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CORPORATION SERVICE COMPANY™

ACCOUNT NO. : 072100000032

REFERENCE : 417816 4612404

AUTHORIZATION : Patricia Piggott

COST LIMIT : $ 70.00

ORDER DATE : January 30, 2004

ORDER TIME : 11:48 AM

ORDER NO. : 417816-005

CUSTOMER NO: 4612404

CUSTOMER: Emil C. Marquardt, Jr., Esq
Macfarlane Ferguson & Mcmullen
Suite 200
625 Court Street
Clearwater, FL 33756

ARTICLES OF MERGER

*** FILE FIRST ***

HEARTCARE INSTITUTE OF TAMPA, P.A.

INTO

FLORIDA MEDICAL CLINIC, P.A.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd

EXAMINER'S INITIALS: _____

2/1/04

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
(Profit Corporation)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction	Document Number (If known/applicable)
Florida Medical Clinic, P.A.	Florida	P92000012357

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction	Document Number (If known/applicable)
HeartCare Institute of Tampa, P.A.	Florida	P93000080786

Third: The Plan and Agreement of Merger is attached.

Fourth: The merger shall become effective on February 1, 2004.

Fifth: The Plan and Agreement of Merger was adopted by the board of directors of the surviving corporation on November 24, 2003 and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) **(COMPLETE ONLY ONE STATEMENT)**

The Plan and Agreement of Merger was adopted by the board of directors and all of the shareholders of the merging corporation on January 28, 2004.

Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation	Signature	Typed or Printed Name of Individual & Title
Florida Medical Clinic, P.A.	By:	Paul E. Hughes, M.D., President
HeartCare Institute of Tampa, P.A.	By:	Peter J. Berman, M.D., President

PLAN AND AGREEMENT OF MERGER

OF

HEARTCARE INSTITUTE OF TAMPA, P.A.

AND

FLORIDA MEDICAL CLINIC, P.A.

This Plan and Agreement of Merger (the "Plan of Merger"), dated as of the 24 day of November, 2003, is entered into by and between HeartCare Institute of Tampa, P.A., a Florida professional corporation ("HeartCare" or "Merging Corporation") and Florida Medical Clinic, P.A., a Florida professional corporation ("FMC" or "Surviving Corporation"), with respect to the merger of HeartCare with and into FMC. HeartCare and FMC are sometimes referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, FMC was incorporated in the State of Florida on December 16, 1992, and is subject to the provisions of the Florida Professional Service Corporation and Limited Liability Company Act, as amended; and

WHEREAS, HeartCare was incorporated on November 22, 1993, and is also subject to the provisions of the Florida Professional Service Corporation and Limited Liability Company Act, and

WHEREAS, FMC and HeartCare deem it advisable and in their respective best interests to merge HeartCare with and into FMC (the "Merger"), pursuant to the applicable provisions of Florida law.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, being duly adopted and entered into by FMC and HeartCare, this Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth.

ARTICLE I

Merger of HeartCare with and into FMC

1.1 Merger. Subject to the provisions of this Plan of Merger, at the Effective Time (as hereinafter defined) of the Merger, HeartCare shall be merged with and into FMC, and FMC shall be the surviving corporation and shall continue to exist under its current name of Florida Medical Clinic, P.A. as a Florida professional corporation under the applicable provisions of Florida law. The separate corporate existence of HeartCare shall cease at the Effective Time of the Merger in

accordance with the provisions of Florida law. At the Effective Time of the Merger, the title to all property owned by Merging Corporation shall immediately and automatically, by operation of law, become the property of Surviving Corporation, without reversion or impairment, and all debts, liabilities and obligations of Merging Corporation shall become those of Surviving Corporation and shall not be released or impaired by the Merger. Surviving Corporation shall succeed in all respects to all of the rights and obligations of Merging Corporation. All rights of creditors and other obligees, and all liens on property of Merging Corporation shall be preserved unimpaired. Notwithstanding the foregoing, at any time(s) prior to the Effective Time, HeartCare may transfer its accounts receivable and/or any interests therein to one or more of its shareholders or any other person or entity.

1.2 Articles of Incorporation and Bylaws. The Articles of Incorporation, as amended and restated and attached hereto as Exhibit A, and Bylaws of Surviving Corporation upon the Effective Time of the Merger shall be the Articles of Incorporation and Bylaws of Surviving Corporation, and such Articles of Incorporation and Bylaws shall continue in full force and effect until further altered, amended or repealed in compliance with applicable law.

1.3 Name of Surviving Corporation. At the Effective Time of the Merger and pursuant to this Plan of Merger, the corporate name of Surviving Corporation shall continue to be "Florida Medical Clinic, P.A."

