care services must be provided or authorized by your Primary Care Physician. The above Schedule is only a partial description of the many benefits and services covered by Health Options. This Schedule does not constitute a contract. For a complete description of benefits and exclusions, please see the Health Options Group Health Services Agreement; its terms prevail.

The copayments are the responsibility of the Member and must be paid to the provider at the time service is rendered. HOI shall not charge copayment amounts that exceed one-half (1/2) of the total cost of providing any single service to a Member. It is the Member's responsibility to retain receipts and to notify and document to the satisfaction of HOI when the copayment limit has been reached.

Should it become necessary, a grievance procedure is available to all members, as detailed in the Group Health Services Agreement.

Principal-Life Insumme

SUMMARY OF BENEFITS

will most often want to review. Please read the other sections The purpose is to give you quick access to the information you of this booklet for a more detailed explanation of your benefits This section highlights the benefits provided under your plan. and any limitations or restrictions that might apply

MEMBER LIFE INSURANCE

in force for you (subject to the exception(s) below). The If you die, your beneficiary will be paid the Scheduled Benefit Scheduled Benefit is based on your class:

Class

Scheduled Benefit *

ALL MEMBERS

20,000

these proof of good health requirements, We approve an amount of insurance that is different than the Scheduled The Scheduled Benefit is subject to the proof of good health requirements as shown in the Group Policy. If, because of Benefit, your beneficiary will be paid the approved amount.

*For the age(s) shown below, your amount of insurance will be the percentage of the Scheduled Benefit (or approved amount, if applicable) as shown below:

Age

% of Scheduled Benefit (or approved amount)

> Age 65 but less than age 70

Age 70 and over

75% 50%

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D)

percentage of your Scheduled Benefit as listed in the if you are injured and otherwise qualify, We will DESCRIPTION OF BENEFITS Section of this booklet.

any other loss will be to you. Your Scheduled Benefit will be the same (including age reductions, if any) as your Member Payment for loss of life will be to your beneficiary. Payment for Life Insurance Scheduled Benefit.

a

LONG FERM Disability

SECTION IV - BENEFITS

DISABILITY

When the Company receives proof that an insured is disabled due to sickness or injury and requires the regular attendance of a physician, the Company will pay the insured a monthly benefit after the end of the elimination period. The benefit will be paid for the period of disability if the insured gives to the Company proof of continued:

- 1. disability; and
- regular attendance of a physician.

The proof must be given upon request and at the insured's expense.

The monthly benefit will not:

- 1. exceed the insured's amount of insurance; nor
- 2. be paid for longer than the maximum benefit period.

The amount of insurance and the maximum benefit period are shown in the policy specifications.

MONTHLY BENEFIT

To figure the amount of monthly benefit:

- 1. Take the lesser of:
 - a. 60% of the insured's basic monthly earnings; or
 - b. the amount of the maximum monthly benefit shown in the policy specifications; and
- 2. Deduct other income benefits, shown below, from this amount.

But, if the insured is earning more than 20% of his indexed pre-disability earnings in his regular occupation or another occupation, then the monthly benefit will be figured as follows:

- During the first 12 months, the monthly benefit will not be reduced by any earnings until the gross monthly benefit plus the insured's earnings exceed 100% of his indexed pre-disability earnings. The monthly benefit will then be reduced by that excess amount.
- 2. After 12 months, the following formula will be used to figure the monthly benefit.

(A divided by B) x C

- A = The insured's "indexed pre-disability earnings" minus the insured's monthly earnings received while he is disabled.
- B = The insured's "indexed pre-disability earnings".
- C = The benefit as figured above.

The benefit payable will never be less than the minimum monthly benefit shown in the policy specifications.

Proof of the insured's monthly earnings must be given to the Company on a quarterly basis. Benefit payments will be adjusted upon receipt of this proof of earnings.

OTHER INCOME BENEFITS

Other income benefits means those benefits as follows:

- 1. The amount for which the insured is eligible under:
 - a. Workers' or Workmen's Compensation Law;
 - b. occupational disease law; or
 - c. any other act or law of like intent.
- 2. The amount of any disability income benefits for which the insured is eligible under any compulsory benefit act or law.
- 3. The amount of any disability income benefits for which the insured is eligible under:
 - a. any other group insurance plan;
 - b. any governmental retirement system as a result of his job with the employer.

- 4. The amount of benefits from the employer's retirement plan the insured:
 - a. receives as disability benefits;
 - b. voluntarily elects to receive as retirement benefits; or
 - c. is eligible to receive as retirement benefits when the insured reaches the greater of age 62 or normal retirement age, as defined in the employer's retirement plan.

As used here, "received" does not include any amount rolled over or transferred to any eligible retirement plan as that term is defined in Section 402 of the Internal Revenue Code and any future amendments which affect the definition of an eligible retirement plan.

- 5. The amount of disability or retirement benefits under the United States Social Security Act, The Canada Pension Plan, or The Quebec Pension Plan, or any similar plan or act, as follows:
 - a. disability benefits for which:
 - i. the insured is eligible; and
 - ii. his spouse, child or children are eligible because of his disability;
 or
 - b. retirement benefits received by:
 - i. the insured; and
 - ii. his spouse, child or children because of his receipt of the retirement benefits.

These other income benefits, except retirement benefits, must be payable as a result of the same disability for which this policy pays a benefit.

Item 5.b. will not apply to disabilities which begin after age 70 for those insureds already receiving Social Security retirement benefits while continuing to work beyond age 70.

Benefits under item 5.a above will be estimated if such benefits:

- have not been awarded; and
- 2. have not been denied; or
- 3. have been denied and the denial is being appealed.

The monthly benefit will be reduced by the estimated amount. But, these benefits will not be estimated provided that the insured:

- 1. applies for benefits under item 5.a; and
- 2. requests and signs the Company's Agreement Concerning Benefits.

This agreement states that the insured promises to repay the Company any overpayment caused by an award received under item 5.a.

If benefits have been estimated, the monthly benefit will be adjusted when the Company receives proof:

- 1. of the amount awarded; or
- 2. that benefits have been denied and the denial is not being appealed.

In the case of 2. above, a lump sum refund of the estimated amounts will be made.

"Law," "plan," or "act" means the initial enactment and all amendments.

COST OF LIVING FREEZE

After the first deduction for each of the other income benefits, the monthly benefit will not be further reduced due to any cost of living increases payable under these other income benefits.

LUMP SUM PAYMENTS

Other income benefits which are paid in a lump sum will be prorated on a monthly basis over the time period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the insured's expected lifetime as determined by the Company.

TERMINATION OF DISABILITY BENEFITS

Disability benefits will cease on the earliest of:

- 1. the date the insured is no longer disabled;
- 2. the date the insured dies;
- the end of the maximum benefit period;
- 4. the date the insured's current earnings exceed 80% of his indexed pre-disability earnings.

RECURRENT DISABILITY

"Recurrent disability" means a disability which is related to or due to the same cause(s) of a prior disability for which a monthly benefit was payable.

A recurrent disability will be treated as part of the prior disability if, after receiving disability benefits under this policy, an insured:

- returns to his regular occupation on a full-time basis for less than six months; and
- 2. performs all the material duties of his occupation.

Benefit payments will be subject to the terms of this policy for the prior disability.

If an insured returns to his regular occupation on a full-time basis for six months or more, a recurrent disability will be treated as a new period of disability. The insured must complete another elimination period.

In order to prevent overinsurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to the insured under any other group long term disability policy.

SURVIVOR BENEFIT

The Company will pay a benefit to the eligible survivor when proof is received that an insured died:

- 1. after disability had continued for 180 or more consecutive days; and
- 2. while receiving a monthly benefit.

The benefit will be an amount equal to three times the insured's gross monthly benefit.

If payment becomes due to the insured's children, payment will be made to:

- the children; or
- 2. a person named by the Company to receive payments on the children's behalf. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

"Eligible survivor" means the insured's spouse, if living, otherwise the insured's children under age 25. But, if there are no eligible survivors, payment will be made to the insured's estate.

GENERAL EXCLUSIONS

This policy does not cover any disability due to:

- 1. war, declared or undeclared, or any act of war;
- 2. intentionally self-inflicted injuries;
- 3. active participation in a riot.

PRE-EXISTING CONDITION EXCLUSION

This policy will not cover any disability caused by, contributed to by, or resulting from a pre-existing condition, unless:

- 1. it begins after the first 24 months that the insured was covered under this policy; or
- the insured completes, after his effective date of coverage, a period of 12 consecutive months during which he has not received medical treatment, consultation, care or services including diagnostic measures, or taken prescribed drugs or medicines.

A "pre-existing condition" means a sickness or injury for which the insured received medical treatment, consultation, care or services including diagnostic measures, or had taken prescribed drugs or medicines in the 6 months prior to the insured's effective date.

MENTAL ILLNESS LIMITATION

Benefits for disability due to mental illness will not exceed 24 months of monthly benefit payments unless the insured meets one of these situations.

1. The insured is in a hospital or institution at the end of the 24-month period. The monthly benefit will be paid during the confinement.

If the insured is still disabled when he is discharged, the monthly benefit will be paid for a recovery period of up to 90 days.

If the insured becomes reconfined during the recovery period for at least 14 days in a row, benefits will be paid for the confinement and another recovery period up to 90 more days.

- 2. The insured continues to be disabled and becomes confined:
 - a. after the 24-month period; and
 - b. for at least 14 days in a row.

)

The monthly benefit will be payable during the confinement.

The monthly benefit will not be payable beyond the maximum benefit period.

"Hospital" or "institution" means facilities licensed to provide care and treatment for the condition causing the insured's disability.

"Mental illness" means mental, nervous or emotional diseases or disorders of any type.

Pension Plan

The 401(a) Profit-Sharing Plan

Of

Community Research Initiative of South Florida, Inc.

Miami, Florida

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Section 1 - ADOPTION AGREEMENT

The undersigned Employer hereby establishes or amends its plan to be known as the 401(a) Profit-Sharing Plan for Employees of the Employer named in Section 1.1(a), (hereinafter referred to as the "Plan"), to be effective as of the date specified in 1.1(b) below, for the exclusive benefit of its Employees who qualify under the terms and conditions thereof.

The Employer hereby selects the following plan specifications for its Plan.

1.1 EMPLOYER, ADMINISTRATOR, EFFECTIVE DATE(S)

- (a) NAME OF EMPLOYER: Community Research Initiative of South Florida, Inc.
- (b) PLAN EFFECTIVE DATE: January 1, 1997
- (c) PLAN YEAR: The twelve consecutive month period beginning January 1 and ending December 31.
- (d) PLAN ADMINISTRATOR: The Employer named in Section 1.1(a).

1.2 ELIGIBILITY

(a) ELIGIBLE CLASS OF EMPLOYEES:

All Employees are eligible.

- (b) MINIMUM AGE AND SERVICE REQUIREMENTS:
 - (1) Age Requirement

The minimum age requirement is 21.

(2) Service Requirement

The minimum service requirement shall be one Year of Service.

(c) YEARS OF SERVICE shall mean a period of twelve consecutive months described in Section 3.2 in which the Employee completes 1,000 Hours of Service.

1.3 EMPLOYER CONTRIBUTIONS

The Employer shall provide the following contributions in addition to any contributions necessary to satisfy the Top-Heavy minimum allocation required by Section 10.4(a).

Subject to Section 5.2, each Participant who has satisfied the eligibility requirements of Section 1.2 shall be entitled to receive an allocation equal to his pro rata share of any Employer Contribution made for a Plan Year, if he is an Employee on the Accounting Date of that Plan Year. For this purpose, each Participant's pro rata share for a Plan Year shall be determined by multiplying any Employer Contribution made for that year by a fraction, the numerator of which is the Participant's Compensation for that year, and the denominator of which is the total Compensation paid or made available for that year to all Participants who are Employees on the Accounting Date of that Plan Year. The Employer shall have the sole discretionary right to determine the amount of any Employer Contribution made for a Plan Year.

1.4 COMPENSATION

- (a) For the purpose of calculating Employer Contributions and with regard to Section 2.6, Compensation includes all of the following items:
 - (1) Employer contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the Participant under Sections 125, 402(e)(3), 402(h) or 403(b) of the Code;

- (2) Compensation deferred under an eligible deferred compensation plan within the meaning of Section 457(b) of the Code; and
- (3) Employee contributions under Section 414(h)(2) of the Code that are picked up by an employing unit under a government plan.
- (b) Compensation excludes all of the following items: (1) reimbursements; (2) expense allowances; (3) cash and noncash fringe benefits; (4) moving expenses; (5) welfare benefits; and (6) deferred Compensation (except as specified in Section 1.4(a)(2).

1.5 **VESTING REQUIREMENT**

- (a) The amounts in a Participant's Accounts shall be 100% vested upon the attainment of his Normal Retirement Age, or if earlier, upon the completion of 5 Years of Vesting Service.
- (b) The minimum Top-Heavy vesting requirement for all years in which the Plan is found to be Top-Heavy shall be 100% vesting upon completion of 3 Years of Vesting Service.

1.6 LOANS

Loans are not permitted under this Plan.

1.7 INVESTMENT OPTIONS

A Participant shall designate the allocation of all contributions made on his behalf to the investment accounts available under this Plan and described in Section 6.2. There shall be no restrictions on the allocation of any contributions.

1.8 WITHDRAWAL RESTRICTIONS

- (a) Subject to Section 8.3, any Participant may withdraw amounts allocated to his Accounts before he terminates employment with the Employer if any of the following conditions apply:
 - (1) The Participant is disabled due to a Disability, as defined in Section 7.3:
 - (2) The Participant incurs a Hardship, as defined in Section 8.4;
 - (3) The Plan is terminated; or
 - (4) The Employer sells the subsidiary, trade or business that employs the Participant.
- (b) Except for the conditions outlined in Section 1.8(a) above, a Participant may withdraw amounts allocated to his Accounts only upon termination of employment.

018-806-B-1A

THE EMPLOYER HEREBY REPRESENTS THAT:

The Plan specifications selected in this Adoption Agreement, together with the provisions of the Plan referred to herein, as both may be amended from time to time in accordance with Section 13 of the Plan, shall constitute the entire Plan.

Contributions under the Plan shall be placed with Mutual under the Contract(s) issued, according to its rules and procedures, in conjunction with this Plan. Mutual shall be entitled to rely upon the written statements furnished by the Employer, Plan Administrator or Named Fiduciary(ies) in the performance of their duties under this Plan and payments by Mutual in accordance with the provisions of the above mentioned Contract(s) shall fully discharge Mutual's liability for such payments. Mutual is not responsible for the failure of the Employer, Plan Administrator or Named Fiduciary(ies) to perform their duties under the Plan.

