770747

STEEL HECTOR & DAVIS LLP
Requestor's Name

215 SOUTH MONROE ST./SUITE 601
Address

TALLAHASSEE 32301 222-2300
City/State/Zip Phone #

CONTACT: ELIZABETH

Office Use Only

98 JUL 1 PM 7:01
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. COMMUNITY RESEARCH INITIATIVE OF SOUTH FLORIDA, INC. N32746
(Corporation Name) (Document #)

2. HEALTH CRISIS NETWORK, INC. 770747
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

☒ Walk in ☒ Pick up time 4:00 ☒ Certified Copy

☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

	NEW FILINGS
	Profit
	NonProfit
	Limited Liability
	Domestication
	Other

	AMENDMENTS
	Amendment
	Resignation of R.A., Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
XXX	Merger

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-07/01/98--01038--005
****122.50 ****122.50

	OTHER FILINGS
	Annual Report
	Fictitious Name
	Name Reservation

	REGISTRATION/ QUALIFICATION
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
	Other

Merger & N/C

VG JUL - 2 1998

CR2E031(1/95)

Examiner's Initials	

ARTICLES OF MERGER
Merger Sheet

MERGING:

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

INTO

HEALTH CRISIS NETWORK, INC. which changed its name to

COMMUNITY AIDS RESOURCE, INC., a Florida corporation, 770747

File date: July 1, 1998

Corporate Specialist: Velma Shepard

ARTICLES OF MERGER

FILED
98 JUL -1 PM 7:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

These ARTICLES OF MERGER, submitted pursuant to Section 617.1105, Florida Statutes, dated as of June 25th, 1998, provide for the merger of Community Research Initiative of South Florida, Inc., a Florida not-for-profit corporation ("CRI"), with and into Health Crisis Network, Inc., a Florida not-for-profit corporation ("HCN"), which shall be the surviving corporation.

ARTICLE I - PLAN OF MERGER

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

ARTICLE II - EFFECTIVE DATE

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

ARTICLE III - ADOPTION OF PLAN OF MERGER

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

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

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

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

COMMUNITY RESEARCH INITIATIVE
OF SOUTH FLORIDA, INC.

By: _____
Name: Don Fisher, D.O.
Title: President

HEALTH CRISIS NETWORK, INC.

By: _____
Name: Betty Alvarez
Title: President

AGREEMENT

AND

PLAN OF MERGER

OF

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

AND

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

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

AGREEMENT AND PLAN OF MERGER

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

Recitals

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

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

Agreement

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

1. **Plan of Merger.** On the Effective Date (July 1, 1998), in accordance with the Florida Not For Profit Corporation Act and the terms of this Agreement, CRI will be merged with and into HCN (the "Merger"), the separate corporate existence of CRI shall cease, and HCN shall continue its corporate existence under the laws of Florida under a new name, Community AIDS Resource, Inc. ("Surviving Corporation"). The Surviving Corporation shall continue to be organized and operated as a tax-exempt, non-profit corporation pursuant to Chapter 617, Florida Statutes, and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; no part of the assets of the Surviving Corporation shall inure to the benefit of any private individual.

(a) **Effect of Merger.** After and as of the Effective Date (as defined below), the Surviving Corporation shall possess all the rights, privileges, power, immunities and franchises, of a public as well as a private nature, of CRI and all property, real, personal, and mixed, and all debts due on whatever account, all other choses in action, and all and every interest of or belonging to or due to CRI shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; the title to any real estate or interest therein, vested by deed or otherwise in CRI, shall not revert or be in any way impaired by reason of the Merger; the Surviving Corporation shall henceforth be responsible and liable for all the liabilities, debts and duties of CRI, which liabilities, debts and duties may be enforced against the Surviving Corporation to the same extent as if such liabilities, debts and duties had been incurred or contracted by it, and any claim existing or action or proceeding pending by or against CRI may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place; and, neither the rights of creditors nor any liens upon the property of CRI shall be impaired by the Merger.