1.4 Continuation of Business. From and after the Effective Time of the Merger, the business of Merging Corporation shall be conducted by Surviving Corporation. The principal office of Surviving Corporation immediately prior to the Effective Time shall be the principal office of Surviving Corporation from and after that time.

1.5 Taking of Necessary Action. Prior to the Effective Time of the Merger, Merging Corporation and Surviving Corporation, respectively, shall take all such actions as may be necessary, appropriate or desirable to effect the Merger, including but not limited to obtaining all approvals required by the laws of the State of Florida and filing or causing to be filed and/or recorded any document or documents prescribed by the laws of the State of Florida. If at any time or times after the Effective Time of the Merger any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest Surviving Corporation with full title to all properties, assets, rights and approvals of Merging Corporation, the officers and directors of Surviving Corporation shall take all such necessary action.

1.6 Directors and Officers.

(a) All persons who, as of the date of this Plan of Merger are directors of Surviving Corporation shall continue to serve as such until their successors have been duly elected or appointed and qualified or until their tenure is otherwise terminated in accordance with the Bylaws of Surviving Corporation.

(b) All persons who, as of the date of this Plan of Merger, are officers of Surviving Corporation shall remain as officers of Surviving Corporation until their successors have been duly elected or appointed and qualified or their

tenure is otherwise terminated in accordance with the Bylaws of Surviving Corporation.

1.7 Authorization. The officers of Merging Corporation and Surviving Corporation, respectively, have been authorized to execute Articles of Merger on behalf of said corporations, respectively, in conformity with the provisions of Florida law; and the officers of Merging Corporation and the officers of Surviving Corporation are hereby authorized, empowered and directed to do any and all acts and things and to make, execute, deliver, file and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan of Merger or the Merger herein provided for.

1.8 Closing. The Closing contemplated by this Plan of Merger ("Closing") will be held at such time and on such date as shall be determined by the Parties (the "Closing Date"), at the offices of [_____, _____,] Florida, unless another place or time is agreed to by the Parties. In no event shall the Closing Date be later than December 31, 2003.

1.9 Closing Deliverables. On the Closing Date;

(a) Each of the Parties shall have received all consents and approvals necessary to consummate the Merger on the Closing Date and shall have delivered evidence of the same to the other Party.

(b) The certificates referenced in Sections 6.1, 6.6 and 6.7 shall have been delivered by each Party to the other Party

(c) Articles of Merger evidencing the Merger shall be executed and delivered by each Party, substantially in the form attached hereto as Exhibit B, which form is acceptable for filing with the Florida Department of State.

(d) HeartCare shall have delivered to FMC duly executed employment agreements and a counterpart signature page to Surviving Corporation's shareholders agreement, substantially in the forms attached hereto as Exhibits C and D, respectively, duly executed by for each of the HeartCare Shareholders (as hereinafter defined).

(e) All other documents necessary to consummate the Merger shall have been delivered and be in full force and effect.

ARTICLE II

Representations and Warranties of HeartCare

HeartCare hereby represents and warrants to FMC, which representations and warranties shall be true and correct on the date hereof, and on the Closing Date, as if then restated, as follows:

2.1 Organization, Qualification and Authority. HeartCare is a professional corporation duly organized, validly existing with an active status under the laws of the State of Florida. The nature of HeartCare's business does not require it to be licensed or qualified to do business as a foreign corporation in any jurisdiction. HeartCare has full right, power and authority (i) to own, lease and operate its assets as presently owned, leased and operated and to carry on its business as it is now being conducted, (ii) to enter into and perform its obligations under this Plan of Merger without the consent, approval or authorization of, or obligation to notify, any person, entity or governmental agency, and (iii) to execute, deliver and carry out the terms of this Plan of Merger and all documents and agreements necessary to give effect to the provisions of this Plan of Merger and to consummate the transactions contemplated on the part of HeartCare. The execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by HeartCare have been duly authorized by all necessary action on the part of HeartCare. Subject to third party consents and approvals referenced in this Plan of Merger, no other action on the part of HeartCare or any other person or entity is necessary to authorize the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith. This Plan of Merger and all other agreements and documents executed in connection herewith by HeartCare, upon due execution and delivery thereof, shall constitute valid and binding obligations of HeartCare, enforceable against HeartCare in accordance with their respective terms. HeartCare has no interests, direct or indirect, in any corporation, joint venture, general or limited partnership or any other entity, and HeartCare has no commitments to purchase or otherwise acquire any such interests.