The adopting employer is a governmental entity or an organization described in Section 501(c) of the Code. The adopting Employer is not a sole proprietorship, partnership or other unincorporated entity that is deemed to employ any self-employed individual described in Section 401(c)(1) of the Code, including any owner-employee described in Section 401(c)(3) of the Code.

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed individual as of this day of	ited by an authorized
For The Employer, By: X (signature of authorized officer)	
Title: Exict Tire Director Underwriter	
Date: 4/22/97 By: 11 Date: \$27.97	



Community Research Initiative of South Florida, Inc.

1320 South Dixie Highway ■ Suite 485 ■ Coral Gables, Florida 33146 (305) 667-9296 ■ Fax: (305) 667-8686

ACCRUED/QUANTIFIED BENEFIT TIME

by Employee As of 4/30/98

	Available	Va	cation	Available		Sick	Available]	Float		Total
Employee	Vacation		\$	Sick		\$	Float		\$	\$/e	mployee
Tanisha Brown	0	\$; -	· 0.		\$ -	0.5	\$	37.28	\$	37.28
Amy Chatlos	4	\$	532.16	1	\$	133.04	1	\$	133.04	\$	798.24
John Cochrane	5	\$	890.00	0.5	\$	89.00	1	\$	178.00	\$	1,157.00
Joe Graziano	.2	\$	295.04	1	\$	147.52	2	\$	295.04	\$	737.60
Lynn Healy	4	\$	445.76	. 5.5	\$	612.92	2	\$	222.88	\$	1,281.56
Christiane Jones	3	\$	463.92	0		\$ -	1.5	\$	231.96	\$	695.88
Donald Jones	3	\$	285.56	0		\$ -	- 2	\$	191.04	\$	476.60
Michael Kaiser	3	\$	477.60	2	\$	318.40	. 1	\$	159.20	\$	955.20
Cindy Liwosz	0	9	3 -	1	\$	97.52	1	\$	97.52	\$	195.04
Carol Puckett	3	\$	522.72	1	\$	174.24	0		\$ -	\$	696.96
Ross Rosado	1	\$	76.56	. 0.5	\$	38.28	0		\$ -	\$	114.84
Tina Voci	3	\$	477.12	1.5	\$	233.56	1.5	\$	223.56	\$	934.24
Howard Yontef	0	- 9	s -	0		\$ -	. 0		\$ -		\$ -
	_	\$	4.466.44		S	1.844.48		\$:	1,769.52	S	8,080.44



COMMUNITY RESEARCH INITIATIVE of South Florida, Inc.

1320 South Dixie Highway ■ Suite 485 ■ Coral Gables, Florida 33146 (305) 667-9296 ■ Fax: (305) 667-8686

Consulting Agreement

This Consulting Agreement, is entered into as of January 26th, 1998, by and between Community Research Initiative of South Florida (CRI-SFL), located at 1320 S Dixie Highway, Coral Gables, FL 33146 and M.A.G. Initiatives - Mark Byrd, President, located at Franklin Avenue, Coconut Grove, Florida 33155.

It is agreed that M.A.C. Initiatives will provide staff support for CRI-SFL regarding it's Health Council of South Florida Project as well as other CRI-SFL Projects when mutually agreed to by M.A.G. Initiatives and requested by the Executive Director (Richard Siciari) and/or Front Office Administrator (Lynn Healy).

The Health Council of South Florida/APACHE Project shall include but is not limited to:

- Travel to various Physician Offices in Dade County
- Gathering Patient Statistical Data as requested
- Submitting Data to the Health Council of South Florida
- Coordinating with John Cochrane Clinical Research Manager for CRI-SFL, for Data Collection

The General Administrative work shall include, but is not limited to:

- In-putting of Data
- Reconciliation of protocols to determine any outstanding fiscal balance owed
- Filing and other administrative duties as assigned or requested by Lynn Healy, Front Office Administrator for CRI-SFL.

Termination:

Either party may terminate this agreement with or without cause at any time.

Independent Contractor(s):

Staff provided by the consulting company of M.A.G. Initiatives will in no way be considered as employee(s) of CRI-SFL

Payment:

Both CRI-SFL and M.A.G. Initiatives have agreed on an hourly rate of U.S. \$10.00 per hour as a satisfactory rate. CRI-SFL and M.A.G. Initiatives will maintain detailed records of hours worked under this agreement. Invoices for services rendered will be submitted to CRI-SFL bi-monthly by M.A.G. Initiatives. All CRI-SFL payment cheques will be made payable to M.A.G. Initiatives and mailed to the president of that company (M.A.G. Initiative) within 5 working days of these work invoices being submitted to CRI-SFLs fiscal department.

M.A.G. Initiatives	Community Research Initiative of South Florida
William out Bal	Called
Willis "Mark" Byrd, President	Richard Siciari/Executive Director
4/21/98	4/4/12
Date	Date
•	



March 5, 1998

Letter of Agreement

The following agreement shall serve as the sole contractual arrangement between WEDNER & FRIENDS, to be referred to as "W&F," and COMMUNITY RESEARCH INITIATIVE OF SOUTH FLORIDA, to be referred to as "CRI."

As stated in the proposal to CRI presented December 1, 1997 the two W&F areas of responsibility for the 1998 second annual Dade/Broward "Toast for a Cure," will be the planning of this event and the management of the Dade and Broward events, and the concept and name remain the sole property of CRI.

W&F responsibilities include: generate creative concepts, prepare budgets and the time line schedules, help identify location options, arrange vendor services and negotiate all contracts, handle permits and licensing, assist in coordinating and liaison with all host groups, manage all event activities and services, supervise all vendors, contractors, personnel, volunteers through all stages of the event, oversee all physical installation details for event production, assist with volunteer committee coordination, advise host on sponsor benefits, oversee public relations and/or advertising campaigns, assist with post event follow up, assist in identifying corporate sponsors, vendors, and other underwriting opportunities. W&F is cognizant of CRI's budgetary limitations regarding all costs for the event, W&F agrees to operate in good faith within these limitations toward the successful production of the event, and oversee all public relations activities.

CRI agrees to the following: to provide an up-to-date mailing list for this event, full responsibility for ticket sales, to help provide corporate underwriting, to communicate with W&F through one main liaison, to communicate needs and wants on a timely basis, to approve contracts, event services, concepts, budgets and all other related items on a timely basis, to

acknowledge W&F in the official program with the credit of "event producer" by name with a company biography, to issue the compensation retainer(s), \$3,000 for Dade, \$3,000 for Broward, in monthly installments of \$1000 from January to June. This is a reduction from last year of \$1,500 per venue. W&F would also receive an override of 10% of gross ticket sales after \$6,000 and sponsorships after \$10,000. Expenses will be invoiced monthly. The W&F fee and expenses do not include: public relations activities, advertising activities, printing or any other expenditures to promote or produce this event. Furthermore, it is agreed W&F shall have the right to audit the CRI event revenue and expenses on a monthly basis.

All of the above shall constitute the sole agreement between these two parties as indicated by signature below.



January 19, 1998

Mr. Rick Siclari Community Research Initiative of South Florida ("CRI") 1320 South Dixie Highway, Suite 485 Coral Gables, Florida 33146

This letter is being written to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services Comprehensive Computer Solutions ("CCS") will provide.

Our engagement will be designed to perform the following services:

1. Provide computer support services as requested by management.

2. Review the current computer environment and make recommendations for hardware, software and networking configurations to best serve the organization as requested by management.

Computer Support Responsibilities:

1. Provide labor for computer related services.

2. Make the necessary telephone calls to the manufacturer of software and hardware for repairs or replacement of equipment. CCS is not responsible for delivery and shipping costs.

3. When you request service from CCS that cannot be addressed over the phone or by remote access, if applicable, CCS will respond to that problem within 6 hours from the time the trouble call was first placed.

Computer Hardware/Peripherals:

- 1. CCS will provide list of hardware and peripheral equipment required to maintaining or upgrade the computer system per management's approval.
- 2. CRI will purchase all hardware or peripheral equipment unless specified otherwise.

3. CCS will review all network changes with management.

Billing:

Our fees for services will be based on time expended and calculated at our hourly rates in effect, plus out-of-pocket expenses. Our current hourly rate is \$75 for computer support. Since you are a not-for-profit organization CCS will only charge you \$50 per hour. The minimum on-site chargeable normal service call is one-hour. Additional time will be billed in half-hour increments. After hour time will be billed at double the standard billing rate. After hours work is payable only if pre-authorized by CRI Management. After hour time is defined as anytime during holidays, weekends, or Monday through Friday after 6:00 p.m. Our invoices for these services will be rendered as work progresses and are payable on presentation. Amounts outstanding over 60 days will be considered delinquent and will be subject to an interest charge of 1% per month (annual percentage rate of 12%). In accordance with firm policies, work may be suspended if you account becomes 60 days or more overdue and will not be resumed until your account is paid in full or suitable arrangements are made.

Liability:

Community Research Initiative of South Florida agrees to hold CCS harmless for any injury to the person or property of, or any loss, expense or damage incurred by any employee, client or visitor of CRI (except CCS agents or employees), no matter how such loss, expense, or damage arises in any manner connected with the equipment maintained or the service provided hereunder or otherwise out of CCS' performance under or pursuant to this agreement.

Damages:

The sole remedy for CCS liability with respect to this agreement or the equipment covered by this agreement and all other performance by CCS under or pursuant to this agreement, shall be limited to the reasonable value of the services provided by CCS and shall in no event include any incidental or consequential damages.

Termination:

Either party can terminate this agreement at any time.

Parties to this engagement agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the engagement. All mediations initiated, as a result of this engagement shall be administered by the American Arbitration Association (AAA). The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally are both parties.

We shall be pleased to discuss this letter with you at any time, and to explain the reasons for any items.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us in the enclosed envelope.

COMPREHENSIVE COMPUTER SOLUTIONS, INC.

APPROVED:

TITLE: Exec. Director

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Comprehensive Computer Solutions, Inc.

Integrating Management and Technology 7700 N. Kendall Drive, STE 805A Miami, FL 33156-7597

BILL TO	
Community Research Initiative of South FL	
Lynn Healy	
1320 S. Dixie Highway	-
Suite 485	
Coral Gables, FL 33146	

Invoice

DATE	INVOICE #
3/23/1998	9803_134

WORK PERFORMED AT

CRI of South Florida, Inc. 1320 S. Dixie Highway Suite 485 Coral Gables, FL 33146

	P.O. NO.	TERMS	PROJECT
	Lynn Healy	PrePaid	
DESCRIPTION	QTY	RATE	AMOUNT
ETAINER for Consulting	20	50.00	1,000.00

NOTE: This invoice will serve as a reciept for 20 hours of consulting work for CRI to be performed during the 1998 year. Services performed from this date forward will be deducted from the 20 hours paid on this invoice. An invoice will be issued after each job to reflect the remaining hours.

Jate Received: 3/23/98

Chaque# 8362.

RCUB

Thank you for choosing Comprehensive Computer Solutions Integrators of Management and Technology.

Total

\$1,000.00

Between Community Research Initiative of South Florida and Sahir Imam

This is to attest that CRI and Mr. Iman have agreed that Mr. Iman will provide CRI with Information Systems consulting services on an as-needed hourly basis and CRI will pay Mr. Iman a rate of \$40.00 per hour following work performed for CRI and upon receipt of an invoice at the CRI office.

Agreed and Accepted.



April 13, 1996

Mr. Rick Siclari
Community Research Initiative of
South Florida, Inc.
1320 S. Dixie Highway
Suite 485
Coral Gables, Florida 33146-2926

Dear Rick,

I appreciated the opportunity to met with you to discuss your organization's accounting and auditing needs. I reviewed the compiled and audited financial statements you provided me and was impressed with the detail and presentation.

As we discussed in my office, my recommendation is for you to utilize Quickbooks and internally prepare the compiled report you are currently receiving from your accountant. Quickbooks has the ability to prepare budget analysis and provide comparisons between years.

Our role would be to review your books on a quarterly basis, prepare payroll and all other tax returns and perform your annual audit. The quarterly review will be to confirm the accuracy of your internally prepared financial statements and to perform some of the year end audit steps. This will include reviewing bank reconciliations, source documentation, journal entries as well as meeting with management.

Our fees for these services will be as follows:

Quarterly review of general ledger, preparation of payroll and other tax returns (\$500 quarter)

\$ 2,000

Annual audit

4,500

Time devoted to assisting you with the conversion to utilizing Quickbooks will be billed at the reduced rate of \$30 an hour (regular rate is \$55 hour).

Mr. Rick Siclari April 13, 1996 Page 2

Should you decide to continue having us prepare a monthly compiled financial statement our fees would be as follows:

/ Preparation of monthly compiled financial statements, payroll and other tax returns (\$300 month)

\$3,600

Annual Audit

4,500

In addition to the services outlined above, I will be available to meet with the Board of Directors to review the financial statements and discuss other issues as requested at no additional cost. One such issue is the adoption of a 401(k) plan which will allow your employees the flexibility to contribute to a retirement plan at not cost to the organization.

It is my understanding that throughout the year you may need assistance with fund raising activities. My firm currently volunteers for many different community events such as the Taste of the Grove and The Coconut Grove Arts Festival. We would be able to assist you with these projects.

I have enclosed a firm brochure for your review. Please call me if to set up an appointment so that we can discuss this in more detail.

Very truly yours,

LIP J. SHECHTER, C.P.A.

PJS/vlr

sicl-cri.let

Schedule 6(d) Financial Statements of HCN

March Financials.