(b) **Employees.** As of the Effective Date, all CRI's employees will become

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

2. **Effective Date.** The Merger shall become effective on July 1, 1998 (the "Effective Date").

3. **Closing Date**. This Agreement and all other instruments required to be executed or delivered in connection with this Agreement shall be executed and delivered (the "Closing") at the offices of Community Research Initiative of South Florida; 1320 S. Dixie Highway; Suite 485; Coral Gables, FL 33146, on or before June 30, 1998.

4. **Articles of Incorporation and Bylaws.** The Articles of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately prior to the Merger shall change it's name to: Community Aids Resource, Inc.

5. **Representations and Warranties of CRI**. CRI represents and warrants to HCN as follows:

(a) **Corporate Status.** CRI is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.

(b) **Corporate Authority.** CRI has full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement and will deliver to HCN at or prior to the Effective Date certified copies of resolutions of its board of directors and members authorizing execution of this Agreement by its officers and its performance under this Agreement.

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

(d) **Financial Statements**. (a) Copies of the [unaudited] balance sheets (the "Balance Sheets") of CRI as of March, 1998 and (b) the [related unaudited] statements of income (the "Income Statements") for the 3 months ended March, 1998 (collectively, the "Financial Statements") have been delivered to HCN.

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

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

(e) Undisclosed Liabilities. Except as set forth in Schedule 5(e) to this Agreement, CRI does not have any liabilities or obligations, liquidated, unliquidated, accrued, absolute, contingent or otherwise connected with or arising out of its business, except (i) as set forth or reflected in the Financial Statements or (ii) liabilities incurred in the ordinary and usual course of business since the date of the most recent Financial Statements, which are properly reflected on the books and records of CRI and which are not inconsistent with the liabilities incurred in the past or with the other representations, warranties and agreements of CRI set forth in this Agreement.

(f) Trademarks, Licenses, Etc. Schedule 5(f) to this Agreement sets forth all of the trademarks, trade names, service marks, patents, and copyrights (the "Intellectual Property") used or intended to be acquired or used by CRI. Except as set forth in Schedule 5(f), CRI is the sole and exclusive owner of the Intellectual Property.

(g) Facilities and Equipment. Schedule 5(g) to this Agreement sets forth (a) all real property, buildings, offices, warehouses, storage facilities, fixtures, and improvements (the "Facilities") and (b) all equipment, furniture, vehicles, and other tangible personal property of every kind and description (the "Equipment"), owned or leased by CRI or ordered by it before the date of this Agreement in connection with its business and/or otherwise used by CRI. The Facilities are structurally sound, and none of the Facilities or Equipment has any material defects and all of them are in good operating condition and repair and are adequate for the uses to which they are being put; none of the Facilities or Equipment is in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost. CRI is not in breach, violation or default of a lease with respect to or as a result of which the other party has the right to terminate the lease, and CRI has not received a notice of a claim or assertion that it is or may be in breach, violation or default of a lease.

(h) Title to Assets. Except as set forth in Schedule 5(h) to this Agreement, CRI has, or will have as of the Closing Date, good and marketable title to the Facilities, Equipment and other assets that are owned, or purported to be owned, by it (the "Assets"), free and clear of all mortgages, pledges, liens, encumbrances, security interests, equities, charges, clouds and restrictions of any nature.

(i) Litigation. Except as set forth on Schedule 5(i) to this Agreement, there is no claim, litigation, investigation, inquiry, action, suit or proceeding, administrative or judicial, pending or, to the knowledge of CRI, threatened against CRI, at law or in equity, before any federal, state, local or foreign court or regulatory agency, or other governmental authority, including, without limitation, an unfair labor practice or grievance proceeding or claim, that could materially adversely affect (i) the ability of CRI to perform its obligations under this Agreement, (ii) the Assets or the condition, financial or otherwise, of CRI, or operation of the business of CRI, or (iii) the consummation of the transactions contemplated by this Agreement.

