



P94000025596

ACCOUNT NO. : 072100000032

REFERENCE : 301942 81605A

AUTHORIZATION : Patricia Puyitt

COST LIMIT : \$ 78.75

ORDER DATE : July 9, 1999

ORDER TIME : 11:21 AM

ORDER NO. : 301942-005

CUSTOMER NO: 81605A

CUSTOMER: Aaron J. Gold, Esq
Gold Resnick & Segall, P.a.
704 West Bay Street

Tampa, FL 33606

Merger

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED
99 JUL -9 PM 3:16
XX

ARTICLES OF MERGER

RAKESH K. SHARMA, M.D., P.A.

INTO

GIBBS, KAPLAN, KLONARIS &
HAKKI, M.D.'S, P.A.

RECEIVED
99 JUL -9 PM 3:55

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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 PLAIN STAMPED COPY

900002927579-0

CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS:

JDR
7/12/99

ARTICLES OF MERGER
Merger Sheet

MERGING:

RAKESH K. SHARMA, M.D., P.A., a Florida corporation P96000052222

INTO

GIBBS, KAPLAN, KLONARIS & HAKKI, M.D.'S, P.A., a Florida corporation,
P94000025596

File date: July 9, 1999

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Account charged: 78.75

ARTICLES OF MERGER
OF
RAKESH K. SHARMA, M.D., P.A.
INTO
GIBBS, KAPLAN, KLONARIS & HAKKI, M.D.'S, P.A.

99 JUL -9 PM 3:16
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the Professional Service Corporation and Limited Liability Company Act and Section 607.1105 of the Florida Statutes, the undersigned corporations, Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., a Florida professional association, and Rakesh K. Sharma, M.D., P.A., a Florida professional association, adopt the following Articles of Merger for the purpose of merging Rakesh K. Sharma, M.D., P.A. into Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A.

1. **Plan of Merger.** The Plan of Merger setting forth the terms and conditions of the merger of Rakesh K. Sharma, M.D., P.A. into Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A. is attached to these Articles as an exhibit and incorporated herein by reference.

2. **Adoption of Plan.**

(A) There are four hundred eighty (480) shares of common stock, each of \$1.00 par value of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A. issued and outstanding that were entitled to vote on the Plan of Merger, four hundred eighty (480) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Shareholders of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A. held on the 8th day of July, 1999.

(B) There are one thousand (1,000) shares of common stock, each of \$.01 par value of Rakesh K. Sharma, M.D., P.A. issued and outstanding that were entitled to vote on the Plan of Merger, one thousand (1,000) shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the Shareholders of Rakesh K. Sharma, M.D., P.A. held on the 8th day of July, 1999.

3. **Effective Date.** The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

**PLAN AND AGREEMENT OF REORGANIZATION
BY MERGER OF RAKESH K. SHARMA, M.D., P.A.
WITH AND INTO
GIBBS, KAPLAN, KLONARIS & HAKKI, M.D.'S, P.A.,
d/b/a COASTAL CARDIOLOGY CONSULTANTS, UNDER THE
NAME OF GIBBS, KAPLAN, KLONARIS & HAKKI, M.D.'S, P.A.,
d/b/a COASTAL CARDIOLOGY CONSULTANTS**

This is a Plan and Agreement of Merger ("Agreement") dated the 8th day of July, 1999, between **RAKESH K. SHARMA, M.D., P.A.**, a Florida professional association (the "Merging Corporation"), and **GIBBS, KAPLAN, KLONARIS & HAKKI, M.D.'S, P.A., d/b/a COASTAL CARDIOLOGY CONSULTANTS**, a Florida professional association (the "Surviving Corporation") and **RAKESH K. SHARMA**, individually and as sole shareholder of **RAKESH K. SHARMA, M.D., P.A.** ("Sharma").

**ARTICLE I
PLAN OF MERGER**

1.01 Plan Adopted. A plan of merger of Rakesh K. Sharma, M.D., P.A. and Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, pursuant to Sections 607.1101 and 621.13(3) of the Florida Statutes is adopted as follows:

(A) Rakesh K. Sharma, M.D., P.A. shall be merged with and into Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, to exist and be governed by the laws of the State of Florida.

(B) The name of the Surviving Corporation shall be Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants.

(C) When this Agreement shall become effective, the separate corporate existence of Rakesh K. Sharma, M.D., P.A. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Rakesh K. Sharma M.D., P.A., and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(D) The Surviving Corporation will carry on business with the assets of Rakesh K. Sharma, M.D., P.A., as well as with the assets of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants.