2.2 Absence of Default. The execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by HeartCare will not constitute a violation of, or be in conflict with, and will not, with or without the giving of notice or the passage of time, or both, result in a breach of, constitute a default under or create (or cause the acceleration of the maturity of) any debt, indenture, obligation or liability for which HeartCare or its assets is bound, or result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of such HeartCare assets under: (a) any term or provision of the Articles of Incorporation or Bylaws of HeartCare; (b) any material contract, lease, purchase order, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which HeartCare is a party or by which HeartCare is bound; (c) any judgment, decree, order, regulation or rule of any court or regulatory authority; or (d) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which HeartCare is subject.

2.3 Litigation. To the best knowledge of HeartCare, HeartCare has not received notice of any violation of any law, rule, regulation, ordinance or order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including, without limitation, legislation and regulations applicable to the Medicare and Medicaid Programs, environmental protection, civil rights, and public health and safety and occupational health). To the best knowledge of HeartCare, except as set forth on Schedule 2.3, there are no lawsuits, proceedings, actions, arbitrations, governmental investigations, claims, inquiries or proceedings pending or threatened involving or related to HeartCare, its officers, directors, employees, or agents.

2.4 Compliance with Laws. HeartCare has complied with all material existing laws, rules, regulations, ordinances, orders, judgments and decrees applicable to its business or assets in all ways other than exceptions which in the aggregate have and will have only an immaterial impact on the business and its operations and prospects. To the best knowledge of HeartCare, there are no proposed laws, rules, regulations, ordinances, orders, judgments, decrees, governmental takings, condemnations or other proceedings which could, before or after Closing, materially and adversely affect HeartCare's business, financial or other condition, prospects or results of operations, or the assets of HeartCare. HeartCare has not made an illegal kickback, bribe or payment to any person or entity, directly or indirectly, for referring, recommending or arranging business or patients.

ARTICLE III

Representation and Warranties of FMC

FMC represents and warrants to HeartCare, which representations and warranties shall be true and correct on the date hereof, and on the Closing Date, as if then restated, as follows:

3.1 Organization, Qualification and Authority. FMC is a professional corporation duly organized, validly existing with an active status under the laws of the State of Florida. The nature of FMC's business does not require it to be licensed or qualified to do business as a foreign corporation in any jurisdiction. FMC has the full right, power and authority (i) to own, lease and operate its properties as presently owned, leased and operated and to carry on its business as it is now being conducted, (ii) to enter into and perform its obligations under this Plan of Merger without the consent, approval or authorization of, or obligation to notify, any person, entity or governmental agency, and (iii) to execute, deliver and carry out the terms of this Plan of Merger and all documents and agreements necessary to give effect to the provisions of this Plan of Merger and to consummate the transactions contemplated on the part of FMC. The execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by FMC have been duly authorized by all necessary action on the part of FMC. Subject to third party consents and approvals referenced in this Plan of Merger, no other action on the part of FMC or any other person or entity is necessary to authorize the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith. This Plan of Merger and all other agreements and documents executed in connection herewith by FMC, upon due execution and delivery thereof, shall constitute valid binding obligations of FMC, enforceable against FMC in accordance with their respective terms.

3.2 Absence of Default. The execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by FMC will not constitute a violation of, be in conflict with or, and will not with or without the giving of notice or the passage of time or both, result in a breach of, constitute a default under or create (or cause the acceleration of the maturity of) any debt, indenture, obligation or liability for which FMC or its assets is bound, or result in the creation or imposition of any security interest, lien, charge or other encumbrance upon any of the assets of FMC under: (a) any term or provision of the Articles of Incorporation or Bylaws of FMC; (b) any material contract, lease, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which FMC is a party or by which FMC is bound; (c) any judgment, decree, order, regulation or rule of any court or regulatory

authority; or (d) any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority or arbitration tribunal to which FMC is subject.

3.3 Financial Statements. True and complete copies of the unaudited Balance Sheets of FMC for the fiscal years ended December 31, 2002 and 2001, the related Statements of Operations for the periods then ended (collectively, the "FMC Financial Statements") have been delivered to HeartCare. The FMC Financial Statements present fairly and accurately in all material respects the financial position of FMC, the results of its operations and all costs and expenses for the periods specified, and are true and complete in all material respects and have been prepared in accordance with the books and records of FMC as of the date reflected therein. Except as set forth in the notes to the FMC Financial Statements, to the best knowledge of FMC, FMC has no contingent liabilities or obligations that would result in a material adverse effect.

3.4 Litigation. To the best knowledge of FMC, FMC has not received notice of any violation of any law, rule, regulation, ordinance or order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including, without limitation, legislation and regulations applicable to the Medicare and Medicaid Programs, environmental protection, civil rights, and public health and safety and occupational health). To the best knowledge of FMC, except as set forth in Schedule 3.4, there are no lawsuits, proceedings, actions, arbitrations, governmental investigations, claims, inquiries or proceedings pending or threatened involving or related to FMC, its officers, directors, employees, or agents.