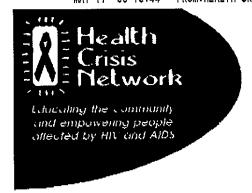
INTERIM

INTERIM STATEMENT OF SUP	ALTH CRISIS NET	WORK) E o		
FOR THE NINE MONT	HS ENDED MARC	H 31 1998)E3		
	.	11 31, 1330	T	 	
		1998		1998	-
PUBLIC SUPPORT		ACTUAL		BUDGET	VARIANC
Contributions		122.252			
Special Events, net of expenses (a)		132,252 800,305		103,050	29,20
United Way allocation and donor options		184,614		1,583,630	(783,32
Government awards		777,149		172,764	11,85
Foundation awards	- 	88,814		714,796	62,35
Corporate awards		13,075		18,031	70,78
Estates Estates		13,0/3		15,000	13,07
Total Public Support		4 000 000			
. our i unic support	-	1,996,209	1	2,607,271	(611,062
REVENUES					<u> </u>
Medicaid waiver program		106,473		254 545	/8.1
Investment and interest income		9,202		351,645	(245,172
Miscellaneous income		9,202		11,877	(2,675
Thrift shop sales		168,328		0	
Miscellaneous sales		136		157,989	10,339
Professional services contracts		138		2,125 95,555	(1,989
Professional fees		12,050		23,250	(95,555 (11,200
		12,000		25,230	(11,200
Total Revenues		296,189	-	642,441	(346,252
Total Public Support and Revenues		2,292,398		3,249,712	(957,314
EXPENSES					
Program services		1,433,486		1,984,178	(550,692
Management and general		572,177		571,573	604
Development and fund raising Thrift Shop		238,401		257,881	(19,480
Tital Grop		95,365		102,798	(7,433
Total Expenses		2,339,429		2,916,429	(577,000
Surplus of Public Support and Revenues					<u> </u>
Over Expenses		(47,031)		333,283	(380,314)
		REVENUE	EXPENSE	NET	
	-				
a) Special Events:	White Party	885,415	363,740	521,675	
	AIDS Walk	513,113	254,603	258,510	
	Other Events	20,120	0	20,120	<u> </u>
		1,418,648	618,343	800,305	

HEALTH CRISIS NETWORK, INC.			
BUDGET TO ACTUAL COMPARISON			
FUNCTIONAL EXPENSES FOR THE NINE MOI	NTHS ENDED 3/31/98		
PROGRAM SERVICES, ADM, DEVELOPMENT	THRIFTSHOP		
<u> </u>	1998	1998	
	ACTUAL	BUDGET	VARIANC
SALARIES	1,438,002	1,809,069	(371,067
EMPLOYEE BENEFITS	125,660	166,672	(41,012
PAYROLL TAXES	114,505	165,657	(51,152
OTHER EMPLOYEE RELATED COSTS	5,110	3,825	1,285
TOTAL PAYROLL AND FRINGE	1,683,277	2,145,223	(461,946
PROFESSIONAL FEES			
SUPPLIES (program and office)	78,554	117,797	(39,243
EDUCATIONAL MATERIALS	29,485	40,910	(11,445
TELEPHONE	0	20,450	(20,450
POSTAGE & SHIPPING	39,373	38,869	2,704
RENT & OTHER OCCUPANCY	25,895	40,837	(14,942
EQUIPMENT COSTS, LEASING & REPAIR	176,127	183,319	(7,192
VENUE RENTALS	5,524	6,300	(776
OTHER RENTALS	796	1,725	(929)
PUBLIC RELATIONS/ADVOCACY	20,382	23,857	(3,474)
PRINTING	4,382	338	4,025
ADVERTISING	39,724	35,858	3,867
REFRESHMENTS/FOOD	16,780	33,488	(16,708)
MISCELLANEOUS LABOR	16,117	14,198	1,920
STIPENDS	4,241	17,168	(12,927)
STAFF TRAVEL	740	15,668	. (14,928)
<u> </u>	24,935	43,858	(18,923)
AGENCY VAN, FUEL AND MAINTENANCE CONF., SEMINARS & EDUC.	11,792	22,823	(11,031)
NSURANCE	2,752	11,550	(8,798)
DIRECT ASSISTANCE	13,003	22,816	(9,813)
OTHER	104,377	25,519	78,858
- Trials	39,414	56,087	(18,673)
TOTAL OPERATING EXPENSES	25.050		ļ <u> </u>
OTAL OF LIVETING EXPENSES	654,353	771,230	(116,877)
TOTAL EXPENSES	2,337,630	2,916,453	(578,823)
OTHER			
/wards/gifts	3,428	5,927	(2,499)
Beepers	2,646	2,328	318
Decorations	1,454	600	854
Retail items	0	3,000	(3,000)
intertainment	1,013	0,000	1,013
lusiness meals & entertainment	696	1,650	(954)
vent Site Construction	0	0	(3.4)
ubscriptions & publications	1,131	4,378	(3,247)
rug urinalysis	0	4,576	(3,247)
lembership dues	7,869	8,040	(171)
icenses, fees & permits	5,688	10,505	(4,817)
ther misc. costs	1,997	17,579	
ank charges	3,123	1,238	(15,582)
terest expense	10,040		1,886
redit card fees	329	469 375	9,571
	323	3/3	(46)
	39,414	56,087	(16,673)

Schedule 6(e) Liabilities of HCN

Liabilities Statement.



May 11, 1998

As of May 11, 1998 the significant outstanding liabilities of Health Crisis Network, Inc. consist of the following:

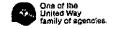
- 1) Kaufman, Rossin & Co. 1997 audit \$14,000
- 2) Dade Community Foundation 1997 AIDSWALK Miami \$25,000
- 3) Dade Community Foundation 1998 AIDSWALK Miami \$25,000

Glenda Y. Hicks. Interim CEO/Controller









Schedule 6(f)
Intellectual Property of HCN

The White Party Week.

5/11/98 CORPORATE DETAIL RECORD SCREEN NUM: T94000000950 ACTIVE/TRADEMARK FLD: 07/26/1994 EXP: 07/26/200 MARK : THE WHITE PARTY WEEK

MARK USED IN CONNECTION W/: AIDS FUNDRAISING FUNCTIONS

CLASSES : TM-0036 00000 00000 DISCLAIMER FOR: DARTY WEEK 00000 00000 00000

FIRST USED ANYWHERE: 11/30/1993 FIRST USED IN FLORIDA: 11/30/1993

5/11/98 OWNER DETAIL SCREEN CORP NUMBER: T94000000950 CORP NAME: THE WHITE PARTY WEEK 4:32 PM NAME: HEALTH CRISIS NETWORK, INC., A FLA. CORP. 5050 BISCAYNE BLVD. DOC #: 770747 MIAMI, FL 33137

---- THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT ----

4:31 PM

Schedule 6(g)
Facilities and Equipment of HCN

Inventory List, including facilities.

VEHICLES

HEALTH CRISIS NETWORK	~									
VEHICLE SCHEDULE										
						ACC #1172				A C 244.70
										アノニュンス
	PURCHASE						DEP EXP	ACC DEP	DEP EXP	ACC DEP
FINDER						-	7	6	2	
O STORES	UAIE	DESCRIPTION	COL	METHOD	22	TOCO	1000	3)	715	9)
				2	3	200	6/30/96	6/30/96	6/30/97	6/30/97
DEPT OF CHII DREN/EAMILY					_					
I THIN I THE	1993	Agency van		S	ı,	18 236 50	3647.20	11 102 07		
					•	20.00	00.140.0	14,705,55	3,647,55	16.413.10
DEPT OF CHILDREN/FAMI! Y	1	DV/(Tooting 8 C				_	•			
	•	STATE OF COUNSEIING	Education	2	ιΩ	39.900.00	7 980 00	15 050 00	7 000 00	
					-		20001	2,000,00	00'006'/	23,940.00
DEF! OF HRS/YMS	5/11/95	5/11/95 Motorhome 1989 Filte/Alterations	7110	į	1					
		COO CHICA THE BUILDING	1	7		22,325.00	•			
1 : 1									_	•
IOIALS					+					
					_	80,461.50	11,627.30	28,725,55	11.627.55	40 353 40
										2000

6/30/97 TP+E

HEALTH CRISIS NETWORK	IS NETWORK		,						
FURNITURE &	FURNITURE & FIXTURES SCHEDULE								
					,				
					ACC #1162				ACC #1179
				-		DEP EXP	ACC DEP	DEP EXP	ACC DEP
PURCHASE						FYE	Ð	FYE	9)
DATE	DESCRIPTION	LOC	METHOD L	LIFE	COST	96/02/9	96/02/9	6/30/97	6/30/97
6/9/88	File Cabinet- Legal		ટ	જ	221.03	00.00	221.03	0.00	221.03
6/9/88	Monarch Cabinets (6)		S	2	584.30	0.00	584.30	0.00	584.30
8/18/88	Swivel Chair		SL	5	102.00	00'0	102.00	0.00	102.00
9/30/88	Locking File System (Eliot's)		Sr	5	689.24	00.00	689.24	0.00	689.24
1/1/89	1		75	သ	1,879.80	00.0	1,879.80	00.00	1,879.80
9/1/89	Chairs		75	2	672.75	0.00	672.65	0.00	672.65
11/15/91	Low back executive chairs-gray (3)	<u> </u>	ઝ	5	342.00	68.40	307.80	34.20	342,00
1/21/92	4 drawer letter file-brown	G	S.	ည	119.00	23.80	107.10	11.90	119.00
3/12/92	2 drawer letter file cabinets-gray (3)	ဗ	Sr	က	285.00	92.00	242.25	42.75	285.00
	4 drawer legal file cabinet-tropic sand	DEV	સ	ಬ	119.00	23.80	101.15	17.85	119.00
	5 shelf locking file cabinet-tropic sand	છ	Sľ	r.	250.00	50.00	212.50	37.50	250.00
10/14/92	Lateral files (2)	ADM	S	r.	800,00	160.00	600.00	160.00	760.00
5/13/93	Mailbox for staff	ADM	SL	5	332.50	66.50	216.13	66.50	282.63
6/30/93	(2) chairs	ADM	ટ	5	399,98	80.00	259.99	80.00	339.99
3/9/94	Shed (Sheds America)	ADM	St	ည	2,129.00	425.80	851.60	425.80	1,277.40
	TOTAL				8,925.60	955.30	7,047.54	876.50	7,924.04
				-					

FURN & FIX

Health Crisis Network, Inc.

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PURCHASE			
DATE	DESCRIPTION	LOCATION	
6/9/88	Cabinet files		285.00
88/6/9	5 shelf locking file cabinet-tropic sand		250.00
8/18/88	4 drawer legal file cabinet-tropic sand		119,00
11/15/91	Low back executive chairs-gray (3)		342.00
1/21/92	4 drawer letter file-brown		119.00
88/6/9	File Cabinet- Legal		221.03
6/9/88	Monarch Cabinets (6)		584.30
8/18/88	Swivel Chair		102.00
88/06/6	Locking File System (Eliot's)		689.24
1/1/89	Office Furnishings		1,879.80
9/1/89	Chairs		672.75
3/12/92	2 drawer letter file		
10/14/92	Lateral files (2)		800.00
5/13/93	Mailbox for staff		332.50
6/30/93	(2) chairs		399.98
3/0/07	Shed (Sheds America)		2 129 00
555	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		

EQU DATE OF PURCHASE										
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DATE OF PURCHASE	EQUIPMENT SCHEDULE					ACC #				ACC #
DATE OF PURCHASE						1164				1179
OF PURCHASE							DEP EXP	ACC DEP	DEP EXP	ACC DEP
PURCHASE							FYE	0	FYE	8)
	DESCRIPTION	.ov	LOC.	METHOD	LIFE	COST	96/02/9	96/02/09	6/30/97	6/30/97
4/87 Bell 8	Bell & Howell Projection System		Ed	Sť	5	1,640.00	00.0	1,640.00	0.00	1,640.00
12/86 IBM F	IBM Pers. Computer			าร	2	3,664.50	00.0	3,664.50	0.00	3,664,50
11/87 Xerox	Xerox model 1048 copier	C40-142301	₩	ઝ	2	9,010.00	0.00	9,010.00	0.00	9,010.00
2/88 Pitne	Pitney Bowes Postage-model 6100	0056294	₩	ᅜ	2	8,565.00	0.00	8,565.00	00:0	8,565.00
3/88 Koda	Kodak Audio-Visual System		ΡΞ	Ŗ	သ	2,249.50	0.00	2,249.50	00'0	2,249.50
8/88 IBM \	IBM WW 6 Typewriter	6152146	Adm	SF	5	854.75	0.00	854.75	00'0	854.75
6/88 Vacur	Vacuum Cleaner		Ali	SF	5	100.00	00.0	100.00	00'0	100.00
6/88 Pana	Panasonic Camcorder			S	2	1,928.00	0.00	1,928.00	00.0	1,928.00
7/88 VCR,	VCR, Monitor, Table		Ed	당	ເດ	1,155.00	00.0	1,155.00	00.0	. 1,155.00
7/88 Telep	Telephone sets			ซ	လ	500.00	0.00	500.00	00'0	500.00
	IBM System 36 package ***		Alf	SĽ	5	1,000.00	200.00	950.00	00.0	950.00
12/87 Printe	Printer & Software			ᅜ	2	4,008.00	0.00	4,008.00	0.00	4,008.00
	BPI G/L accounting package		Adm	ટા	2	500.00	0.00	500.00	00.00	500.00
	IBM XT computer, printer & monitor			18	5	2,700.00	00.0	2,700.00	0.00	2,700.00
	Panasonic VCR tv - 20" Screen		Ed	SI	2	975.00	0.00	975.00	0.00	975.00
	1989 Dodge Caravan van		CS/Adm	ઝ	2	19,742.09	0.00	19,742.09	0.00	19,742.09
	IBM A10 display station			S	5	738.00	00'0	738.00	0.00	738.00
	IBM Personal WW typewriter	0120230	Adm	SL	2	597.00	0.00	597.00	00'0	597.00
				SL	5	3,657.30	0.00	3,657.30	0.00	3,657.30
_	IBM WW 3 Typewriter	0024546	Dev. & floating	SL	5	620.00	00'0	620.00	00.0	620.00
2/91 Cano	Canon Copier model 4835i/sorter/deck	041357	Alf	ಚ	6	7,347.00	0.00	7,347.00	0.00	7,347.00
10/90-8/91 2 Cc	2 Comdial phones model 6614s		BO/Dev	ᅜ	8	584.80	00.00	584.80	0.00	584.80
Con	Comdial phone model 6614AB		20	ᅜ	9	200.00	00'0	200.00	00'0	200.00
50	5 Comdial phones (1@2502BB,2@									
99	6614AB,1@3502AB,1@3500ABS)		Ed (2)/CS (3)	รเ	3	1,000.00	00.0	1,000.00	00'0	1,000.00
2 C	2 Comdial model R phones (7/91)		Ed/CS	જ	3	400.00	00.0	400.00	00.00	400.00
4	4 Comdial phones model 3502AB		Ed (2)/CS (2)	રા	3	800.00	00'0	800.00	00:00	800.00
Cou	Comdial Control Unit model 2264		All	ซี	3	3,040.00	00'0	3,040.00	00:00	3,040.00

ACC # ACC BED ACC BED	ACC DEP 60/30/96 60/30/96 0 3.457.06 0 1.395.00 1.404.00 1.404.00	111 AC
1177 1176 1176 1176 1176 1176 1176 1177 1177 1176 1177 1177 1176 1177 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1176 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177 1177	ACC DEP 60/30/96 60/30/96 0 3.457.06 0 1.395.00 1.404.00 1.404.00	00 00 00 00 00 00 00 00 00 00 00 00 00
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	ACC#	1179	ACC DEP	•	9000	Picincia	00 000	030.00		180.00	4	1	_	1					8 040 00		456.00			<u> </u>	(19.742.09)			~			<u> </u>			45 733.35	
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	HEALT		EQUIP	 	-	_		<u> </u>	14.	Hitachi	Rus Mice (2)	4	Phone	Rehui	Busine		1	Т	T	Τ	7	Т		\neg	T	7					Г		Γ		
					NATE	P	שטעהטפוום	רטאניטאטר		08/31/92	28/11/80	2010/07	12/12/92	12/23/02	ובוביווים	10170103	02/24/33	02/20/93	04/44/03	05/05/03	05/10/100	02/10/03	06/02/93	06/10/93	06/16/93	06/30/93	06/30/93	1/5/94	2/16/94	2/24/94	3/16/94	3/24/94	5/4/94	5/25/94	6/29/94

EQUIPMENT SCHEDULE ACC # ACC # ACC # ACC DEP ACC D	HEALTH CRISIS NETWORK, INC				-					
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32,262.05 162,634.55 14,892.81	+				-					
	1				189	804.28	32,262.06	162,634.55	14,892,81	177.527.36

chairs, book case, filo cabinet

57,425.60 Total CR Beg bal Total DR 2,031.00 2,331.00 .00 Net change Ending bal 59,456.60 [976, 1889] 1890n), 1821=71ew and A for 4, 1861=notes, 1811=next acct, (Bac)=exit

1-5,20r1d - A/R A/R [G/L] 075 00

_ -_ .705.00

Realth Crisis Network, Inc. -W accounts rount: 000-000-1163-000 Leasehold Improvements

DR amount Reference Jate 3/11/97 470.00 EUIS ALVA CK30138 # 1717 * 17 564 * 1 7 564

ML0794

Copy/mail Room Door Remodeling

. Intal 68 7889 pai .00 Set charge Philip lai -- -

EUIS ALVA CX30155

Proport

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Schedule 6(h) Assets of HCN; Absence of Liens

As per search report.