(E) The shareholder of Rakesh K. Sharma, M.D., P.A. will surrender all of his shares in the manner hereinafter set forth.

(F) In exchange for the shares of Rakesh K. Sharma, M.D., P.A. surrendered by its shareholder, the Surviving Corporation shall issue and transfer to the shareholder, on the basis set forth in Article IV, below, shares of its common stock.

(G) The shareholders of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants will retain their shares as shares of the Surviving Corporation.

(H) The Articles of Incorporation of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

1.02 Effective Date. The effective date of the merger ("Effective Date") shall be the effective date of filing.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01 Non-Survivor. As a material inducement to the Surviving Corporation to execute this Agreement and performs its obligations under this Agreement, Rakesh K. Sharma, M.D., P.A. and Sharma represent and warrant to the Surviving Corporation as follows:

(A) Rakesh K. Sharma, M.D., P.A. is a professional association duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power and authority to own property and carry on its business as it is now being conducted. Rakesh K. Sharma, M.D., P.A. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(B) Rakesh K. Sharma, M.D., P.A. is authorized to issue ten thousand (10,000) shares of common stock, each of \$.01 par value, of which one thousand (1,000) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement. Rakesh K. Sharma, M.D., P.A. is not currently liable on account of any indebtedness for borrowed money and there are no outstanding subscriptions, options, warrants, calls, contracts, demands, commitments, convertible securities, or other agreements or arrangements of any character or nature whatsoever under which Rakesh K. Sharma, M.D., P.A. is or may be obligated to issue or purchase shares.

(C) Rakesh K. Sharma, M.D., P.A. has furnished the Surviving Corporation with the balance sheet of Rakesh K. Sharma, M.D., P.A. as of December 31, 1998, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of Rakesh K. Sharma, M.D., P.A., (2) fairly present the financial condition of Rakesh K. Sharma, M.D., P.A. as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses,

and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of Rakesh K. Sharma, M.D., P.A. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of Rakesh K. Sharma, M.D., P.A. at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of Rakesh K. Sharma, M.D., P.A. have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. Rakesh K. Sharma, M.D., P.A. has not been delinquent in the payment of any tax or assessment.

(E) Sharma is, and at the time of the effective date of the merger will be, the lawful owner of the shares of Rakesh K. Sharma, M.D., P.A., free and clear of all liens, claims, encumbrances and restrictions of every kind. Sharma has full legal right, power, and authority to sell, assign, and transfer his shares of Rakesh K. Sharma, M.D., P.A. The delivery of the shares to the Surviving Corporation pursuant to the provisions of this Agreement will transfer valid title to the shares, free and clear of all liens, encumbrances, claims and restrictions of any kind.

(F) Rakesh K. Sharma, M.D., P.A. has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of Rakesh K. Sharma, M.D., P.A.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets.

(G) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against Rakesh K. Sharma, M.D., P.A. or Sharma that would affect it or its properties, assets, or business; and neither Rakesh K. Sharma, M.D., P.A. or Sharma is aware of any facts that to its or his knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of Rakesh K. Sharma, M.D., P.A. Rakesh K. Sharma, M.D., P.A. is not in

default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(H) The business operation of Rakesh K. Sharma, M.D., P.A. has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. Rakesh K. Sharma, M.D., P.A. is not in violation of, or in default under, any term or provision of its Articles of Incorporation, as amended, or its by-laws, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of Rakesh K. Sharma, M.D., P.A., or that would prohibit Sharma from entering into this Agreement or prevent consummation of this Agreement.

(I) Rakesh K. Sharma, M.D., P.A. has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(J) Prior to the closing date, Sharma will have delivered to Gibbs, Kaplan, Klouaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants a separate schedule of assets containing:

(1) a true and complete list of accounts receivable as of a date no earlier than the balance sheet date;

(2) a true and complete list of all capitalized equipment owned by Rakesh K. Sharma, M.D., P.A. setting forth all liens, claims, encumbrances, charges, restrictions, covenants, and conditions;

(3) a true and complete description of all equipment held or used by Rakesh K. Sharma, M.D., P.A. under lease or similar arrangement; and

(4) a complete schedule of all insurance policies of Rakesh K. Sharma, M.D., P.A. in effect at the time of delivery of the schedule.