3.5 Compliance with Laws. FMC has complied with all material existing laws, rules, regulations, ordinances, orders, judgments and decrees applicable to its business or assets in all ways other than exceptions which in the aggregate have and will have only an immaterial impact on the business and its operations and prospects. To the best knowledge of FMC, there are no proposed laws, rules, regulations, ordinances, orders, judgments, decrees, governmental takings, condemnations or other proceedings which could, before or after Closing, adversely affect FMC's business, financial or other condition, prospects or results of operations, or the assets of FMC. FMC has not made an illegal kickback, bribe or payment to any person or entity, directly or indirectly, for referring, recommending or arranging business or patients.

ARTICLE IV

Covenants of Parties Pending the Effective Time

4.1 Preservation of Business and Assets. From the date hereof until the Effective Time, each Party shall use its reasonable commercial efforts and shall do or cause to be done all such acts and things as may be necessary to preserve, protect and maintain intact its assets and operations as a going concern consistent with prior practices and not other than in the ordinary course of business. Each Party shall use its best efforts to obtain all approvals, consents and documents called for by this Plan of Merger. From the date hereof until the Effective Time, each Party shall use its reasonable commercial efforts to facilitate the consummation of the transactions contemplated by this Plan of Merger. Other than in the ordinary course of business or as otherwise contemplated by this Plan of Merger, or permitted by applicable laws or regulations, HeartCare shall not sell, discard, dispose of or move any of its assets prior to the Effective Time without the prior written consent of FMC, which shall not be unreasonably withheld.

4.2 Absence of Material Change. From the date hereof through the Effective Time, except as otherwise expressly provided herein, neither party shall make or authorize any material change in its business and operations, or enter jointly or separately enter into any other significant contract or commitment or any other transaction with respect thereto without the prior written consent of the other Party, which shall not be unreasonably withheld.

4.3 Access to Books and Records. From the date hereof through the Effective Time, each Party shall give the other Party and its counsel, accountants and other representatives reasonable access during normal business hours and upon reasonable notice to the offices, properties, books, contracts, commitments, records and affairs of such Party and shall furnish a copy of all documents and information concerning its properties and affairs as the other Party may reasonably request.

4.4 Good Faith. The Parties shall act in good faith and use their reasonable commercial efforts to satisfy all conditions to their respective obligations to close.

4.5 Preserve Accuracy of Representations and Warranties. The Parties shall refrain from taking any action which would render any representations and warranties contained in Articles II and III hereof inaccurate as of the Closing. The Parties will promptly notify each other of any lawsuits, claims, administrative actions, investigations, or other proceedings asserted or commenced against them, their directors, officers or affiliates, or the consummation of the transactions contemplated by this Plan of Merger. The Parties shall promptly notify each other of any facts or circumstances which any Party gains knowledge of, and which cause, or through the passage of time may cause, any of the representations and warranties to be untrue or misleading at any time from the date hereof to the Closing Date.

4.6 Maintain Books and Accounting Practices. From the date hereof until the Closing Date, each of the Parties shall maintain, and shall cause its books of account in the usual, regular and ordinary manner, on a basis consistent with prior years, and shall make no change in its accounting methods or practices.

4.7 No Merger or Consolidation. From the date hereof until the Effective Date, neither Party shall merge or consolidate with any other entity; solicit any inquiries, proposals or offers relating to disposition of its assets; and promptly notify the other Party orally of, and confirm in writing, all relevant details relating to inquiries, proposals or offers which it may receive relating to any of the matters referred to in this Section 4.7.

4.8 Current Return Filing. HeartCare shall be responsible for the preparation and timely filing of the federal, state and local income tax returns for all the tax periods ending on or before the Closing Date.

4.9 Performance. HeartCare and FMC shall take appropriate steps to satisfy its respective obligations and the conditions to Closing.

ARTICLE V

Effective Time of the Merger

The Parties shall execute and file appropriate Articles of Merger and such other or further documents as may be necessary or desirable in connection therewith, with the Secretary of the State of Florida in accordance with applicable laws. The Merger shall be effective upon the later of filing of the Articles of Merger by the Florida Department of State or 12:01 a.m. on ~~January 1,~~ 2004 (the "Effective Time"). Feb 1 2004

ARTICLE VI

Conditions To Parties' Obligations

The obligation of each of the Parties to effect each transaction contemplated hereby shall be subject to the fulfillment as of the Closing Date of each of the following conditions:

6.1 Representations; Warranties; Covenants. The representations and warranties contained in this Plan of Merger shall be true in all material respects when made, and on and as of the Closing Date; the other Party shall have complied with, carried out and performed all covenants and agreements required to be complied with, carried out and performed by them under this Plan of Merger; and each Party shall have delivered to the other Party a Certificate executed by an executive officer of each such Party confirming the foregoing.