CSC - TALLAHASSEE 1201 HAYS STREET TALLAHASSEE FL 32301

800-342-8086 850-222-0393 FAX

SEARCH REPORT

DATE: May 6, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ

SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-010

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

As requested, a search has been performed in the following jurisdiction(s) looking for the indices listed below for the above named debtor.

Jurisdiction: FL - DADE COUNTY CIRCUIT COURT

Updated From:

Thru Date: APRIL 17, 1998
State Tax Liens: CLEAR

Jurisdiction: FL - DADE COUNTY CIRCUIT COURT

Updated From:

Thru Date: APRIL 17, 1998

Federal Tax Liens: CLEAR

Jurisdiction: FL - DADE COUNTY CIRCUIT COURT

Updated From:

Thru Date: APRIL 26, 1998

Judgments: CLEAR

Please note the responsibility for verification of the files and determination of the information therein lies with the Filing officer; we accept no liability for errors or omissions.



CSC - TALLAHASSEE 1201 HAYS STREET TALLAHASSEE FL 32301

·800-342-8086 850-222-0393 FAX

SEARCH REPORT

DATE: May 5, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ

SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-010

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

As requested, a search has been performed in the following jurisdiction(s) looking for the indices listed below for the above named debtor.

Jurisdiction: FL - STATE OF FLORIDA

Updated From:

Thru Date: APRIL 30, 1998

Federal Tax Liens: CLEAR

Please note the responsibility for verification of the files and determination of the information therein lies with the Filing officer; we accept no liability for errors or omissions.



CSC - TALLAHASSEE 1201 HAYS STREET TALLAHASSEE FL 32301

800-342-8086 850-222-0393 FAX

SEARCH REPORT

DATE: May 6, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ

SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-010

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

As requested, a search has been performed in the following jurisdiction(s) looking for the indices listed below for the above named debtor.

Jurisdiction: FL - DADE COUNTY CIRCUIT COURT

Updated From:

Thru Date: APRIL 17, 1998

Original UCC Filings: 1

Amendments: 0

Continuations: 0
Assignments: 0

Releases (Partial): 0

****See attached listing for details.

Please note the responsibility for verification of the files and determination of the information therein lies with the Filing officer; we accept no liability for errors or omissions.



DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

JURISDICTION: FL - DADE COUNTY CIRCUIT COURT

FILE NUMBER: 16970-3152 Original to 16970-3152

FILE DATE: OCTOBER 30, 1995

SECURED PARTY: GIBRALTAR BANK

805787/010-rar

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HEW-LIEWS

This document was prepared by: JAMES C. WATERS GIBRALTAR BANK, FSB 18590 NW 67th Ave Miami, Florida 33015

958440652 1995 OCT 30 10:39

(Space above this line for recording purposes)

FINANCING STATEMENT

(TO BE FILED IN THE UCC RECORDS)

- 1. DATE. This Financing Statement is dated September 11, 1995.
- 2. DESTOR:

HEALTH CRISIS NETWORK, INC.

a Florida corporation 5220 Biscayne Blvd Miami, FL 33137 Tax I.D. # 59-2564198

S. SECURED PARTY:

GIBRALTAR BANK, FSB a federal association 18590 NW 67th Ave Miami, Florida 33015 Tax I.D. # 59-2372081

4. COLLATERAL. This Financing Statement covers the following type(s) (or items) of property (Coliateral), whether now owned or hereafter acquired:

> Accounts Equipment General intangibles

which includes (but is not limited to) the following described property:

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a ballee for the benefit of the Debtor or owner, all: accessions, accessories, additions, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (items) of property listed above.

Pertaining to the accounts (Accounts) portion of the Collateral, the term "Collateral" shall include, but not be limited to,

A. accounts generally, accounts receivable and hedging accounts;

B. contracts, real estate contracts, futures contracts, contract rights to obtain payment for goods or property sold, leased or exchanged and for services rendered, whether or not performance has been complete;

09/11/95

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

Financing Statement (UCC-1) HCN



PL-21-079794-Z.62 Copyright 1934, Bankers Systems, Inc. St. Cloud, MN 58301

- C. things in action;
- D. rights to receive any payments in money or in kind;
- E. guaranties of Accounts and the security therefor;
- F. rights of Debtar in the goods, services or other property which give rise to, or secure, the Accounts;
- G. rights of Debtor as an unpaid seller of goods or services, including but not limited to stoppage in transit, replevin, reclamation and resale;
- H. instruments and chattel paper; and
- I. proceeds thereof and proceeds of proceeds thereof.

Pertaining to the general intangibles portion of the Collateral, the term "Collateral" shall include, but not be limited to, instruments and chattel paper, all goodwill, tax refunds, trademarks, trade names, patents, copyrights, and all proceeds thereof and proceeds of proceeds thereof.

Pertaining to the equipment portion of the Collateral, the term "Collateral" shall include, but not be limited to, wherever located, furniture, accessions, non-titled vehicles that are not held for resale, trailers, tools, machinery, equipment, supplies, all proceeds thereof and proceeds of proceeds thereof.

 PROCEEDS. All proceeds of proceeds referred to herein shall include, but not be limited to, wherever located, accounts, chattel paper, documents, equipment, farm products, general intangibles, instruments, inventory and all other goods.

DEBTOR:

HEALTH CRISIS NETWORK INC.

A Florida corporation

By:

DARMAN J. PARDO = PRESIDENT

FATHER DENNIS RAUSCH - VICE PRESIDENT

DESCRIPTION FOR THE PRESIDENT

FATHER DENNIS RAUSCH - VICE PRESIDENT

("Corporate seal may be attened, but failure to attenuaball not affect validity or researce.)

TERECA

Florida Documentary Stamps required by law have been placed on the promissory instruments secured by this Financing Statement and will be placed on any additional promissory instruments, advances or similar instruments that may be secured by this Financing Statement.

PLEASE RETURN COPY TO SECURED PARTY AT THE ABOVE ADDRESS.

POOLEN

Financing Statement (UCC-1)
NCN
** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS.**

Indiab | Indiab



CSC - TALLAHASSEE 1201 HAYS STREET FL 32301 TALLAHASSEE

800-342-8086 850-222-0393 FAX

SEARCH REPORT

DATE: May 5, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ

SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-010

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

As requested, a search has been performed in the following jurisdiction(s) looking for the indices listed below for the above named debtor.

Jurisdiction: FL - STATE OF FLORIDA

Updated From:

Thru Date: APRIL 29, 1998

Original UCC Filings:

Amendments:

Continuations:

Assignments: 0

Releases (Partial):

****See attached listing for details.

Please note the responsibility for verification of the files and determination of the information therein lies with the Filing officer; we accept no liability for errors or omissions.



DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

JURISDICTION: FL - STATE OF FLORIDA

FILE NUMBER: 950000215200 Original to 950000215200

FILE DATE: OCTOBER 29, 1995 SECURED PARTY: GIBRALTAR BANK FSB

FILE NUMBER: 960000112091 Original to 960000112091

FILE DATE: MAY 31, 1996

SECURED PARTY: CROWN BANK LEASING

FILE NUMBER: 970000237078 Amendment to 95400100215200

FILE DATE: OCTOBER 20, 1997 SECURED PARTY: GIBRALTAR BANK, FSB

805787/010-rar

FILINGS COMPLETED THRU 04/29/1998 05/05/98 FILINGS CUMPLETED THIS SUMMARY FOR FILING: 950000215200/ FILED: 10/26/1995 EXPIRES: 10/26/2000 FILED: 10/26/1995 Current secured parties: 0001 Current debtors: 0001 Pages in all forms/attachments: 0003
1) Secured GIBRALTAR BANK FSB UCC3 forms filed: 0001 200 S BISCAYNE BLVD, SUITE 2850 MIAMI, FL 33131 US OOB/FEI Number: 592372081 2) Debtor HEALTH CRISIS NETWORK INC 5050 BISCAYNE BEVD MIAMI, FL 33137-3241 US DOB/FEI Number: 592564198 5)Name list 6)Next name/addr 7)Prev name/addr 8)Event hist 9)Summary ** ENTER <CR> FOR HISTORY ** ENTER SELECTION AND CR: UCC DOCUMENT SCREEN 05/05/98 10:11:17 FILINGS COMPLETED THRU 04/29/1998 HISTORY FOR FILING 950000215200 (continued) ---HISTORY FOR THIS FILING ---970000237078 is a UCC3 filed on 10/20/1997 with 0001 page(s). This document contains 0002 actions. 1) Change a secured Old secured is: GIBRALTAR BANK FSB 18590 N W 67TH AVE MIAMI, FL 33015 US [] DOB/FEI Number: 592372081 New secured is: GIBRALTAR BANK FSB 200 S BISCAYNE BLVD, SUITE 2850 MIAMI, FL 33131 US DOB/FEI Number: 592372081 5) Name list 6) Next name/addr 7) Prev name/addr 8) Event hist 9) Summary ** ENTER <CR> FOR HISTORY ** ENTER SELECTION AND CR: 05/05/98 UCC DOCUMENT SCREEN 10:11:19 FILINGS COMPLETED THRU 04/29/1998 HISTORY FOR FILING 950000215200 (continued) 970000237078 is a UCC3 filed on 10/20/1997 with 0001 page(s). This document contains 0002 actions. 2) Change a debtor Old debtor is: HEALTH CRISIS NETWORK INC 5220 BISCAYNE BLVD MIAMI, FL 33137 US DO8/FEI Number: 592564198 New debtor is: HEALTH CRISIS NETWORK INC 5050 BISCAYNE BLVD MIAMI, FL 33137-3241 US

DOB/FEI Number: 592564198

05/05/98

UCC DOCUMENT SCREEN

HW-LIEWS 10:11:22

FILINGS COMPLETED THRU 04/29/1998

HISTORY FOR FILING 950000215200 (continued)

950000215200 is a UCCl filed on 10/26/1995 with 0002 page(s).

Secured GIBRALTAR BANK FSB 18590 N W 67TH AVE

MIAMI, FL 33015 US

DOB/FEI Number: 592372081

HEALTH CRISIS NETWORK INC Debtor

5220 BISCAYNE BLVD

MIAMI, FL 33137 US

DOB/FEI Number: 592564198

5)Name list 6)Next name/addr 7)Prev name/addr 8)Event hist 9)Summary

** NO MORE HISTORY **

ENTER SELECTION AND CR:

05/05/98

UCC DOCUMENT SCREEN FILINGS COMPLETED THRU 04/29/1998

FILED: 05/31/1996

10:11:26

EXPIRES: 05/31/2001

SUMMARY FOR FILING: 960000112091 FILED: 05/31,
STATUS: ACTIVE EXPIRES: 05/31,
ent secured parties: 0001 Current debtors: 0001
l forms/attachments: 0003 UCC3 forms filed: 0000 Current secured parties: 0001 Pages in all forms/attachments: 0003

1) Secured CROWN BANK LEASING

612 S MILITARY TRAIL

DEERFIELD BEACH, FL 33442 US

2) Debtor HEALTH CRISIS NETWORK

5050 BISCAYNE BLVD

MIAMI, FL 33137 US

5)Name list 6)Next name/addr 7)Prev name/addr 9)Summary

** NO HISTORY **

ENTER SELECTION AND CR:

ument was prepared by: JAMES C. WATERS GIBRALTAR RANK, FSB 18590 NW 67th Ave Mlami, Florida 33015

(Space above this line for recording purposes)

FINANCING STATEMENT

(TO BE FILED IN THE UCC RECORDS)

- 1. DATE. This Financing Statement is dated September 11, 1995.
- 2. DEBTOR:

HEALTH CRISIS NETWORK, INC.

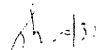
a Florida corporation 5220 Biscayne Blvd Miami. FL 33137 Tax I.D. # 59-2564198

50000215200 10/26/95--01076-*****36.00

3. SECURED PARTY:

GIBRALTAR BANK, FSB

a federal association 18590 NW 67th Ave Miami, Florida 33015 Tax I.D. # 59-2372081



ITON-LIEWS

4. COLLATERAL. This Financing Statement covers the following type(s) (or items) of property (Collateral), whether now owned or hereafter acquired:

> Accounts Equipment General Intangibles

which includes (but is not limited to) the following described property:

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a bailee for the benefit of the Debtor or owner, all: accessions, accessories, additions, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and recorr's pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (items) of property listed above.

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A. accounts generally, accounts receivable and hedging accounts;

B. contracts, real estate contracts, futures contracts, contract rights to obtain payment for goods or property sold, leased or exchanged and for services rendered, whether or not performance has been completed.

09/11/95

Financing Statement (UCC~1)

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS. **

HLN-CIEWS

Corporate Seal*1

EL-EMPRESSO ESE Congregat 1884 Sameous fuerteme, the 15 Clause, Michael

- C. things in action.
- D. rights to receive any payments in money or in kind:
- E. guaranties of Accounts and the security therefor;
- F. rights of Debtor in the goods, services or other property with give rise to, or secure, the Accounts;
- G. rights of Debtor as an unpaid seller of goods or services, including but not limited to stoppage in transit replevin, reclamation and resale;
- H. instrumer's and chattel paper; and
- I. proceeds thereof and proceeds of proceeds thereof.