(K) Rakesh K. Sharma, M.D., P.A. is not a party to, or otherwise bound by, any written or oral:

(1) contract or agreement not made in the ordinary course of business;

(2) employment or consultant contract that is not terminable at will without cost or other liability to Rakesh K. Sharma, M.D., P.A. or any successor;

(3) bonus, pension, profit sharing, retirement, share purchase, stock option, hospitalization, group insurance or similar plan that provides employee benefits;

(4) lease with respect to any property, real or personal, whether as lessor or lessee;

(5) advertising contract or contract for public relations services;

(6) purchase, supply or service contracts in excess of \$1,000.00 each or in the aggregate of \$10,000.00;

(7) deed of trust, mortgage, conditional sales contract, security agreement, pledge agreement, trust receipt, or any other agreement or arrangement whereby any of the assets or properties of Rakesh K. Sharma, M.D., P.A. are subjected to a lien, encumbrance, charge, or other restriction; and

(8) contract or other commitment continuing for a period of more than thirty (30) days that is not terminable without cost or liability to Rakesh K. Sharma, M.D., P.A. or its successors.

(L) The books of account, minute books, share certificate books, and share transfer ledgers of Rakesh K. Sharma, M.D., P.A. are complete and correct, and there have been no transactions involving Rakesh K. Sharma, M.D., P.A. that properly should have been set forth in those books, other than those set forth in those books.

(M) Rakesh K. Sharma, M.D., P.A. and Sharma represent and warrant that they have made full and complete disclosures of any material facts to the Surviving Corporation, which facts if known by the Surviving Corporation or any of its shareholders, would cause the Surviving Corporation to abandon the proposed merger with Rakesh K. Sharma, M.D., P.A.

2.02 Survivor. As a material inducement to Rakesh K. Sharma, M.D., P.A. to execute this Agreement and perform its obligations under this Agreement, Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants warrants to Rakesh K. Sharma, M.D., P.A. as follows:

(A) Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants is a professional association duly organized, validly existing, and in good standing under the laws of the State of Florida with corporate power and authority to own property and carry on its business as it is now being conducted. Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(B) Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants is authorized to issue ten thousand (10,000) shares of common stock, each of \$1.00 par value. As of the date of this Agreement, four hundred eighty (480) shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

(C) Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants has furnished the Merging Corporation with the balance sheet of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants as of December 31, 1998, the related statement of income for the twelve (12) months then ended. These financial statements (1) are in accordance with the books and records of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, (2) fairly present the financial condition of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants as of those dates and the results of its operations as of and for the period specified, all prepared in the comprehensive basis of accounting other than generally accepted accounting principles, and (3) contain and reflect, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services already rendered that are reasonably anticipated and based on events or circumstances in existence that are likely to occur in the future with respect to any of the contracts or commitments of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants. Specifically, but not by way of limitation, the balance sheet discloses all of the debts, liabilities and obligations of any nature (whether absolute, accrued, contingent or otherwise, and whether due or to become due) of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants at the balance sheet date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(D) All required federal, state and local tax returns of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants has not been delinquent in the payment of any tax or assessment.

(E) Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants has not, since the balance sheet date:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligations or liability, whether absolute, accrued, contingent or otherwise, and whether due or to become due, other than current liabilities shown on the balance sheet and current liabilities incurred since the close of business on the day of the balance sheet, in each case in the ordinary course of business.

(3) Mortgaged, pledged, or subjected to lien or any other encumbrance or charges, any of its tangible or intangible assets, except in the ordinary course of business.

(F) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants that would affect it or its properties, assets, or business; and Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants is not aware of any facts that to its knowledge might result in any actions, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants. Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

(G) The business operation of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants is not in violation of, or in default under, any term or provision of its Articles of Incorporation, as amended, or its by-laws, as amended, or of any lien, mortgage, lease, agreement, or instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets or prospects of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, or that would prohibit Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants from entering into this Agreement or prevent consummation of this Agreement.

(H) Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants has good and marketable title to all properties and assets, including without limitation, those reflected in the balance sheet.

(I) The books of account, minute books, share certificate books, and share transfer ledgers of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants are complete and correct, and there have been no transactions involving Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants that properly should have been set forth in those books, other than those set forth in those books.

(J) Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants represent and warrant that it has made full and complete disclosures of any material facts to the Merging Corporation, which facts if known by the Merging Corporation or its shareholder, would cause the Merging Corporation to abandon the proposed merger with Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants.