6.2 No Material Adverse Change. Except as otherwise expressly provided herein, there shall have been no material adverse change in the results of operation, financial condition or business of either HeartCare or FMC, and neither HeartCare nor FMC shall have suffered any material change, loss or damage to its facilities or assets, whether or not covered by insurance.

6.3 Corporate Approvals. All required corporate approvals of each of the Parties to this Plan of Merger and the transactions provided for herein shall have been secured.

6.4 Governmental and Third-Party Approvals. All governmental approvals and consents necessary or advisable to complete each transaction contemplated hereby shall have been secured, any required waiting periods shall have elapsed, and any other consents and approvals as may be legally or contractually required shall have been secured.

6.5 Absence of Actions or Proceedings. No suit, proceeding or other action before any court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transactions provided for herein, and no governmental agency or body shall have taken any other action or made any request of any Party as a result of which the other Party reasonably and in good faith deems it to be inadvisable to proceed with the transactions provided for herein.

6.6 Certificate of Secretaries. HeartCare and FMC shall have exchanged certificates from their respective corporate secretaries certifying with respect to copies of resolutions adopted by the respective board of directors of the Parties authorizing the consummation of the transactions contemplated by this Plan of Merger and related documents, and certifying as to the incumbency

and genuineness of the signature of each officer thereof executing this Plan of Merger and any other documents delivered in connection herewith.

6.7 Active Status Certificates. HeartCare and FMC shall have exchanged copies of Articles of Incorporation and Active Status, all certified or issued by the Florida Secretary of State within thirty (30) days preceding the Closing Date.

ARTICLE VII

Termination And Abandonment

7.1 Termination. This Plan of Merger may be terminated and the transactions contemplated herein may be abandoned at any time prior to Closing as follows, subject however, to the provisions of this Plan of Merger:

(a) by mutual consent of the Parties; or

(b) by either Party (i) if any representation or warranty by the other Party is untrue in any material respect, (ii) if there has been a material breach of any warranty, covenant or obligation set forth in this Plan of Merger on the part of the other Party, which misrepresentation or material breach shall not have been cured prior to the Closing Date; or (iii) any condition precedent of the other Party has not been satisfied or complied with prior to or on the Closing Date.

7.2 Procedure for Termination. The Party terminating this Plan of Merger pursuant to Section 7.1 shall give written notice thereof to the other Party, whereupon Plan of Merger shall terminate and the transactions contemplated herein shall be abandoned without further action by any Party; provided, however, that if such termination is pursuant to Section 7.1(b) hereof, nothing herein shall affect the non-breaching Party's right to recover costs and expenses on account of such other Party's breach.

7.3 Costs and Expenses.

(a) In the event of termination of this Plan of Merger pursuant to Section 7.1(a), this Plan of Merger shall be null and void and no Party shall be liable to any other Party.

(b) In the event of termination of this Plan of Merger pursuant to Section 7.1(b), this Plan of Merger shall be null and void and the breaching Party shall be liable to the other Party for any costs, expenses or other obligations incurred by such other Party as a result of such breaching Party's violation to the extent set forth in Article VII of this Plan of Merger.

ARTICLE VIII

Indemnification

8.1 Indemnification by Parties. Each Party agrees to indemnify, defend and hold harmless the other Party, its officers, directors, representatives, shareholders and agents (each of which person or entity entitled to indemnification is hereinafter referred to as an "Indemnified Party"), solely against and in respect of (i) any loss, liability or damage suffered or incurred by reason of any matter whatsoever arising out of or relating to any materially untrue representation or material breach of any warranty, covenant or obligation under this Plan of Merger by the misrepresenting or breaching Party (the "Indemnitor"); and (ii) any costs and expenses (including attorneys' fees) incurred by any Indemnified Party in connection with any action, suit, proceeding, demand, assessment or judgment incident to any of the matters indemnified against as set forth above (collectively, (i) and (ii) are referred to herein as "Indemnifiable Damages").