Pertaining to the general intangibles portion of the Collateral, the term "Collateral" shall include, but not be limited to, instruments and chattel paper, all goodwill, tax refunds, trademarks, trade names, patents, copyrights, and all proceeds thereof and proceeds of proceeds thereof.

Pertaining to the equipment portion of the Collateral, the term "Collateral" shall include, but not be limited to, wherever located, furniture, accessions, non-titled vehicles that are not held for resale, trailers, tools, machinery, equipment, supplies, all proceeds thereof and proceeds of proceeds thereof.

 PROCEEDS. All proceeds of proceeds referred to herein snall include, but not be limited to, wherever located, accounts, chattel paper, documents, equipment, farm products, general intangibles, instruments, inventory and all other goods.

6. PRODUCTS. Products of collateral are also covered.

DEBTOR:

HEALTH CRISIS NETWORK, INC.

a Florida corporation

DAMIAN J. PARDO - PRESIDENT

ATHER DENNIS RAUSCH - VICE PRESIDENT

CYNTHIA HEWITT - SECRETARY

("Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)

Florida Documentary Stamps required by law have been placed on the promissory instruments secured by this Financing Statement and will be placed on any additional promissory instruments, advances or similar instruments that may be secured by this Financing Statement.

PLEASE RETURN COPY TO SECURED PARTY AT THE ABOVE ADDRESS.

Financing Statement (UCC-1) HCN 09/11/95

** READ ANY PAGE WHICH FOLLOWS FOR ANY REMAINING PROVISIONS. **

Initials PAGE 2

STATE OF FLORIDA FINANCING STATEMENT

HIN-LIEWS

FORM UCC-1 (REV. 1993)

This Emaining Statement is university to a	ving officer for filtre pursu		
1. Debtor (Last Name First it an individual)		18. Date of Birt	n or FEM
Health Crisis Network 16.MoRng Address	1c. City. State	arretag aparaharis of a to the second one of the second of	id Zp Coce
5050 Biscayne Boulevard 2. Additional Debtor or Trade Name (Last Name First II an Failvidual)	Miami, P	L	33137
Auditional Deptor of Trade Name (Last Name First If an individual)		2s. Dete of Birt	h or FEIs
25. Making Address	2c. City, State	42 - Value and Lagrange and	2d. 7o Code
Secured Party (Last Name First If an Individual)			
3a. Mailing Address	, 3b. City, State		3c. Zip Code
4. Assignee of Secured Party (Last Name First II an Individual)			
Crown Bank Leasing As Mailing Address	45 City, State		4c. Zip Code
612 South Military Trail	Deerfie	ld Beach, FL	33442
 This Financing Statement covers the following types or items or proprequired.	perty [include description	of real property on which loca	sted and owner of record where
· · · ·			
Check only if Applicable:	d. 🗇 Proceeds of	-05	50000112091 /31/9601098-014 **217.00
7. Check appropriate box: (One box must be marked) All documentary stamp taxes due and			•
(One box must be marked) Triorida Documentary Stamp Tax is not	t required.	and possess personal to 3.	- (
 In accordance with s. 679.402(2), F.S., this statement is filed without it to perfect a security interest in collateral: 		9. Nuttic at of additional she	ets presented: 2
already subject to a security interest in another jurisdiction when it was	as brought into this	This Space for	Use of Filing Officer
state or debtor's location changed to this state. which is proceeds of the original collateral described above in which a		/ / / Sopace for	ose or Fining Ontoer
perfected. as to which the filing has lapsed. Date filed		01)	
UCC-1 file number	and previous		
acquired after a change of name, identity, or corporate structure of the	e debtor.		
10. Signature(s) of Debtor(s)	7	Z. / :	-
	U		96
			SE MAY
11. Signature(s) of Secured Pasty or if Assigned, by Assignee(s)			S. 3
Manufer Musell VD			FT [1 [T] T] OO
Lugaria Harried 11.			
Rhonda Howard, Vice President 12.Return Copy to:			E. 69
	·		F. F. Dikio
Name Crown Bank Leasing			Ā
Address 612 South Military Trail			
Address Deerfield Beach, FL 3344	2		
City, State, Zip			
- 14 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			

UNIFORM COMMERCIAL CODE

CONDODATE OF SCHOOL STRAFT.

CONDODATE OF STRAFT.

CONDODATE OF STRAFT.

Χ___

WITNESS SIGNATURE

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PERSONAL GUARANTOR SIGNATURE

HIN-LIENS

DATED

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NUMBER OF MONTHS 36	MONTHLY PAYMENT \$ 632 +TAX TERMS AND hereby leases to Lessee and Lessee hereby meners additions and accessories incorporate to the second company of the	CONDITIO	NS		(
nent Date* That any tient. 31 Equipment on the Commencement Date, and supported the total rent and rat such other place as Lessor may Equipment, when detarmined by Lesson any sehedule, until the total rent and rat such other place as Lessor may Equipment, when detarmined by Lesson at the Satisfactory expiration of the Lessor at Lessoe at Lessoe, which show the Equipment LESSEE REPRESPURCHASE THE SAME FOR LEASING HANY KIND OR NATURE DIRECTLY EQUIPMENT, ITS DURABILITY, ITS TWEEN LESSOE, LESSOR, LESTOF ANY KIND OR NATURE CAUSET FAILURE OF OPERATION THEREOR BY ANY INTERRUPTION OF SERVING HANY IND OR NATURE CAUSET FAILURE OF OPERATION THEREOR BY ANY INTERRUPTION OF SERVING ON LESSOR NOR SHALL FORTH HEREIN, LESSOR DISCLAIR LEGUIPMENT HOWEVER ARISING. Lessoe shall make claim on account solely for the purpose of making and Not withstanding any facs that may helessor and that neither Vendor nor the purpose of making and lessor and that neither Vendor nor the purpose and the purpose of making and lessor and that neither Vendor nor the purpose of making and lessor and that neither Vendor nor the purpose of making and lessor and that neither Vendor nor the purpose of making and lessor and that neither Vendor nor the purpose of making and lessor and the purpose	hereby leases to be a construction of the property of the pairs, additions and accessories incorpored continued on the reverse side hereof; for the not is delivered by the supplier thereof, (each sing of Lessee under the Lease have been fully plant of the supplier thereof.) and subsequent monthly payments shall be paid all other obligations of Lessee to Lessor shall designed in writing. Lessee hereby author, and dates or other omitted factual matters. assor to secure the Lessee's faithful performance, and dates or other omitted factual matters. INO WARRANTIES BY LESSOR: Lessee required to the secure the Lessee's faithful performance. INTS THAT LESSEE HAS SELECTED THE FUNCTION OF INDIRECTLY EXPRESS OR IMPLIED FITNESS FOR ANY PARTICULAR PURPOS SEE LEASES THE EQUIPMENT "AS IS" LESSEE LEASES THE EQUIPMENT "AS IS" LESSEE LEASES THE EQUIPMENT "AS IS" LESSEE LEASES THE REQUIPMENT "AS IS" LESSEE LEASES THE REQUIPMENT "AS IS" LESSEE LEASES THE REPORD OR ADJUSTING OF OR THE REPAIRS, SERVICE OR ADJUSTING OF OR THE REPAIRS, SERVICE OR ADJUSTING OF USE THEREOF OR FOR AND THE REPAIRS, SERVICE OR ADJUSTING OF USE THEREOF OR FOR AND SHALL NOT BE RESPONSIBLE FOR If the equipment is not properly installed, does thereof solely against Vendor and shall never the paid to Vendor or any agent of Vendor, Less agent is authorized to waive or alter any term of paid to Vendor or any agent of Vendor, Less agent is authorized to waive or alter any term of the paid to Vendor or any agent of Vendor, Less agent is authorized to waive or alter any term of the paid to Vendor or any agent of Vendor, Less agent is authorized to waive or alter any term of the paid to Vendor or any agent of Vendor, Less agent is authorized to waive or alter any term of the paid to Vendor or any agent of Vendor, Less agent is authorized to waive or alter any term of the paid to Vendor or any agent of Vendor, Less agent is authorized to waive or alter any term of the paid to Vendor or any agent of Vendor, Less agent is authorized to waive or alter any term of the	performed. 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All payments of rent in this lease the senal nure not refundable if for any roons under the Lease and we purchase the Equipment from the senal has a construction of the Equipment from the senal has a construction of the Equipment from the senal has a construction of the Equipment from the senal has a constructed by the Equipment of the senal has a constructed by t	nth thereafter, in arrounts is shall be made to the Lessimbers and other identifications are shall be made to the Lessimbers and other identifications are shall be returned to Lessee when the Supplier and arrangly or do any of tailure of Vendor Taylong REQUESTS PRESENTATIONS OR WOLLUBING THE SUTTABLION AND OR TO SUALITIFOR ANY LOSS, DAMAGISTON AND OR MAINTEN BY THE VENINGERS OR PROPERTY OF Vendor or is unsatisfactor and or is observed to the control of	taked above, or / or at its address; ition data of the not commence, ithout inkerest at pe for delivery to or to fill the order ED LEGSOR (IO) APRANTIES OF LITY OF SYNH Y, AND AS 86-6 OR EXPENSE EREOF OR THE FOR WHATSO-DOR SHALL BE ESSOR AS SET AUSED BY THE AUSED BY THE AUSED BY THE STORY AND LESSER, is a period to Lesser, is sign to Lesser, is the Equipment or is an agent of elivered, installed elivered.
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J 13/1 96	*	<u> </u>	29-96	Witness	
Date			Date		
agrees to pay all attorney's fees and and of all other notices or demands release and in any compromise of any compromis	thin Lease, the undersigned unconditionally guara rired to proceed against Lessee or the Equipment of lother expenses incurred by Lessor by reason of any kind to which the undersigned may be entity obligations of Lessee or any other obligors and qualiful not be discharged or affected by death of meaning the discharged or affected by death of meaning the process of the benefit of any assignee or successivity respect to any action hereunder, and waive in	default by Lessee led. The undersig arantors พเมือนโท - undersigned, รักอี	re prompt payment when due for hemory before proceeding or the undersigned. The under ned consents to any extension is any way releasing the under the bind the heirs, administrato	ns or modification granted to symed from his or her obliga- ins, representatives, success	Lessee and the bons hereunder wirk and 455-915 if or state courts
X WITNESS SIGNATURE	DATED	ž.	NAL GUAHANTOR SIGNAT		DATED

DATED

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- 4 TITLE cessor shall at all times relation to to the Equipment Avidocuments of the and evidences of delivery shall be demined to "lessor beard from this provides any insignia or rettering which is on the Equipment at the time of delivery thread or which is therefore mereon, reaching bearen's owner ship thread, and at any time during the lease arm upon reclosed of tessor shall be to be Equipment, in a prominent piece, above, places or other mering subdise by bearer shring that the Equipment is desired by tessor bearers at the consistent of tessors and the short of any fine the consistent of tessors and the shring and appears to pay or resimilarity to shring recording or stampless or taxes anality from the tong or recording any such instrument or statement by consistent of tessors and appears to pay or reimburse bearer of any fling, recording or stampless or taxes anality from the tong or recording any such instrument or statement lessors and at its expense protect and defend beasor's tide against all persons delivered by the state of the state
- acquire nite to or owners no any or the Equipment in good operating condition, repair and appearance, and protect the same from detendration, s. CARE AND USE OF EQUIPMENT: Lessee shall maintain the Equipment in good operating condition, repair and appearance, and protect the same from detendration, other than normal water and tear; shall use the Equipment in the regular course of business ordy, within the capacity, without at iso, and in a manner consemblated by other than normal and rules with respect to the use, maintenance and operation in the Equipment (other than normal operating a maintenance of the Equipment to really as to charge its property of the Lessee) without the prior written consent of the Lessee, which shall not be unit onably withheld, shall not so affix the Equipment to really as to charge its relative to the result interest in the Equipment of the Equipment property of the Lessor) without the prior written consent of the Lesser, which shall not be unit shall not shall not
- 5. NET LEASE: TAXES: Lessee intends the rental payments hereunder to be net to Lessor, and Lessee shall pay all safes, use, excise, personal property stamp, document U. AREA LEARCH LARGO: Lessee intends the rental payments nereunder to be net to tlessor, and Lessee shall pay all sales, use, excise, personal property stamp, documentary and ad valorem taxes, license and registration fees, assessments, lines, penalties and other charges imposed on the ownership, possession or use of the Equipment during the term of this lease; shall pay all taxes (except Federal or State net income taxes imposed on Lessor) with respect to the rental payments hereunder, and shall reimburse Lessor upon demand for any taxes paid by or advanced by Lessor. Unless otherwise agreed to in writing by Lessor, Lessor shall pay all personal property tax with respect to the Equipment and Lessee shall reimburse Lessor therefore upon demand.
- 7. INDEMNITY; Lessee shall and does hereby agree to indemnify and save Lessor its agents, servants, successors and assigns harmless from any and all liability, damages or loss, including reasonable counsel feet, arising out of the ownership, selection, beasing, renting, operation (regardless of where, how and by whom operated) control, use, condition (including but not limited to latent and other defects not discoverable by Lessee), maintenance, delivery and return of the Equipment. The indemnities and obligations herein provided shall continue as full force and effect notwithstanding termination of the Lease.
- and obligations nerein provided shall continue in this lorce and effect notwinstanding termination or the Lease.

 8. INSURANCE: Leases shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the replacement cost of the Equipment. The amount of such insurance shall be sufficient so that neither Lessor nor Lessee will be considered a coinsurer. Lessee also shall carry public hability ensurance, both personal injury and property damage, cowing the Equipment. All such casualty insurance shall provide that losses, if any, shall be payable to lessor, and insurance shall include Lessor as named insured, Lessee shall pay the premiums for such insurance and upon request deliver to Lessor satisfactory evidence of the insurance coverage required hereunder. The proceeds of such insurance payable as a result of loss or of damage to any item of the Equipment shall be applied to satisfy Lessee's obligations as set forth in paragraph 9 below. Lessee hereby Interocably appoints Lessor as Lessee's attorney-in-fact to make claim-for, receive payment of and execute and endorse elf-documents, checks or drafts received in nayment for loss or of damage under any such insurance policy.
- and execute and endorse ell documents, checks or drafts received in cayment for loss or damage under any such insurance policy.