2.03 Securities Law. Rakesh K. Sharma ("Sharma"), the sole shareholder of Rakesh K. Sharma, M.D., P.A., hereby represents and warrants to the Surviving Corporation as follows:

(A) Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants has made available to Sharma the opportunity to ask questions of and receive answers

from Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants concerning the terms and conditions of the transaction contemplated by this Agreement and the business and operations of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, and to obtain any additional information, to the extent that Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the information given to him;

(B) Sharma has personally reviewed and is fully advised with respect to the business, financial condition, assets and liabilities, and prospects of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants and that he has such knowledge and experience in financial and business matters so as to enable him to evaluate the merits and risks of an investment in becoming a shareholder in Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants;

(C) Sharma recognizes and acknowledges that patients and other persons may challenge or make claims regarding the quality of medical services provided by Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants and its stockholders in the past or the future, and request a refund of fees and costs or sue for damages, and other matters that may have a material adverse effect on the value of the common stock of the Surviving Corporation, and Sharma further recognizes and acknowledges that Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants is making no guarantee or warranty to Sharma regarding Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants and its common stock other than what is specifically set forth in this Agreement;

(D) Sharma represents and warrants that he will be holding the shares of stock he receives in the Surviving Corporation for investment purposes only and not for resale or with a view to the distribution thereof;

(E) Sharma recognizes and agrees that such shares have not been registered under The Securities Act of 1933 or Chapter 517, Florida Statutes, and they may not be pledged, hypothecated, offered for sale, sold, or otherwise transferred in the absence of an effective registration statement for the shares under The Securities Act of 1933 or Chapter 517, Florida Statutes, or an opinion of counsel satisfactory to the Surviving Corporation that such registration is not required under The Securities Act of 1933 or Chapter 517, Florida Statutes. An appropriate legend may be placed on the certificate or certificates received by Sharma.

(F) Sharma further acknowledges, understands and agrees that the Surviving Corporation's common stock will most likely never be registered under The Securities Act of 1933, or The Securities Exchange Act of 1934, or Chapter 517, Florida Statutes, and that no promise is being made to effect any such registration. Accordingly, there is not and will not be any readily available method of disposing of his shares to outsiders, and absent any redemption or purchase of these shares by the Surviving Corporation or the stockholders pursuant to other agreements, if any,

Sharma acknowledges and agrees that he understand that he will be required to hold indefinitely the shares of stock he will receive in the Surviving Corporation.

ARTICLE III
COVENANTS, ACTIONS AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01 Interim Conduct of Business; Limitations. Except as limited by this paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships. Except with the prior consent in writing of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants pending consummation of the merger, Rakesh K. Sharma, M.D., P.A. shall not create or issue any indebtedness for borrowed money or enter into any transaction other than those involved in carrying on its ordinary course of business.

3.02 Submission To Shareholders. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

3.03 Conditions Precedent to Obligations of Rakesh K. Sharma, M.D., P.A. Except as may be expressly waived in writing by Rakesh K. Sharma, M.D., P.A., all the obligations of Rakesh K. Sharma, M.D., P.A. under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants:

(A) The representations and warranties made by Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, to Rakesh K. Sharma, M.D., P.A., in Article II of this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

(B) Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(D) All corporate and other proceedings and actions taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for Rakesh K. Sharma, M.D., P.A.

3.04 Conditions Precedent to Obligations of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants. Except as may be expressly waived in writing by Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, all the obligations of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants under this Agreement are subject to the satisfaction, prior to or on the effective date, of each of the following conditions by Rakesh K. Sharma, M.D., P.A.:

(A) The representations and warranties made by Rakesh K. Sharma, M.D., P.A. and by Sharma to Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, in Article II of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the effective date and shall then be true and correct in all material respects.

(B) Rakesh K. Sharma, M.D., P.A., shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the effective date.

(C) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carry out of the transactions contemplated by this Agreement.

(D) Sharma shall have entered into an employment agreement with Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, said employment agreement to be in the same form as was executed by the other shareholders of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants.

(E) Sharma shall execute a joinder agreement joining in the Shareholders Agreement and the Stock Restriction and Retirement Agreement currently in effect with Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants and its shareholders.

ARTICLE IV

MANNER OF CONVERTING SHARES

4.01 Manner. The holder of shares of Rakesh K. Sharma, M.D., P.A. shall surrender his shares to the Secretary of the Surviving Corporation promptly after the effective date, in exchange for shares of the Surviving Corporation to which he is entitled under this Article IV.

4.02 Basis. Sharma shall be entitled to receive sixty (60) shares of common stock of the Surviving Corporation, each of \$1.00 par value, being one-ninth (1/9) of the total outstanding common stock of the Surviving Corporation, to be distributed on the basis of six one-hundredths (6/100's or .06) share for each share of common stock of Rakesh K. Sharma, M.D., P.A.