(j) **Labor Relations; Employee Benefit Plans**.

(i) There are no labor complaints pending, or to the knowledge of CRI threatened, between CRI and any of its past or present employees that could have a material adverse effect on the condition, financial or otherwise, operation or prospects of the business of CRI. No employees of CRI are represented by a labor union or other collective bargaining unit, and CRI is not aware of any attempts to become so represented. No key administrative, marketing or technical employee of CRI, whose departure could have a material adverse effect on the business of CRI, has indicated that he or she has a present intention to terminate his or her employment.

(ii) Except as set forth on Schedule 5(j), there are no employment, option, consulting or other compensation agreements, either written or oral, with any past or present consultant, officer, director or employee of CRI (the "Compensation Agreements").

(iii) Schedule 5(j) sets forth a list of (i) all "employee welfare benefit plans" as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which non-pension benefits (including, without limitation, severance pay, sick leave, vacations or vacation pay, salary continuation, bonus, incentive compensation, medical insurance or benefits, life insurance or death benefits, travel or accident insurance or benefits, or unemployment benefits) are provided for current or former employees of CRI, their spouses or their beneficiaries (the "Welfare Plans") and (ii) all "employee pension benefit plans" within the meaning of Section 3(2) of ERISA, and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which pension benefits (including without limitation, pensions, retirement income, deferred compensation, or profit sharing) are provided for current or former employees of CRI, their spouses, or their beneficiaries (the "Pension Plans").

(iv) CRI, and each of the Compensation Agreements, Welfare Plans, and Pension Plans (collectively, the "Plans") are in full compliance with the applicable provisions of ERISA, the Internal Revenue Code of 1986, as amended (the "Code"), and other applicable laws, orders and governmental rules and regulations. Each of the Plans has been maintained in accordance with its terms. CRI is not a member of a group of trades or businesses under common control within the meaning of Section 4001 of ERISA in which any member of the group had, at any time, any obligation to contribute to a Pension Plan subject to Section 412 of the Code or to Title IV of ERISA, including, without limitation, any Multiemployer Plan within the meaning of Section 4001(a)(3) of ERISA.

(v) All unpaid contributions to the Plans and all payments due under the Plans (except those to be made by a trust qualified under Sections 401(a) and 501(a) of the Code) have been properly accrued and reflected on the Financial Statements. All of the Plans

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

(vi) There are no pending or, to the knowledge of CRI, threatened actions, claims or lawsuits that have been asserted or instituted against a Plan, the assets of a Plan or against a Plan sponsor, Plan administrator or a fiduciary of a Plan with respect to the operation of a Plans or the handling of its assets, nor does CRI have knowledge of any facts that could reasonably form the basis for an action, claim or lawsuit. There are no pending investigations by a governmental agency involving a Plan.

(vii) CRI does not maintain a health or life insurance plan that provides for continuing benefits or coverage for any participant or any spouse, dependent or beneficiary under such Plan after termination of employment, except as may be required under Section 4980B of the Code and regulations thereunder ("COBRA"). CRI is in compliance with the COBRA notice and continuation coverage requirements. [CRI shall maintain a group health care plan in order to retain group health care plan coverage responsibility for all persons for whom a qualifying event, within the meaning of Section 4980B of the Code, takes place on or prior to the Closing Date.]

(k) Complete Disclosure. This Agreement and all written certificates or statements of CRI furnished to HCN pursuant to the terms of this Agreement, taken as a whole, do not contain an untrue statement of material fact, or omit to state a material fact necessary in order to make the statement in the circumstance under which it was made not misleading. There is no fact, to the knowledge of CRI, that has a material adverse effect, or will have a material adverse effect, on the consolidated financial condition of CRI that has not been set forth in this Agreement, or in the other documents, certificates and statements furnished to HCN by or on behalf of CRI in connection with the transactions contemplated by this Agreement.