 9. RISK OF LOSS: Lessee hereby assumes the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever during the term of this lesse and thereafter until redelivery to Lessor. In the event of loss, damage or destruction of any item of Equipment, Lessee at its expense (except to the extent of any spoceeds of insurance provided by Lessee which shall have been received by Lessor as result of such loss, damage and destruction), and at Lessor's option shall either dispersions of the previous condition, unless damaged beyond repair, or (b) replace such item with a like item acceptable to Lessor, in good condition and of equivalent value, which shall become property of Lessor, included within the term "Equipment" as used herein, and lessed from Lessor herewith for the balance of the full perm of this lesse, or (c) pay Lessor all unpaid rental as may be allocated to such item plus Lessor's anticipated value of the Equipment present valued to the date of less at eight lesser and provided by the part of the date of less at eight lesser and provided by the part of the date of less at eight lesser and provided by the part of the date of less at eight lesser and provided by the part of the date of less at eight lesser and provided by the part of the lessor in effecting such compliance on behalf of Lessee upon ten (10) days prior written notice to Lesser. In such event, all monies expanded by, and each expenses of Lessor in effecting such compliance, shall be deemed to be additional rental, and shall be paid by Lessee to Lessor at the time of the next monthly payment of Lesser in effecting such compliance, shall be deemed to be additional rental, and shall be deemed to be additional ren
- or Lessor in effecting such compilance, shall be deemed to be additional rental, and shall be paid by Lessee to Lessor at the late of the fall term thereof; and 11. LEASE IRREVOCABILITY AND OTHER COVENANTS AND WARRANTIES OF LESSEE; Lessee agrees that this lease is irrevocable for the full term thereof; and Lessee's obligations under this lease are absolute and shall continue without abatement and regardless of any disability of Lessee to use the Equipment or any Dart thereof because of any reason including but not limited to war, act of God, governmental regulations, strike, loss, damage, destruction, failure of or delay in delivery, failure of the Equipment to operate properly, termination by operation of taw, or any other cause.
- 12. DEFAULT: If any one of the following events (each an "event of default") shall occur, then to the extent permitted by applicable law, Lessor shall have the right to exercise 12. DEFAULT: If any one of the following events (each an "event of default") shall occur, then to the extent permitted by applicable law, Lessor shall nave the right to exercise any one or more of the remedies set forth in Paragraph 13 below, (a) Lessee fails the pay any rental or any other payment hereunder when due, and such failure continues for live (5) days, or (b) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (c) a receiver, trustee, conservator or liquidator or Lessee or of all or a substantial part of its assets is appointed with or without the application or consent of Lessee or (d) a petition is filed by or against Lessee under the Bankruptcy Code of any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or (e) Lessee fails to pay when due any indebtedness to Lessor arising independently of fails Lessee and such failure continues for five (5) days, or (f) Lessee breaches any other covenant, warranty or agreement hereunder, and such breach continues for the other laws after written notice thereof continues for ten (10) days after written notice thereof.
- continues for ten (10) days after written notice thereof.

 13. REMEDIES: If an event of default shall occur as described in subparagraph (a) through (e) in Paragraph 12 herein above, Lessor may, at its option, at any time to the extent permitted by law (a) declare the entire amount of unpaid rental for the balance of the term of this lease Immediately due and payable, whereupon Lessee shall become obligated to pay to Lessor forthwith the total amount of the unpaid rental for the balance of sald term plus Lessor's anticipated residual value of the Equipment present valued to the date of default at five (8%) percent per annum, (b) Lessor's reasonable attorney's fees and court costs, including appeals, and (c) without demand or legal process, enter into the premises where the Equipment may be found and take possession of and remove the Equipment without liability for s. The taking, Lessor may self or otherwise dispose of any such Equipment at private or public sale. In the event Lessor takes possession of the Equipment, Lessor shall give Lessee credit for any sums received by Lessor from the sale or rental of the Equipment atter deduction of the expenses of sale or rental and Lessor's remedies, including all collection expenses, all expenses of repossessing, storing, shipping, repairing and selling the Equipment, (b) interest on all sums due Lessor from the date of default until paid at the rate of one and one half one half collection expenses, all expenses of repossessing, storing, shipping, repairing and selling the Equipment, (b) interest on all sums due Lessor from the date of default until paid at the rate of one and one half one half collection expenses of the permonth, but only to the extent permitted by law, and Lessor and Lessor demanded the difficulty in establishing a value for the unexpired lease form and owing to such difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty.
- 12%) percent per month, but only to the extent permitted by law, and tessor and tessor and of damages and are not to be deemed a forfeiture or penalty, not to such difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty.

 If an event of default shall occur as described in subparagraph (f) in Paragraph 12 above, Lessor's remedy shall he limited to the amount of any loss suffered by Lessor as a consequence of said default.
- as a consequence of said default.

 Whenever any payment is not made by Lessee when due hereunder, I essee agrees to pay to Lessor, as an administrative payment to offset Lessor's collection expenses not later than one month thereafter an amount calculated at the rate of five cents per one dollar of each such delayed payment, but only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by Lessee as a result of exercise of any of the remedies herein provided.

 All remedies of Lessor hereundar are cumulative, are in addition to any other remedies. To vided for by faw, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any other remedy, No lailure on the part of the Lessor to expraise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this lease. If it is determined by a court of competent jurisdiction that this lease constitutes a security transaction, Lessor's recovery shall in no event exceed the maximum permitted by law.
- 14. ASSIGNMENT: Lessor may, without Lessee's consent, assign or transfer this lease or any Equipment, rent, or other sums due or to become due hereunder, and in such event Lessor's assignee or transferee shall have the rights, power, privileges, and remedies of Lessor herbunder. Upon such assignment Lessee agrees not to assert, as against Lessor's assignee, any defense, setoff, recoupment, claim or counterclaim, that Lessee may have against Lessor whether arising transaction or otherwise. Lessee shall not assign this lease or any interests hereunder and shall not enter into any sublease with respect to the Equipment covered hereby without Lesson's prior written
- 15. RETURN OF PROPERTY: Upon the termination or expiration of this lease, or any extension thereof, Lessee shall forthwith deliver, freight prepaid, the Equipment to Lessor, at an address designated by Lessor, complete and in good order and condition, reasonable wear and tear alone excepted. Lessee shall also pay to Lessor such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment. If upon such expiration or termination Lessee does not immediately return the Equipment to Lessor, the Equipment shall continue to be held and leased hereunder, and this lease shall thereupon be extended indefinitely as to term at the same monthly rental, subject to the right of either Lessee or Lessor to terminate the lease upon thirty (30) days written notice, whereupon tessee shall forthwith deliver the Equipment to the Lessor as set forth in this paragraph.
- Equipment to the Lessor as set forth in this paragraph.

 16. MISCELLANEOUS: This lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except by a writing signed by an executive officer of Lessor. This lease shall be binding when accepted in writing by Lessor and shall be governed by the laws of the State of Florida. Lessee agrees that all actions or proceedings instituted by Lessor or Lessee hereunder, shall, at Lessor's option, be brought in a court of competent jurisdiction in Broward County Florida. Lessee waves, insolar as permitted, trial by jury in any action between the parties. Lessor and Lessee intend this to be a valid and subsisting legal document, and agree that no provision of this lease which may be deemed unenforceable shall in any way invalidate any other provisions of this lease, all of document, and agree that no provision of this lease which may be deemed unenforceable shall in any way invalidate any other provisions of this lease, all of which shall remain in full force and effect. Any notice intended to be served hereunder shall be deemed sufficiently sent by regular mail, postage prepaid, addressed to the which and terminating the force and effect. Any notice intended to be served hereunder shall be deemed sufficiently sent by regular mail, postage prepaid, addressed to the which and terminating the provision of the behalf of the provision of the party at the addressos contained herein. This lease shall be binding upon the parties, their successors, legal representatives and assigns.

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	AL CODE STATEM	TE OF FLORIDĀ ENT OF CHANGE	FOR	IM UCC-3 (REV. 1993)
liform commerci				
Debtor (Last Name First if an i	. This Statement of Change is presented to	a filting officer pursuant to the L	Inform Cominiercial Code:	I cont
Health Crisis Net			59-2564198	
. Mailing Address .		To. City, State		7d_Zip Gode
5220 Biscayne Blv		Miami, Fl		33137
Additional Debter or Trade Na	ume (Last Name First if an Individual)		2a. Dale of Sirth or	FEI
. Mailing Address	· -	2c. City, State		2d. Zip Code
Secured Party (Last Name Fir				
Gibraltar Bank, F Maling Address	SB	3b. City, State		3c. Zip Code
18590 N.W. 67th A	We	Miani, Flori	lda	33015
Additional Secured Party (Las	ot Name First II an Individual)			
. Mailing Address	• .	4b. City, State		4c. Zip Code
A. []. Continuation - B. []. Release - C. [] Full Assignment -	riginal Financing Statement bearing file m The original Financing Statement between the Detro The Securet Party release the collateral described a LIEN AGAINST DESTOR. All of the Secured Party's rights under the Financing	ir and Secured Party bearing the 16e in In Block 7 below from the Financing St	umber stows above is continued. Internetiseeting the So number above	
D. Partial Assignment -	Same of Secured Party's right studer the Financing S subject to the straightment is also above in Block 7.	raisment have been assigned to the se	-	
E. Amendment - E. Termination -	The Financing Statement learning the file number shi The Secured Party no longer claims an interest unde	own above is amonded as set forth fo		re regelements.)
r. L. Lettiankton -	TOG SACKART SALES NO HIGGER CIBELS BY SUCCESS INC.		P 1149 TOURNOUS BODOWT, EDIOVER.	
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Ghange Debtor'	sed or assigned, Assignee name and address to: The Blvd.	ess, or amendment. Use add	dilonal sheet(s) if necessary age Secured Party 10 S. Biscayne Bi	r's address to: wd., Suite 2850
Description of collateral release. Change, Debtor*	sed or assigned, Assignee name and address to: The Blvd.	ess, or amendment. Use add	ditional sheet(s) if necessary age Secured Party 10 S. Biscayne Bi land, Florida 33	7's address to: 19d., Suite 2850 1131 12251-3 6/97-01088-018
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Schedule 6(i) Litigation of HCN

None, as per search report..



CSC - TALLAHASSEE 1201 HAYS STREET TALLAHASSEE FL 32301

800-342-8086 850-222-0393 FAX

SEARCH REPORT

DATE: May 6, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ

SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-010

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

As requested, a search has been performed in the following jurisdiction(s), looking for outstanding judgments and pending suits filed against the above named debtor.

Jurisdiction: FL - DADE COUNTY

Updated From:

Thru Date: April 26, 1998

Judgments: CLEAR

Jurisdiction: FL - DADE COUNTY

Dade County . .

Updated From:

Thru Date: April 26, 1998

Number of Years: 10

Pending Suits: CLEAR

Please note the responsibility for verification of the files and determination of the information therein lies with the Filing Officer; we accept no liability for errors or omissions.

Schedule 6(j) Labor Relations; Employee Benefit Plans of HCN

Employee Benefits attached, including Vacation/Sick Liabilities.

Consulting Agreements attached.

HEALTH CRISIS NETWORK BENEFIT SUMMARY

MEDICAL INSURANCE

Carrier:

Health Options, Inc.

Description:

Choice of Health Options HMO or, at additional cost,

Electeare 100 plan

DENTAL INSURANCE

Carrier:

Guardian Life Insurance Company

Description:

Dental PPO plan offering high benefits

LIFE INSURANCE

rrier:

UNUM Life Insurance Company

Description:

All Employees covered for \$20,000 Life Insurance

SHORT TERM DISABILITY INSURANCE

Carrier:

UNUM Life Insurance Company

Description:

After 31 day elimination period, plan pays 60% of Salary

for up to 9 weeks

LONG TERM DISABILITY INSURANCE

Carrier:

UNUM Life Insurance Company

Description:

After 90 day elimination period, plan pays 60% of Salary

HEALTH CRISIS NETWORK

DEDLIC	~~~
DEDUC	TIBLES

Annual Deductible

CO-PAYMENTS

Doctor's Visits

PCP or physician office visit

Specialist's Visits

In-Patient Hospitals

Emergency Room Services

Prescription Drugs/Part. Pharm.

Brand Name Drugs Generic Brand Drugs

Maternity Services

OUT-OF-POCKET LIMITS

(Excluding Deductibles and copayments)

Per Calendar Year

LIFETIME MAX BENEFIT

Option I HMO	000000000000000000000000000000000000000	a Electrore 100 Out-of-Setwerk Traditional Benedius**
N/A	None	\$300
\$5/visit	\$5/visit	80% after \$300 Deductible
\$5/visit	\$5/visit	80% after \$300 Deductible
No Charge	No Charge	80% aft \$300 Per Adm Ded & Cal Yr. Ded.
\$25/visit	\$25/visit	80% after Deductibles
\$10	\$10	\$10
\$5	\$5	\$5
Same As Any	Same As Any	Same As Any
, Illness	Hiness	Iliness
\$1,500	\$1,500	\$2,000
Unlimited	Unlimited	\$1,000,000

^{*}Referral required by Health Options Primary Care Physician

^{**&}quot;Out-of-Network benefits apply any time HMO network and requirements not used Any physician or facility may be used, but if not in "BC/BS Traditional" network, employee would be responsible for any amount over "Usual and Customary" Under this option Pre-certification is responsibility of patient.

	HEALTH OPTIONS ELECT CARE PLAN 100	0
	ОМН	Traditional
Deductible - Per Person	Not Applicable	\$300
Copay/Coinsurance	\$5 Copay	20% (Traditional Program Pays 80% Of Allowance)
Out-of-pocket Maximum	\$1,500 Single; \$3,000 Family Aggregate*	\$2,000* Per Person
Per Admission Copay/Deductible	\$0 Copay**	\$300
Benefit Period	Calendar Year	Calendar Year
Lifetime Maximum	Unlimited	\$1,000,000
I. Physician/Specialists	\$5 Copay	Deducible & Coinsurance
Outpatient Surgery in Physician's Office	\$5 Copay	
II, Hospital		
A. Outpatient Hospital & Surgical Centers	\$0 Copay	Deductible & Coinsurance
B. Inpatient	\$0 Copay**	Deductible, Coinsurance & Per Admission Deductible**
C. Emergency/Accident	\$25 Copay	Deductible, Coinsurance & Per Admission Deductible**
III. Other	William was a managarage	
A. Preventive		
1. Mammogram	\$0 Copay on Referral	Deductible & Coinsurance
2. Annual Gynecological Exam	\$5 Copay***	Not Covered
3. Well Child	\$5 Copay	Coinsurance Only, 18 Visits
4. Periodic Health Assessment	\$5 Copay	HMO Providers Only
B. Skilled Nursing Facility	\$0 Copay**	Deductible & Coinsurance
	60 Days Per Calendar Year Cor	60 Days Per Calendar Year Combined HMO and/or Non-HMO
C. Home Health	\$0 Copay	Deductible & Coinsurance, \$1,000 Per Calendar Year
D. Hospice	\$0 Copay	Deductible & Coinsurance, \$5,200 Maximum Benefit
E. DME & Prosthetics	\$0 Copay	Deductible & Coinsurance
F. Ambulance	\$0 Copay	Deductible & Coinsurance
G. Allergy		
1, Office Visit	\$5 Copay	Decluctible & Coinsurance
2. Injection Including Serum	\$7 Copay	Deductible & Coinsurance
II. Organ Transplants - Non-investigational	\$0 Copay**	Not Covered
 Infertility Services Medical Testing Only 	\$0 Сорау	Not Covered
J. Services Outside Service Area	Emergency Only	Deductible, Coinsurance & Per Admission Deductible**
K. Pre-existing Conditions	Not Covered For 12 Months For Mem	Not Covered For 12 Months For Members Not Covered By The Prior Carrier
L. Application After Member's Initial Eligibility	Medical Statement A	Medical Statement Application Required
IV. Mental Health		
1. Outpatient	1st Visit, \$0 Copay; Visits 2-20, \$30 Copay Per Visit	
2. Inpatrient	\$0 Copay, 30 Days Per Calendar Year**	Not Covered
3. Partial Hospital	Not To Exceed Cost of 30 Inpatient Days Per Calendar Year	
V. Alcohol and Drug Abuse	\$0 Copay, Emergency Detoxification Only	Not Covered

HIND COPAYMENTS DO NOT ACCUMULATE TOWARD THE NOW NETWORK OUT OF POCKET MAXIMUM AND VICE VERSA. "ALL INPATIENT ADMISSIONS MUST BE CERTIFIED. MEMBER RESPONSIBLE. "EXAM PROVIDED AT HIND PARTICIPATIND ORIGINS ONLY NO REFERBAL NEEDED.