4.03 Shares of Surviving Corporation. The currently outstanding four hundred eighty (480) shares of common stock of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

ARTICLE V
DIRECTORS AND OFFICERS

5.01 Directors and Officers of Surviving Corporation.

(A) The present Board of Directors of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting, or until their successors have been elected and qualified.

(B) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the effective date of merger, the vacancy may be filled by the shareholders as provided in the by-laws and/or Shareholders Agreement of the Surviving Corporation.

(C) All persons who as of the effective date of the merger shall be executive or administrative officers of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

ARTICLE VI
BY-LAWS

6.01 By-Laws of the Surviving Corporation. The by-laws of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, existing on the effective date of the merger, shall continue in full force as the by-laws of the Surviving Corporation until altered, amended, or repealed as provided in the by-laws or as provided by law.

ARTICLE VII
NATURE AND SURVIVAL OF WARRANTIES,
INDEMNIFICATION AND EXPENSES OF NONSURVIVOR

7.01 Nature and Survival of Representations and Warranties. All statements contained in any memorandum, certificate, letter, document or other instrument delivered by or on behalf of Rakesh K. Sharma, M.D., P.A., Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, or the stockholders pursuant to this Agreement, shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations and warranties of the parties and the stockholder shall survive for a

period of three (3) years after the effective date. No inspection, examination or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

7.02 Indemnification by Rakesh K. Sharma, M.D., P.A. and Rakesh K. Sharma.

Rakesh K. Sharma, M.D., P.A. and Rakesh K. Sharma, individually and as sole shareholder of Rakesh K. Sharma, M.D., P.A., shall indemnify and hold harmless Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants and its shareholders against and in respect of all damages (as defined in this paragraph). Damages, as used in this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid damages, or to oppose the imposition of damages, or in enforcing this indemnity, resulting to Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants and its shareholders from (i) any inaccurate representation made by or on behalf of Rakesh K. Sharma, M.D., P.A. or Sharma in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of Rakesh K. Sharma, M.D., P.A. or Sharma, in or pursuant to this Agreement; (iii) breach or default in the performance by Rakesh K. Sharma, M.D., P.A. of any of the obligations to be performed by and under this Agreement; or (iv) breach or default in the performance by Sharma of any of the obligations to be performed by him under any agreement delivered by him to Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants pursuant to this Agreement. Sharma shall reimburse Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants on demand for any payment made or for any loss suffered by Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants at any time after the effective date, based on a judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. Sharma, individually, shall satisfy his obligations to Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants by the payment of cash on demand. Sharma shall have the opportunity to defend any claim, action or demand asserted against Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants for which Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants claims indemnity against him; provided that (a) the defense is conducted by reputable counsel approved by Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, which approval shall not be unreasonably withheld; (b) the defense is expressly assumed in writing within ten (10) days after written notice of the claim, action, or demand is given to Rakesh K. Sharma, M.D., P.A., and (c) counsel for Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants may participate at all times and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand at the expense of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants.

7.03 Indemnification by Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants. Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants shall indemnify and hold harmless Rakesh K. Sharma, M.D., P.A. and Rakesh K. Sharma against and in respect of all damages (as defined in this paragraph). Damages, as used in

this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid damages, or to oppose the imposition of damages, or in enforcing this indemnity, resulting to Rakesh K. Sharma, M.D., P.A. and Rakesh K. Sharma from (i) any inaccurate representation made by or on behalf of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants in or pursuant to this Agreement; (iii) breach or default in the performance by Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants of any of the obligations to be performed by it under any agreement delivered by it to Rakesh K. Sharma, M.D., P.A. or Rakesh K. Sharma pursuant to this Agreement. Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants shall reimburse Rakesh K. Sharma, M.D., P.A. or Rakesh K. Sharma on demand for any payment made or for any loss suffered by Rakesh K. Sharma, M.D., P.A. or Rakesh K. Sharma at any time after the effective date, based on a judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants shall satisfy its obligations to Rakesh K. Sharma, M.D., P.A. or Rakesh K. Sharma by the payment of cash on demand. Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants shall have the opportunity to defend any claim, action or demand asserted against Rakesh K. Sharma, M.D., P.A. and/or Rakesh K. Sharma for which Rakesh K. Sharma, M.D., P.A. and/or Rakesh K. Sharma claims indemnity against it; provided that (a) the defense is conducted by reputable counsel approved by Rakesh K. Sharma, M.D., P.A. and/or Rakesh K. Sharma, which approval shall not be unreasonably withheld; (b) the defense is expressly assumed in writing within ten (10) days after written notice of the claim, action, or demand is given to Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants, and (c) counsel for Rakesh K. Sharma, M.D., P.A. and/or Rakesh K. Sharma may participate at all times and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand at the expense of Rakesh K. Sharma, M.D., P.A. and/or Rakesh K. Sharma