6. Representations and Warranties of HCN. HCN represents and warrants to CRI as follows:

(a) Corporate Status. HCN is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business in all states in which the nature of its business or the character or ownership of its properties makes qualification necessary.

(b) Corporate Authority. HCN has full corporate power and authority to enter into this Agreement and to carry out its obligations under this Agreement and will deliver to CRI at or prior to the Effective Date a certified copy of resolutions of its board of directors and members authorizing execution of this Agreement by its officers and its performance under this Agreement.

(c) Due Authorization. Execution of this Agreement and performance by

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

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

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

(e) Undisclosed Liabilities. Except as set forth in Schedule 6(e) to this Agreement, HCN does not have any liabilities or obligations, liquidated, unliquidated, accrued, absolute, contingent or otherwise connected with or arising out of its business, except (i) as set forth or reflected in the Financial Statements or (ii) liabilities incurred in the ordinary and usual course of business since the date of the most recent Financial Statements, which are properly reflected on the books and records of HCN and which are not inconsistent with the liabilities incurred in the past or with the other representations, warranties and agreements of HCN set forth in this Agreement.

(f) Trademarks, Licenses, Etc. Schedule 6(f) to this Agreement sets forth all of the trademarks, trade names, service marks, patents, and copyrights (the "Intellectual Property") used or intended to be acquired or used by HCN. Except as set forth in Schedule 6(f), HCN is the sole and exclusive owner of the Intellectual Property.

(g) Facilities and Equipment. Schedule 6(g) to this Agreement sets forth (a) all real property, buildings, offices, warehouses, storage facilities, fixtures, and improvements (the "Facilities") and (b) all equipment, furniture, vehicles, and other tangible personal property of every kind and description (the "Equipment"), owned or leased by HCN or ordered by it before the date of this Agreement in connection with its business and/or otherwise used by HCN. The Facilities are structurally sound, and none of the Facilities or Equipment has any material defects and all of them are in good operating condition and repair and are adequate for the uses to which they are being put; none of the Facilities or Equipment is in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost. HCN is not in breach, violation or default of a lease with respect to or as a result of which the other party has the right to terminate the lease, and HCN has not received a notice of a claim or assertion that it is or may be in breach, violation or default of a lease.

(h) Title to Assets. Except as set forth in Schedule 6(h) to this Agreement,

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

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

(j) **Labor Relations; Employee Benefit Plans**.

(i) There are no labor complaints pending, or to the knowledge of HCN threatened, between HCN and any of its past or present employees that could have a material adverse effect on the condition, financial or otherwise, operation or prospects of the business of HCN. No employees of HCN are represented by a labor union or other collective bargaining unit, and HCN is not aware of any attempts to become so represented. No key administrative, marketing or technical employee of HCN, whose departure could have a material adverse effect on the business of HCN, has indicated that he or she has a present intention to terminate his or her employment.

(ii) Except as set forth on Schedule 6(j), there are no employment, option, consulting or other compensation agreements, either written or oral, with any past or present consultant, officer, director or employee of HCN (the "Compensation Agreements").

(iii) Schedule 6(j) sets forth a list of (i) all "employee welfare benefit plans" as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which non-pension benefits (including, without limitation, severance pay, sick leave, vacations or vacation pay, salary continuation, bonus, incentive compensation, medical insurance or benefits, life insurance or death benefits, travel or accident insurance or benefits, or unemployment benefits) are provided for current or former employees of HCN, their spouses or their beneficiaries (the "Welfare Plans") and (ii) all "employee pension benefit plans" within the meaning of Section 3(2) of ERISA, and all other plans, funds, programs, policies, contracts, arrangements or payroll practices, either written or oral, under which pension benefits (including without limitation, pensions, retirement income, deferred compensation, or profit sharing) are provided for current or former employees of HCN, their spouses, or their beneficiaries (the "Pension Plans").