Upon the written request of any Indemnified Party, the Indemnitor shall immediately assume the defense of any claim described in (i) above and shall engage and pay for legal counsel and such other professionals selected by the Indemnitor and reasonably acceptable to the Indemnified Party. Such legal counsel and other professionals shall regularly consult with and advise such Indemnified Party regarding the defense of the claim assumed by the Indemnitor hereinabove. It is intended that any defense provided by the Indemnitor hereunder shall be a common defense and there shall be no obligation on the part of the Indemnitor to provide and pay for separate counsel in the absence of a material divergence between the interests of the Indemnified Party or parties and the Indemnitor. If by reason of legal or ethical constraints, the Indemnitor is not permitted to assume the defense of any claim described in (i) above, the Indemnified Party or parties may engage legal counsel and such other professionals reasonably acceptable to the Indemnitor and the Indemnitor shall bear the reasonable costs thereof as contemplated in (ii) above.

8.2 Limitation on Indemnification by Indemnitor. All covenants, agreements and obligations to be performed prior to the Closing hereunder or under any of the terms of this Plan of Merger, all representations and warranties made herein and all indemnification obligations with respect to any such covenant, agreement, obligation, representation or warranty, shall terminate and expire five (5) years following the Closing Date. Nothing in this Section 8.2 shall relieve any Party from an obligation to indemnify either under state law or pursuant to the governance documents of such Party.

8.3 Procedures for Making Claims. If and when any of the Indemnified Parties desires to assert a claim for Indemnifiable Damages, such Indemnified Party shall deliver to the Indemnitor promptly after Indemnified Party's receipt or identification of such claim, a certificate signed by its President (the "Notice of Claim"), (i) stating the Indemnified Party has paid or accrued, or expects to be required to pay or accrue, Indemnifiable Damages for which it is entitled to indemnification pursuant to this Plan of Merger; and (ii) specifying (to the extent known) (A) the individual items of loss, damage, liability, cost, expense or deficiency included in the amount so stated, (B) the date each such item was paid or properly accrued, and (C) the nature of the misrepresentation, breach, or non-performance of other claim, to which such item is related. If the Indemnitor shall object to such Notice of Claim, it may deliver written notice of objection (the "Notice of Objection") to the Indemnified Party within ten (10) days after the delivery of the Notice of Claim. The Notice of Objection shall set forth in reasonable detail the grounds upon which the objection is based. If no

Notice of Objection shall have been so delivered within such ten (10) day period, the Indemnitor shall be deemed to have acknowledged the correctness of the claim or claim specified in the Notice of Claim for the full amount thereof, and the Indemnitor shall pay to the Indemnified Party, on demand, in immediately available funds, an amount equal to the amount of such claim or claims. If the Indemnitor shall make timely and proper objection to a claim or claims set forth in any Notice of Claim, and if such claim or claims shall not have been resolved or compromised within thirty (30) days from the date of the Notice of Objection, then such claims shall be settled by arbitration, in accordance with Section 8.4 of this Plan of Merger. The portion of any fees and expenses (including attorneys' fees) which represents the same percentage of such fees and expenses as the percentage obtained by dividing any amount awarded to the applicable Indemnified Party by the amount of the applicable claim, shall be paid by the Indemnitor. If, by arbitration, it shall be determined that the applicable Indemnified Party shall be entitled to any Indemnifiable Damages by reason of its claim or claims, the Indemnitor shall thereupon pay to the applicable Indemnified Party the Indemnifiable Damages in the identical manner as the same would have been paid if Indemnitor had not timely issued a Notice of Objection.

8.4 Arbitration. Any controversy, claim, counterclaim, defense, dispute, difference or misunderstanding arising out of or relating to the Notice of Claim procedures described in Section 8.3 of this Plan of Merger shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Such arbitration shall be conducted in Tampa, Florida. The arbitration shall be conducted before a panel of three arbitrators, one of whom shall be selected by the Indemnitor and one of whom shall be selected by the Indemnified Party. The third arbitrator shall be selected by the two arbitrators selected by the Indemnitor and Indemnified Party. All decisions of the arbitrator shall be final and binding on all parties. Except as set forth in Section 8.3 hereof, the fees and expenses of the arbitrators and any other costs related thereto shall be shared equally by the parties to such arbitration and each Party shall be responsible for its own costs in connection with the hearings before the arbitrators.