7.04 Expenses. Rakesh K. Sharma, M.D., P.A. and Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants will each bear those expenses incurred by them in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE VIII TERMINATION

8.01 Circumstances. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

- (A) By mutual consent of the Board of Directors of the constituent corporations.

(B) At the election of the Board of Directors of either constituent corporation if:

(1) The number of shareholders of Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A., d/b/a Coastal Cardiology Consultants dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the effective date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

8.02 Notice of and Liability on Termination. If an election is made to terminate this Agreement and abandon the merger:

(A) The President or any Vice President of the constituent corporation who's Board of Directors made the election shall give immediate written notice of the election to the other constituent corporation.

(B) On the giving of notice provided in subparagraph (A), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE IX **INTERPRETATION AND ENFORCEMENT**

9.01 Further Assurances. Rakesh K. Sharma, M.D., P.A. agrees that from time to time, as may be requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver, or cause to be executed and delivered, any necessary instruments. Rakesh K. Sharma, M.D., P.A. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all of the property, rights, privileges, powers, and franchises, referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

9.02 Notices. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage pre-paid, addressed as follows:

Surviving Corporation: Gibbs, Kaplan, Klonaris & Hakki, M.D.'s, P.A.,
d/b/a Coastal Cardiology Consultants
ATTN: Kerry J. Kaplan, President
3231 McMullen Booth Road
Medical Arts Building, Suite 104
Safety Harbor, FL 34695

with copy to: Gold & Resnick, P.A.
ATTN: Aaron J. Gold, Esquire
704 West Bay Street
Tampa, FL 33606

Merging Corporation: Rakesh K. Sharma, M.D., P.A.
ATTN: Rakesh K. Sharma, M.D.
1819 Alicia Way
Clearwater, FL 33764

with copy to: Patel, Moore & O'Connor
ATTN: Patrick M. O'Connor, Esquire
2240 Belleair Road, Suite 160
Clearwater, FL 33764

or at such other addresses as shall be furnished in writing by any party to the others, and shall be deemed to have been given as of the dates of delivery or deposit in the United States Mail, postage paid, as the case may be.

9.03 Entire Agreement; Counterparts. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

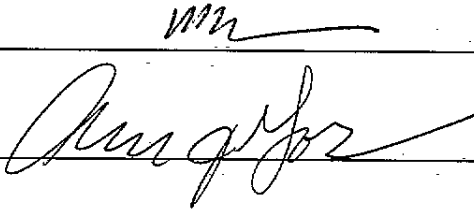
9.04 Controlling Law. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

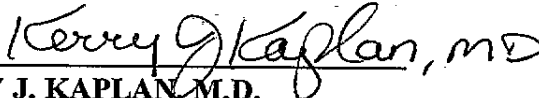
9.05 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

SURVIVING CORPORATION:

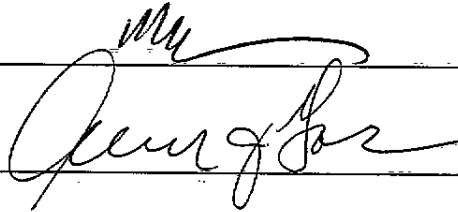
**GIBBS, KAPLAN, KLONARIS & HAKKI,
M.D.'S, P.A., D/B/A COASTAL
CARDIOLOGY CONSULTANTS**




By: 
KERRY J. KAPLAN, M.D.
Its: President

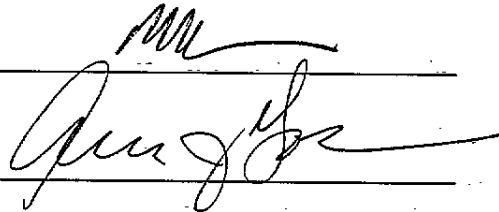
MERGING CORPORATION:

RAKESH K. SHARMA, M.D., P.A.



By: 
RAKESH K. SHARMA, M.D.
Its: President

SHAREHOLDER ("SHARMA"):




RAKESH K. SHARMA, M.D., Individually