(iv) HCN, and each of the Compensation Agreements, Welfare Plans, and Pension Plans (collectively, the "Plans") are in full compliance with the applicable provisions of ERISA, the Internal Revenue Code of 1986, as amended (the "Code"), and other applicable laws, orders and governmental rules and regulations. Each of the Plans has been maintained in accordance with its terms. HCN is not a member of a group of trades or businesses under common control within the meaning of Section 4001 of ERISA in which any member of the group had, at any time, any obligation to contribute to a Pension Plan subject to Section 412 of the Code or to Title IV of ERISA, including, without limitation, any Multiemployer Plan within the meaning of Section 4001(a)(3) of ERISA.

(v) All unpaid contributions to the Plans and all payments due under the Plans (except those to be made by a trust qualified under Sections 401(a) and 501(a) of the Code) have been properly accrued and reflected on the Financial Statements. All of the Plans that are not qualified under Section 401(a) of the Code have all accrued liabilities properly set forth in the Financial Statements.

(vi) There are no pending or, to the knowledge of HCN, threatened actions, claims or lawsuits that have been asserted or instituted against a Plan, the assets of a Plan or against a Plan sponsor, Plan administrator or a fiduciary of a Plan with respect to the operation of a Plans or the handling of its assets, nor does HCN have knowledge of any facts that could reasonably form the basis for an action, claim or lawsuit. There are no pending investigations by a governmental agency involving a Plan.

(vii) HCN does not maintain a health or life insurance plan that provides for continuing benefits or coverage for any participant or any spouse, dependent or beneficiary under such Plan after termination of employment, except as may be required under Section 4980B of the Code and regulations thereunder ("COBRA"). HCN is in compliance with the COBRA notice and continuation coverage requirements. [HCN shall maintain a group health care plan in order to retain group health care plan coverage responsibility for all persons for whom a qualifying event, within the meaning of Section 4980B of the Code, takes place on or prior to the Closing Date.]

(k) Complete Disclosure. This Agreement and all written certificate or statement of HCN furnished to CRI pursuant to the terms of this Agreement, taken as a whole, do not contain an untrue statement of material fact, or omit to state a material fact necessary in order to make the statement in the circumstance under which it was made not misleading. There is no fact, to the knowledge of HCN, that has a material adverse effect, or will have a material adverse effect, on the consolidated financial condition of HCN that has not been set forth in this Agreement, or in the other documents, certificates and statements furnished to CRI by or on behalf of HCN in connection with the transactions contemplated by this Agreement.

7. **Entire Agreement**. This Agreement and the documents referred to in this

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

8. Binding Effect; Assignment. This Agreement and the various rights and obligations arising under or in connection with this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. None of the parties to this Agreement may assign its respective interests without the express written consent of the other parties.

9. Headings. The headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting its provisions.

10. Expenses of Transaction. CRI shall pay all costs and expenses incurred by it in connection with this Agreement, and the transactions contemplated by this Agreement. HCN shall pay all costs and expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

11. Waiver; Consent. This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than by performance), in whole or in part, except by a writing executed by the parties, and no waiver of any of the provisions or conditions of this Agreement or any of the rights of a party shall be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given or consented. Except to the extent that a party may have otherwise agreed in writing, no waiver by that party of any condition of this Agreement or any ancillary document or breach by any other party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other obligation or representation by such other party, nor shall any forbearance by any party to seek a remedy for any noncompliance or breach by any other party be deemed to be a waiver by such party of its rights and remedies with respect to such noncompliance or breach.

12. No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties to this Agreement and their shareholders, any rights, remedies or other benefits under or by reason of this Agreement.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

14. Number and Gender. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.

15. Severability. With respect to any provision of this Agreement finally determined

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

16. **Attorneys, Fees**. If a legal proceeding is brought to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees whether or not the action or proceeding proceeds to final judgment.

17. **Governing Law**. This Agreement shall in all respects be construed in accordance with and governed by the laws (exclusive of laws governing conflict of law questions) of the State of Florida.