HEALTH CRISIS NETWORK GUARDIAN POINT-OF-SERVICE DENTAL PLAN Plan X-2

Effective January 1, 1997

PREVENTIVE	BASIC	MAJOR
Oral Examinations	Laboratory Tests	Gold & Porcelain
		Fillings & Crowns
X-Rays	Fillings: Amalgam	Installation of
	Silicate	Bridgework &
	Acrylic	Dentures
Teeth Cleaning	Root Canal	
Emergency	Repair &	
Treatment	Maintenance of	
	Bridgework &	
	Dentures	
Fluoride Treatment	Periodontal Services	
for Children		
Space Maintainers for	Extractions & Other	
Children	Oral Surgery	
Sealants for	Stainless Steel &	
Children	Acrylic Crowns	
	Anesthesia	

DESCRIPTION OF BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Calendar Year		
Deductible	\$50	\$100
Deductible Waived		
For Preventive		
Services	YES	NO
Preventive	100%	80%
Basic	90%	80%
Major	60%	50%

ANNUAL MAXIMUM: \$1,000

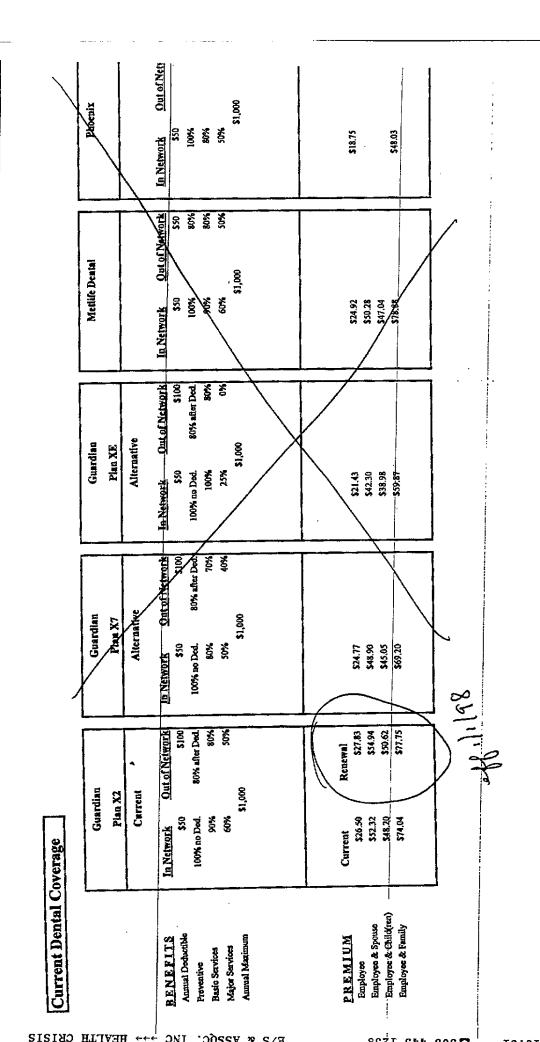
NO WAITING PERIOD FOR ANY BENEFITS. ALL SERVICES ARE COVERED ON THE EFFECTIVE DATE.

This is just a summary of benefits, to determine what amount will be paid, pre-determination of benefits should be submitted to Guardian by your dentist.

EDBROOKE/STELCNER AND ASSOCIATES, INC.

GROUP DENT BENEFIT AND RATE COMPARISON Prepared for

Health Crisis Network



700 D

HEALTH CRISIS NETWORK

C00 73

101	714											
	Ontion 1 HMO	ion*	S132.63 S250.95 S267.00 S386.24	\$6,474.65	•	\$132.63 \$0.00 \$0.00 \$0.00	\$5,968.35	\$71,620.20	If in HMO	\$0.00 \$118.32 \$134.37 \$253.61	\$306.30	\$6,075.60
	Flactoure 100		Alternative \$155.31 \$293.86 \$312.65 \$452.27		See Note	\$0.00 \$0.00 \$0.00	· · · · · ·		If in Electrare	\$22.68 \$161.23 \$180.02 \$319.64	\$660.89	87,930.68
	100	Renewal	\$155.31 \$293.86 \$312.65 \$452.27	08.182,78		\$155.31 \$0.00 \$0.00 \$0.00	\$6,988.95	\$83,867.40		\$0.00 \$138.55 \$157.34 \$296.96	\$592.85	\$7,114.20
		Electrare 100 Current	\$141.98 \$270.05 \$285.64 \$413.70	\$6,932.55		\$141.98 \$0.00 \$0.00 \$0.00	\$6,389.10	\$76,669.20		\$0.00 \$128.07 \$143.66 \$271.72	\$543.45	\$6,521.40
		Total Medical Costs	Employee Oaly . Employee & Spouse Employee & Children Employee & Children	Monthly Premium	Employer Contribution	Employee Only Employee & Spouse Employee & Children Employee & Children	Meathly Employer Contrib	Annual Employer Contrib.	Employee Contribution	Employee Only Employee & Spouse Employee & Children Employee & Children	Monthly Kaployee Coatrib.	Annual Employee Contrib.

Note: HCN Pays 100% of employee costs for HMO. Employee choosing Elect pays difference for employee only and any dependents to be covered

*Dual Option premium based on the assumption that 30% of the youngest employees will enroll in Health Options HMO. Final Rates Based on Actual Enrollment

MAY 11 '98 16:52 FROM: HEALTH CRISIS NETWORK

VACATION PAY SCHEDULE FISCAL YEAR ENDED 1998

Date: 05/11/1998

EXEMPT

Page:

ENPLOYEE NAME	VACATION AVAILABLE	HOURLY RATE	VACATION \$\$\$
**************	************		************
		-	•
ANDERSON-HANNA, TANEK	33.98	10.00	439.77
AVENDANO, RODRIGO A.	27.72	12.98 28.85	799.72
BAY JAMES A	70.86	16.44	1165.10
BENNETT LARK	57.36	23.08	1323.69
BRIGNOL, HANCY	71.08	14,90	1059.37
BROWN, CYNTHIA J.	9.24	14.90	137.71
BUSTAHANTE, DAVID A	84.62	13.75	1163.52
BUSTANANTE EL IZABETH	49.86	10.82	539.35
BYRD, RODNEY D	-19.60	25.00	-490.00
CALDERON, ANGELA	77777	11.54	462.06
CRUZ.MARIA E.	39.12	11.30	441.98
DIFFENDERFER, SCOTT	32.34	12.98	419:77
DITTEMBERFER, 30011	, 4 2.15.	12.79	413.11
FORREST, DAVID W.	75.76	14.45	
		14.42 20.43	1092.70
HERNANDEZ, MARIA L	100.10 79.78	13.22	2045±04 1054.78
HICKS, GLENDA Y.	· · · · ·	28.85	
HORSTMAN, DAVID	27.72	20.85 11.54	799.72 106.62
HOUST BUILDING TO		11:34 	100.02
LOCKS , LAUREN	41.58	16.11	669 85
MARCUS, JOEL D	41°258 89.50	16.83	1506.01
MIRAGLIA, SALVATORE	80.00	26,44	2115.38
MITCHELL, JAMES	60.06	13.94	837.37
MOLDOVAN, TODO A	35.50	13.22	469.35
MORENO, CONSUELO	162.92	13.22	2153.99
HOKERO LCONSUELO	102.74	13.22	\$102.33
OROZCO ALINA C	57.81	16.08	929.31
ORTIZ,PEDRO A	78.63	11.54	907.27
PAMPHILE, NATALIE A.	110.88	11.54	127.9.55
PEREZ, FRANKIE		16.11	1437.66
RESTREPO, ONAR	-89 -24 ·	11.54	142.62
RICHARDSON, CAROLYN P	40.04	11.54	462.06
RIGG, JOHN DAVID	80.00	17.46	1396,89
ROBLEDO, GILBERTO	83.5Z	12.02	1003.85
RODRIGUEZ, MEDARDO A	120,12	13.45	1615.64
UODUTONETIUENHUNG N	754,15		
VELAZQUEZ, CARHEN L	A 92	0.50	0.00
	0.26	10.82	2.81
WEARE, JEANNE C.	89.19	13.22	1179,19

Total Liability

\$29,744.92

MAY 11 '98 16:53 FROM: HEALTH CRISIS NETWORK

VACATION PAY SCHEDULE FISCAL YEAR ENDED 1998 NON EXEMPT

Oate: 05/11/1998

- Page:

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EMPLOYEE NAME	VACATION AVAILABLE	HOURLY RATE	VACATION \$\$\$
AUGELLO, PÉTRINA A.		8.00	0.00
CARROLL, CECILY C.	1.89	7,25	` 13.70
CHAVEZ, ISMARA	55.77	8.17	455.64
CIFUENTES FELIPE	18.17	11.78	214.04
• •		7.00	0.00
	•	25.00	0.00
DELGADO, CYNTHIA D	6.56	10.49	68.81
ESPARZA ELAYNE N.	64.65	7.43	480.35
.*			0.00
		- '	9.00
			0.00
	-r	• • • • • • • • • • • • • • • • • • • •	0.00
•	104:64	10.48	1096.,63
LAMBRIGHT RICHARD N	9775	20.00	1955.00
			0.00
MARTINEZ, EMELINA	94.16	11.35	1068.72
		A 7. %	0.00
			0.00
س. و. سه په ۱۰۰۰			0.00
rīvera,jose	81.61	10.10	824.26
'		•,	- '0,00
=	40.04	8.00	320.32
ROYALS.VICKIE F	1		0.00
•	• .	r w was	0.00
	# 2. C	-8,00	0.00
TILLMAN, ERNEST	26.02	8,27	215.19
TRAMMELL, KELLY A.	40.04	8.00	320.32

Total Liability

\$7,032.98

SICK PAY SCHEDULE FISCAL YEAR ENDED 1998 (4/19/98)

Date: 04/29/1998

EXEMPT

Page: 1

EMPLOYEE NAME	Sick AVAILABLE	HOURLY RATE	.Sick.: \$\$\$
ANDERSON-HANNA , TAMER	43_16	12.98	560,25
AVENDANO, RODRISO A.	35.76	28.85	1031.54
BAY, JAMES A	104.55	16.44	1719.04
BENNETT, LARK	80.00	23,08	1846.15
BRIGHOL, HANCY	43. 9 1	14.90	654.43
BROWN, CYNTHIA J.	46.86	14.90	698.40
BUSTAMANTE, DAVED &	120.06	13.75	1650.82
BUSTAMANTE, ELIZABETH	-2.69	10.82	-29.10
BYRD, RODNEY D	80,00	25.00	2000.00
CALDERON ANGELA	22.66	11.54	261.46
COLON, OSVALDO I	284.02	15.38	4369.54
CRUZ, HARIA E.	7,00	11.30	79.09
DIFFENDERFER, SCOTT	103.91	12.98	1348.83
FERRER IVETTE	-107-96	18.27	1972,25
FORREST DAVID W.	46.16	14.42	665.77
GAETANO, ANGELA M	443:14	20.43	9053 - 35
HERNANDEZ, MARIA L	44.46	13,22	587 .81
HICKS, GLENDA Y.	83.91	28.85	2420,48
HORSTHAN, DAVID	27.16	11.54	313.39
HUTCHESON IV SUMMER		0.50	
LOCKS, LAUREN	35.68	16.11	574.65 °
MARCUS, JOEL D	111.48	16.83	1875.86
Miraglia, salvatore	58.00	26.44	1533.65
HITCHELL JAMES	59.21	13.94	825.52
HOLDOYAN, TODO A	52.46	13.22	693.58
HOREHO, CONSUELO	104.90	13.22	1386.90
-OREH, JILL-A.		0.50	
OROZCO,ALINA C	176.98	16.08	2845.00
ORTIZ,PEDRO A	14,13	11.54	163.04
PAMPHILE, NATALIE A.		11.54	0.00
PEREZ, FRANKIE	-11.74	16.11	-189.08
-RESTREPO, LUIS-A	34.29	. 11.70	403.78
RESTREPO, OMAR	22.36	11,54	258,00
RICHARDSON, CAROLYN P	4.16	11.54	48.00
RIGG, JOHN DAVID	443.14	17.46	7737.22
ROBLEDO, GILBERTO	42.36	12.02	509.14
RODRIGUEZ, MEDARDO A	302.51	13.45	4068.84
WEILLEUX, KEVIN J.	- 15	0.50	9.00
VELAZQUEZ, CARMEN L	7.47	10.82	80.80
WEARE, JEANNE C.	51.21	13.22	677 .05