ARTICLE IX

Manner of Converting Stock

9.1 FMC. FMC has 4,868 shares of issued and outstanding common stock, which are held as follows:

Shareholder	Shares
Douglas Baska, D.O.	218
Jordan Baum, M.D.	100
Juan Cevallos, M.D.	100
Tawfik Chami, M.D.	100
Paul Citrin, M.D.	100
Mark S. Eisner, M.D.	310
Nancy Finnerty, M.D.	218
Paul E. Hughes, M.D.	310

Shareholder	Shares
Shahnaz Khan, M.D.	218
Todd LaRue, M.D.	218
Parag Pitroda, M.D.	100
Chandresh S. Saraiya, M.D.	310
David H. Sikes, M.D.	310
Amarilis Torres, M.D.	218
Athena Valencia, M.D.	100
William Ruiz, M.D.	100
Richard Schwab, M.D.	100
Alejandro Carvallo, M.D.	75
Emilio Dominguez, M.D.	75
Lowella Esperanza, M.D.	75
Eduardo Gonzales, M.D.	75
Richard Gray, M.D.	75
Ira Guttentag, M.D.	75
Joseph Hubaykah, M.D.	75
Barkat Khan, M.D.	50
Christopher Spanich, M.D.	75
Carl Graves, M.D.	75
Martin Maldonado, M.D.	75
John Tedesco, M.D.	38
Dominic Gonzalez, M.D.	75
Barry Frank, M.D.	75
Dennis Feldman, M.D.	75
Joseph Caradonna, M.D.	75
Hunter Eubanks, M.D.	75
Robert Gilbert, M.D.	75
Diana Calderone, M.D.	75
Christopher Garcia, M.D.	75
Stephen Raterman, M.D.	75
Lucretia Fisher, M.D.	75
Ronald Kawauchi, M.D.	75

Shareholder	Shares
Vijay Patel, M.D.	75

9.2 HeartCare. HeartCare has 428.57145 shares of issued and outstanding common stock, which are held (or immediately prior to the Effective Time will be held) as follows:

Shareholder	Shares
Hal J. Applebaum, M.D.	85.71429
Peter J. Berman, M.D.	85.71429
Arlene Lobo, M.D.	85.71429
Robert P. Medina, M.D.	85.71429
Thomas W. Woodrow, M.D.	85.71429

(collectively referred to herein as the "HeartCare Shareholders").

9.3 Shares of Surviving Corporation Stock. As of the Effective Time, all of such shares of common stock of HeartCare shall be canceled and upon the tender of the share certificates of such shares, each HeartCare Shareholder shall be issued a stock certificate representing his ownership interest in Surviving Corporation as follows:

Shareholder	Shares
Hal J. Applebaum, M.D.	75
Peter J. Berman, M.D.	75
Arlene Lobo, M.D.	75
Robert P. Medina, M.D.	75
Thomas W. Woodrow, M.D.	75

9.4 Appraisal Rights. Any shareholder of Merging Corporation has the right to dissent from this Plan of Merger and obtain payment of the fair value of his or her shares upon consummation of the Merger pursuant to procedures set forth in Florida Statutes, specifically including, without limitation, Florida Statutes §§ 607.1301 - 607.1333.

ARTICLE X

Miscellaneous

10.1 Applicable Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida.

10.2 Counterparts. This Plan of Merger may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which counterparts together shall constitute the same instrument.

10.3 Consent to Service of Process. Surviving Corporation does hereby agree that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Surviving Corporation arising from the Merger herein provided for.

10.4 Assignment. This Plan of Merger and the right, title and interest hereunder may not be assigned without the prior written consent of the other Party. Even where such consent is obtained, no such assignment by a Party to this Plan of Merger of its right, title and interest hereunder shall relieve such Party of its obligations hereunder unless the other Party otherwise agrees.

10.5 Cooperation; Further Assurances. Each Party agrees to cooperate fully with the other Party to carry out the transactions provided for in this Plan of Merger, will use its best efforts to cause satisfaction of the conditions to consummation of the transactions provided for in this Plan of Merger, and will refrain from any actions inconsistent with this Plan of Merger. Each Party shall, upon request of the other Party, at any time and from time to time, execute, acknowledge, deliver and perform all such further acts, deeds and instruments of further assurance as may be reasonably deemed necessary or advisable to carry out the provisions and intent of this Plan of Merger.

10.6 Binding Effect. The provisions of this Plan of Merger shall extend to, bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding anything stated to the contrary in this Plan of Merger, this Plan of Merger is intended solely for the benefit of the Parties and is not intended to, and shall in no way create enforceable third party beneficiary rights.

10.7 Construction. This Plan of Merger shall be construed without regard to any presumption or rule requiring construction against the Party causing this Plan of Merger to be drafted. All terms and words used in this Plan of Merger, regardless of the number or gender in which they are used, shall be deemed to and shall include any other number or gender as the context may require.

10.8 Entire Plan of Merger/Amendment. This Plan of Merger and any supplemental or amending agreements to be entered into prior to the Closing shall constitute the entire agreement of the Parties and supersede all negotiations, preliminary agreements and prior or contemporaneous discussions and understandings of the Parties in connection with the subject matter hereof. The Parties specifically acknowledge that in entering into and executing this Plan of Merger, the Parties rely solely upon the representations, warranties, covenants and agreements contained herein and no others. No changes in or additions to this Plan of Merger shall be recognized unless and until made in writing and signed by both Parties.