18. **Board Of Directors**. The initial board of directors shall consist of 25 directors of which 12 directors will come from CRI and 12 directors will come from HCN, except for 1 director that currently sits on both Boards. HCN agrees to elect 12 directors from CRI, previously chosen by CRI to sit on the merged board of directors, and the one member that currently sits on both boards.

19. **Officers of the Board**. The initial officers of the board shall consist of 8 officers of which 4 will come from HCN and 4 will come from CRI. HCN will elect the President, Vice-President 2, Treasurer, and a fourth member. HCN agrees to elect 4 officers from CRI, previously selected by CRI, in addition to the Executive Director, to fill the positions of Past President, Vice-President 1, Secretary, a fourth member, and the Executive Director.

20. **Additional Financial Terms**. The parties agree to support the perpetuation of an appropriate operating reserve, and that the general unrestricted operating reserves accumulated by the former CRI shall not be used to defray operating or overhead expenses associated to the former HCN, for a period of 2 years.

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

COMMUNITY RESEARCH INITIATIVE OF SOUTH FLORIDA, INC.

By: _____
Name: Don Fisher, D.O.
Title: President

HEALTH CRISIS NETWORK

By: _____
Name: Betty Alvarez
Title: President

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

On this 25 day of JUNE, 1998, before me personally appeared DON FISHER, who acknowledged to me that he is the PRESIDENT of Community Research Initiative of South Florida, Inc. (the "Corporation"), a Florida not-for-profit corporation, and that he executed the foregoing Agreement and Plan of Merger of the Corporation on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 25 day of JUNE, 1998.

Notary Public

OFFICIAL NOTARY SEAL
RUSSELL E CORBETT
COMMISSION NUMBER
CC422301
MY COMMISSION EXPIRES
DEC. 16,1998

My commission expires: DEC 16 1998

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

On this 25 day of JUNE, 1998, before me personally appeared BETTY ALVAREZ, who acknowledged to me that she is the PRESIDENT of Health Crisis Network (the "Corporation"), a Florida not-for-profit corporation, and that he executed the foregoing Agreement and Plan of Merger of the Corporation on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 25 day of JUNE, 1998.

Notary Public

OFFICIAL NOTARY SEAL
RUSSELL E CORBETT
COMMISSION NUMBER
CC422301
MY COMMISSION EXPIRES
DEC. 16,1998
NOTARY PUBLIC STATE OF FLORIDA [seal]

My commission expires: DEC. 16 1998

SCHEDULES

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

Exhibits

4	Articles of Incorporation and Bylaws

Schedule 5(d)
Financial Statements of CRI

March Financials.

COMMUNITY RESEARCH INITIATIVE

OF SOUTH FLORIDA, INC.

STATEMENT OF FINANCIAL POSITION

MARCH 31, 1998

ASSETS

CURRENT ASSETS:		
Cash	$	512,308
Program funding receivable		188,785
Prepaid expenses		6,255
Advance to employees		250
Total Current Assets		707,598
PROPERTY AND EQUIPMENT,		
Furniture & fixtures		29,383
Computer & office equipment		114,340
Lab equipment		4,698
Leasehold improvement		1,252
Total Property and Equipment		149,673
Less: Accumulated depreciation		(87,253)
Net Property and Equipment		62,420
OTHER ASSETS		
Utility deposits		1,455
TOTAL ASSETS	$	771,473

See accountants' report.

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:

Tax-deferred annuity payable	$ 0
Payroll taxes payable	3,621
Total Current Liabilities	3,621

NET ASSETS:

Unrestricted	647,942
Temporarily restricted	119,910
Total Net Assets	767,851
TOTAL LIABILITIES AND NET ASSETS	$ 771,473

See accountants' report.