Sick Total

\$61,602.62

SICK PAY SCHEOULE FISCAL YEAR ENDED 1998

Data: 04/29/1998

NON EXEMPT

Page: 1

EMPLOYEE NAME	SICK AVAILABLE	HOURLY RATE	SICK 45
AUGELLO;PETRINA A:		8.00	0.00
CARROLL, CECILY C.	20.10	7.25	145.72
CHAVEZ, ISMARA	58.65	8.17	479.17
CIFUENTES, FELEPE	-5.5 7	11.09	-61.77
CLARKE, CIOTAINI		6.00	0.00
CORCHINAS, SERGIO E.		6.25	0.00
DAVIS, PATRICK ANDREW		25.00	0.00
DELGADO, CYNTHIA D	82.86	19.49	869.20
ESPARZA, ELAYNE M.	28.80	7.43	213.98
FINOTELLI, DANIELE		8.27	. 0.00
CFLOYD, DONOVAN-5		10,00	0.00
FRANK, HERRILL A		35,00	0.00
-GREWLICH, MIKE D.		6.50	0.00
JOHNSON, GREGORY A	388.35	10.48	4069 .9 1 .
LAMBRIGHT, RICHARD W	142.85	20.00	2857.00
HAIQUEZ HARIA L.		0.00	0.00
MARTINEZ, EMELINA	74.70	11.35	847.84
HOWAIR ACTE E		8.00	0.00
HILLER, ALESIA H		8,00	0.00
HOYA, ELIZABETH-	6.00	8,90	0.00
NELSON MARICHELLE CI	•	6.00	0.00
RIVERA, JOSE	229.45	10.10	2317,44
RODRIGUEZ, ALEJANDRO		10.25	0.00
RODRIGUEZ, ELVIRA C.	10.66	8.00	85.28
ROYALS . VICKIE-F		8.00	0.00
-SANTIAGO-LUCERO-P.		35.00	0.00
-SCOTT TERESA A.		8.00	0.00
TILLMAN, ERNEST	248.81	8.27	2057.66
TRANNELL KELLY A.	25,66	8.00	205,28
VALDES MATTE	- 66.76	7.64	425-63
HRIGHT, CYNTHIA		6.50	0.00

Sick Total

\$14,086.71



ADDITIONAL SICK TIME LIABILITY FISCAL YEAR ENDED 1998 EXEMPT AND NON EXEMPT 5/11/98

Pay out due for 1/2 of hours accrued over 400 hours in Sick halance, as of 11/1/97:

Angela Gaetano: Due for 86.09 hours @ \$20.43/hu - \$1,758.82

Greg Johnson: Due for 5.5 hours @ \$10.48/hr = \$ 57.64

David Rigg: Due for 168.66 hours @ \$17.46/hr = \$2.944.80

TOTAL CASH DUE FOR SICK TIME = \$4,671.26

AGREEMENT FOR PROFESSIONAL ENGAGEMENT

Agreement, made this 23rd day of September, 1997 between Kaufman, Rossin & Co., a Florida Professional Association, with offices at 2699 South Bayshore Drive, Miami, Florida 33133, (hereinafter referred to as the Firm) and Health Crisis Network, Inc., a Florida Corporation, doing business at 5050 Biscayne Boulevard, Miami, Florida 33137, (hereinafter referred to as the Client).

It is agreed as follows:

SERVICES

The Firm will perform an audit of the financial statements of the Client for the period ended June 30, 1997. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit. If, in the course of the audit, the Firm discovers factors preventing it from issuing an unqualified opinion on these statements, it will promptly discuss the alternatives with the Client.

The audit of the financial statements will be performed in accordance with generally accepted auditing standards and government auditing standards issued by the Comptroller General of the United States, as well as other audit standards required under the terms of contractual agreements. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement and include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

Based upon the audit, the Firm will issue its report on the financial statements, as well as other required compliance reports.

If an extension of services appears to be required, the Firm will do so but only after consultation with the Client.

The Firm shall also prepare required corporate income tax returns for the year.

2. TERM

This Agreement shall become effective immediately upon its execution, and shall terminate after the completion of all services described in Section 1 and payment of related charges.

It is recognized by the parties that outside the terms of the Agreement, the Firm is available to provide other services upon request by the Client. Such services shall be provided under the same terms and conditions as those covered by the Agreement unless documented by a separate Agreement.

CHARGES

Fees for this engagement will be based on the time spent by various members of the Firm's staff at regular professional rates. We do not anticipate the fees to exceed \$24,000. Any additional services such as assistance with examination by taxing or regulatory authorities, accounting services or consultation concerning financial matters requested during or after the term of this Agreement will also be billed at the regular professional rates for such services. All services will be billed monthly and shall be payable within ten (10) days of receipt of such billing. The Firm will be entitled to recover from the Client all reasonable attorney's fees and costs in connection with any litigation, regulatory investigation or inquiry that may arise out of this Agreement.

4. RESPONSIBILITIES

The services as described in Section 1 are designed to provide reasonable assurance that errors and irregularities that are material to the financial statements are detected. However, because of the characteristics of irregularities, particularly those involving forgery and collusion, a properly designed and executed audit may not detect a material irregularity. The Firm's audit is not specifically designed and cannot be relied on to disclose reportable conditions, that is, significant deficiencies in the design or operations of the internal control structure. However, if the Firm becomes aware of such reportable conditions it will communicate them to client.

The Client acknowledges its responsibility for the fair presentation of financial statements and income tax returns. The Client further acknowledges its responsibility for timely filing of the income tax returns, estimated tax payments and other items required to be paid on a timely basis such as pension or profit sharing contributions and expenses paid to certain related parties, if any.

5. CLIENT ASSISTANCE

In order for the Firm to work as efficiently as possible, it is understood that the Client's staff will provide certain working papers, information, or documentation which shall be discussed with the Client's personnel. The services will be completed in as timely a manner as possible consistent with the conditions of the engagement.

6. CONFIDENTIALITY

With respect to financial, statistical and personnel data relating to the Client's business which is confidential and which is submitted to or obtained by the Firm in order to carry out the Agreement, the Firm will instruct its personnel to keep such information confidential.

This Agreement shall be governed and its terms construed in accordance with the laws of the State of Florida applicable to contracts to be performed in that State. The waiver by any party hereto of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. This Agreement supersedes all proposals, oral or written, and all other communications between the parties relating to the engagement subject matter.

KAUFMAN, ROSSIN & CO., P.A.

2699 South Bayshore Drive

Miami, Florida 33]33

HEALTH CRISIS NETWORK, INC.

5050 Biscayne Boulevard Miami, Florida 33137

Date: Date:

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EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

Between

Larry Harmon, Ph.D. and Associates, P.A. (hereafter "LH")

and

Health Crisis Network (hereafter "Employer")

WHEREAS: LH has developed a counseling services program and has trained counselors to provide counseling services to the Employee's employees (hereinafter individually and collectively referred to as "Employees").

WHEREAS: Employer wishes to obtain a counseling services program to assist certain of its Employees.

WHEREAS: Employer wishes to purchase from LH the services provided by its program for certain of its Employees and LH wishes to sell such services to Employer.

NOW THEREFORE, the parties agree as follows:

- 1. Term: This agreement shall be in effect for a one-year term, from August 1, 1994 to August 1, 1995. If Employer wishes to exercise its renewal option, it shall give LH written notice of its intention to renew within thirty days of the expiration of the term then in effect.
- 2. Counseling: LH agrees to provide counseling services to full-time Employees designated by Employer. Such services shall include counseling for personal problems, including, but not limited to, chemical dependency, mental health, relationship problems, family problems, dealing with chronic illness, grief and loss, stress, and work difficulties. These services will include visits with a LH counselor to assess the problem, provide brief counseling or refer the individual if necessary to an appropriate community resource, and to follow-up with the Employees. Each Employee shall be entitled to up to three counseling sessions per twelve month period.

Should the counseling need exceed three sessions, or should covered participation be discontinued as a result of modification or termination of this agreement or termination of the employee, the individual may elect to convert to LH payment plan without interruption of services. In this event the individual shall be responsible for his/her own payment either on a self-pay and/or insurance basis or a combination of both. In the case of an Employee who is referred to another organization/individual for services which cannot be provided by LH, the Employee will be responsible for the cost of services using his/her financial

Health Crisis Network

Page 2

resources and/or medical insurance.

3. Management consultation: LH will be available for consultations with supervisory personnel concerning employees' behavior at work, and how best to facilitate intervention with an employee.

With respect to "Supervisory Referrals," the procedure will be as follows: when an employee's performance is below standards, the supervisor may call the EAP directly and make a referral. The employee then calls and makes an appointment for

an assessment and/or counseling.

Limited confidentiality is waived and HCN may receive basic information such as whether employee: came to counseling, is participating in counseling, whether he/she is following the basic recommendations.

- 4. Training: LH will provide on-site training to supervisory personnel in coordination with Employer. Such training shall include information about the EAP, its services, and any other aspects of management practice deemed appropriate at time of training. Training services shall also extend to employee orientations to the EAP.
- Confidentiality: LH will preserve the confidentiality of Employees' intake counseling, referral records and discussions. LH will not release confidential information to Employer or any third party, except:
 - Information permitted to be disclosed pursuant to a a. written release authorizing such disclosure, signed by Employee or representative thereof or
 - Such disclosure as is necessary incident to referring b. an Employee to another community resource, care provider or counselor.
 - Such information as LH is required to turn over pursuant to legal process and court order (and then only after prior notification to the employee patient that a request for his/her records has been made), or state statute and implementing agency regulations (including, but not limited to: Florida Statutes Chapter 490.0147 for psychologists and school psychologists; and Chapter 491.0147 for Clinical Social Workers, Marriage and Family Therapists, and Mental Health Counselors).
 - Where urgent treatment is required and no written đ.

Health Crisis Network

Page 3

release has been obtained, disclosure incidental to verification of insurance coverage and/or managerial care providers shall be authorized.

- 7. Program Coordinator: Employer will appoint a Program Coordinator, hereinafter referred to as "Coordinator" who will act as a liaison with LH to give exposure to and promote the utilization of the program by Employees. Employer will maintain a policy statement and a positive endorsement of the program and will provide facilities for and participate in training and other promotional activities of the program.
- 8. Insurance Information: Employer will provide LH with a copy of all Employer's current health and accident insurance policies, as well as other employee benefit information that will assist LH in making referrals for subsequent treatment. Employer will immediately notify LH of any and all changes affecting their insurance coverage of nervous/mental disorders and drug/alcohol dependency.
- 9. <u>Materials</u>: All materials including, but not limited to, audio-visual packages and training curricula developed by LH for use in connection with the EAP are not for publication or distribution outside of the Employer without LH's written
- 10. Quarterly Reporting: LH will provide to Employer a quarterly report on the use of the services. Said report will include the number of families using the service, the type of problems involved, sources of referral, and other descriptive data. In making such a report, names and other identifying information will not be used.
- 11. <u>Insurance</u>: The principles of LH agree to maintain during the period of this agreement professional liability insurance in the amount of no less than \$1,000,000 per occurrence/per year.
- 12. Fee for services: The charge to the Employer will be \$1581.25 to be billed quarterly in advance. Remittance is due within thirty (30) days of receipt of the invoice. The initial quaterly payment due to begin the program is \$395.31. The amount is based on 55 Employees who have been designated as eligible by the Employer. The employee population will be reviewed every 6 months to determine employee count; however, no adjustments in the program costs are presently contemplated unless total employee population changes by ten percent (10%). Employee assistence program utilization typically averages between 5% to 10% per year; in the event that utilization falls below or

Health Crisis Network

Page 4

exceeds reasonable usage then program costs may be re-negotiated by either party.

- 13. Termination: This agreement may be terminated for cause at any time by either party by giving the other party thirty (30) days written notice. Should either party terminate for cause, LH shall accept no new Employee Family referrals from Employer and shall, unless otherwise requested by Employer, use the subsequent thirty (30) day period following termination notice to complete any services that have been initiated by Employees.
- 14. Amendment: This Agreement may be amended only in writing and must be signed by both parties.
- 15. Legal: In the event of litigation, the prevailing party shall be entitled to reasonable attorneys fees and court costs, including those of appeal.

ACCEPTED:

BY:	Cechen	mi A.	hugy	ush		
Aut	horized	Represe	ntaeiv	e of	HCN	

Executive Director Title			7-29-94
*+070	,	•	Date

BY:

Larry Harmon, Ph.D.

President and Licensed Psychologist,

Larry Harmon, Ph.D. and Associates, P.A.

LH\sa go\legal\hcnagree.eap

Linkage Agreement

I. Agreeme _ Mercu	ent made this	<u> </u>	day of Feb	ruary 1998, betwee	n
Miami, Flor Biscayne E specifying linkages in coordinate	nda <u> </u>	i, Florida 3313 nitment to esta the delivery o ment services	37, for the purp ablish and main of timely, compr for eligible ind	ose of ntain formal rehensive,	
	ment is effective upon the availal			ember 31, 1999,	
				lanagement, Couns affected by HIV/AID	_ -

mere	y Ho	mital				
provides	Case	managen	rent mul	intronal (Courseline,	
		-	,		Rx drugs	
1)		1.445		· • • • • • • • • • • • • • • • • • • •	٥	

services to individuals and families affected by HIV/AIDS in Dade County, these two entities agree to adhere to the following code of ethics/operating principles over the next three years:

- A) Confidentiality.
- 1. Both parties to this agreement are committed to ensuring compliance with standards for client confidentiality in accordance with federal and state statutes.
- 2. Any exchange of client information for the purpose of arranging for or coordinating services for an eligible HIV+ individual, (including any fax transmissions between agencies), will be conducted in a confidential space in a manner which assures that the identity of the client is being protected. There will be no exchange of information without specific written authorization by the client or his/her legal representative.
 - B) Linkages and Referrals.
- 1. Both parties to this Agreement will adhere to the system-wide standards of care established for Ryan White Title I service providers in Dade County in order to eliminate duplication, reduce fragmentation and ensure the delivery of integrated, coordinated services for Ryan White clients.

C) Care Coordination.

- 1. Both parties to this Agreement will agree with the principle that whichever agency performs the basic intake and enrollment into case management services (including screening clients for their medical and financial eligibility for Ryan White Services) will remain that client's primary case manager, until and unless the client chooses to select a different case management provider to better suit his or her needs.
- 2. Where both parties to this Agreement are involved in the delivery of one or more services, (including Case Management, Psychosocial Services, Outpatient Substance Abuse Treatment) to the same client, the individuals responsible for carrying out the service plan for the client will confer with the primary case manager on a timely basis if (and when) circumstances develop which suggest the need for modification of the service plan or the need to improve the plan for coordination of service delivery between/across agencies.

D) Resource sharing.

Both parties to this agreement will provide information and support to each other, as appropriate to improve the quality of care and the coordination of services provided to clients receiving case management services. Such resources may include offering space for case conference meetings; sharing equipment, information or resources; offering cross-training for staff.

Periodic case conferencing.

Both parties agree to participate in treatment plan reviews every 90 days, at minimum, and periodic case conferencing, as appropriate, to facilitate the coordination of service delivery, maximize the use of existing resources and reduce/eliminate fragmentation.

III. Authorized Signatures: It is understood by and between the parties hereto that this agreement shall be deemed executory for the period thereof. It is further understood by and between the parties hereto that failure on the part of either party to maintain the linkages set forth in any paragraph or subsection of this agreement may result in the termination of the linkage agreement, given 10 days notice to either party,

Name
Executive Director
Organization

Blogs

Alludation

Glenda Hicks
Chief Executive Officer
Health Crisis Network, Inc.