10.9 Waiver. Any Party may waive the benefit of a term or condition of this Plan of Merger and such waiver shall not be deemed to constitute the waiver of another breach of the same, or any other, term or condition.

10.10 Headings. The headings in this Plan of Merger are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Plan of Merger.

10.11 Notices. All notices, demands and requests required to be given or which may be given shall be in writing and shall be deemed to have been properly given (i) if delivered personally, on the date of such delivery, (ii) if sent by United States registered or certified mail, return receipt requested, postage prepaid, on the date of delivery as evidenced by such receipt, or (iii) upon delivery by Federal Express or a similar overnight courier service which provides evidence of delivery, on the date of delivery as so evidenced, if addressed as follows:

If to HeartCare:

HeartCare Institute of Tampa, P.A.
Attention: Peter J. Berman, M.D.
14320 Bruce B. Downs Blvd.
Tampa, Florida 33613

R. Andrew Rock, Esquire
Buchanan Ingersoll PC
401 E. Jackson Street
Suite 2500
Tampa, Florida 33602

If to FMC:

Florida Medical Clinic, P.A.
Attention: Paul E. Hughes, M.D.
38135 Market Square
Zephyrhills, Florida 33540

Emil Carl Marquardt, Jr., Esquire
MacFarlane Ferguson & McMullen
400 N. Tampa Street
Suite 2300
Tampa, Florida 33602

10.12 Fees and Expenses. Except as otherwise expressly provided herein, the fees and expenses incurred by each Party in connection with the transactions contemplated hereby shall be borne by that Party.

10.13 Knowledge Standard. As used in this Plan of Merger, references similar to "to the knowledge of" and "to the best knowledge of" any Party hereto shall refer only to the knowledge of any officer or director of such Party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Plan of Merger to be executed by their respective duly authorized officers as of the date first above written.

HEARTCARE INSTITUTE OF TAMPA, P.A.

By: _____
Peter J. Berman, M.D., President

FLORIDA MEDICAL CLINIC, P.A.

By: _____
Paul E. Hughes, M.D., President

EXHIBITS

NUMBER	NAME
A	Amended and Restated Articles of Incorporation for FMC
B	Articles of Merger
C	Employment Agreement
D	Shareholders Agreement

FIRST AMENDMENT
TO
PLAN AND AGREEMENT OF MERGER

THIS FIRST AMENDMENT TO PLAN AND AGREEMENT OF MERGER (this "Amendment") is entered into as of January 29, 2004, by and between Florida Medical Clinic, P.A., a Florida professional corporation ("FMC"), and HeartCare Institute of Tampa, P.A., a Florida professional corporation ("HeartCare").

W I T N E S S E T H

WHEREAS, FMC and HeartCare entered into that certain Plan and Agreement of Merger (the "Plan of Merger") dated as of November 24, 2003; and

WHEREAS, the parties desire to amend the Plan of Merger.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FMC and HeartCare hereby agree as follows:

1. Capitalized Terms. Unless otherwise indicated herein, all capitalized terms used in this Amendment shall have the same meanings ascribed to them in the Plan of Merger.

2. Amendment to Section 1.2. Section 1.2 of the Plan of Merger is hereby deleted in its entirety and the following is substituted in its stead: "The Articles of Incorporation and Bylaws of the Surviving Corporation upon the Effective Time of the Merger shall be Articles of Incorporation and Bylaws of the Surviving Corporation, and such Articles of Incorporation and Bylaws shall continue in full force and effect until altered, amended or repealed in compliance with applicable law."

3. Amendment to Section 1.8. Section 1.8 of the Plan of Merger is hereby deleted in its entirety and the following is substituted in its stead: "The Closing contemplated by this Plan of Merger ("Closing") will be held on January 29, 2004 (the "Closing Date") and the Articles of Merger shall be filed with the Florida Department of State on January 30, 2004, to be effective on February 1, 2004."

4. Exhibits Deleted. All references to Exhibits in the Plan of Merger are hereby deleted. There shall be no exhibits to the Plan of Merger.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument.

6. Terms. All other terms and conditions set forth in the Plan of Merger shall remain in full force and effect.

IN WITNESS WHEREOF, FMC and HeartCare have caused this Amendment to be duly executed as of the date first above written.

FLORIDA MEDICAL CLINIC, P.A.

By:_____
Paul E. Hughes, M.D., President

HEARTCARE INSTITUTE OF TAMPA, P.A.

By:_____
Peter J. Berman, M.D., President