COMMUNITY RESEARCH INITIATIVE

OF SOUTH FLORIDA, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

FOR THE THREE MONTHS ENDED MARCH 31, 1998

	UNRESTRICTED FUND	TEMPORARILY RESTRICTED FUND	PERMANENTLY RESTRICTED FUND	TOTAL
REVENUES:				
Study revenue	$ 0	$ 283,801	$ 0	$ 283,801
Donations	20,646	0	0	20,646
Other fundraising program income	0	4,110	0	4,110
Interest income	4,452	0	0	4,452
Net assets released from restrictions:				
Satisfaction of program restrictions	247,638	(247,638)	0	0
Total Revenues	272,736	40,273	0	313,009
OPERATING EXPENSES:				
General and administrative expenses	60,724	0	0	60,724
Study and program expenses	193,553	0	0	193,553
Total Operating Expenses	254,277	0	0	254,277
CHANGES IN NET ASSETS	18,459	40,273	0	58,732
NET ASSETS, BEGINNING OF YEAR	629,483	79,637	0	709,120
NET ASSETS, END OF PERIOD	$ 647,942	$ 119,910	$ 0	$ 767,851

See accountants' report.

CRI OF SOUTH FLORIDA, INC.

COMBINED STATEMENT OF REVENUES AND EXPENSES

FOR THE ONE MONTH ENDED AND THREE MONTHS ENDED

MARCH 31, 1998

	Actual	%	Budgeted	Variance	Actual	%	Budgeted	Variance
REVENUES:								
Industry clinical trials	$ 39,386	54	$ 45,720	$ (6,334)	$ 217,710	70	$ 137,161	$ 80,549
Ryan White grants	26,181	36	13,575	12,606	56,092	18	40,726	15,366
Health foundation grant	0	0	4,167	(4,167)	0	0	12,500	(12,500)
Other grants	0	0	2,500	(2,500)	10,000	3	7,500	2,500
Red ribbon ride	0	0	2,083	(2,083)	7,497	2	6,250	1,247
Development programs	5,330	7	26,815	(21,485)	17,070	5	80,450	(63,380)
Other:								
Interest income	1,579	2	0	1,579	4,452	1	0	4,452
Miscellaneous income	190	0	0	190	190	0	0	190
Total Revenues	72,666	100	94,860	(22,194)	313,011	100	284,587	28,424
EXPENSES:								
Industry Clinical Trials:								
Direct salary expense	17,099	24	26,489	(9,390)	63,836	20	79,467	(15,631)
Other direct	8,985	12	625	8,360	9,484	3	1,875	7,609
Total Direct	26,084	36	27,114	(1,030)	73,320	23	81,342	(8,022)
Ryan White Grants:								
Direct salary expense	9,221	13	8,892	329	34,198	11	26,674	7,524
Other direct	3,240	4	3,836	(596)	15,008	5	11,505	3,503
Total Direct	12,461	17	12,728	(267)	49,206	16	38,179	11,027
Health Foundation Grant:								
Direct salary expense	12,382	17	3,224	9,158	36,305	12	9,671	26,634
Other direct	2,184	3	602	1,582	3,698	1	1,805	1,893
Total Direct	14,566	20	3,826	10,740	40,003	13	11,476	28,527
Campbell Foundation Grant:								
Direct salary expense	2,282	3	3,250	(968)	7,077	2	9,750	(2,673)
Other direct	250	0	958	(708)	375	0	2,875	(2,500)
Total Direct	2,532	3	4,208	(1,676)	7,452	2	12,625	(5,173)
Total Other Grants	0	0	0	0	18	0	0	18
Total Red Ribbon Ride	0	0	250	(250)	2,646	1	750	1,896
Total Fundraising	7,999	11	12,646	(4,647)	20,835	7	37,936	(17,101)
Total General and Admin.	21,984	30	34,091	(12,107)	60,722	19	102,282	(41,560)
Total Expenses	85,626	118	94,863	(9,237)	254,277	81	284,590	(30,313)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (12,960)	(18)	$ (3)	$ (12,957)	$ 58,734	19	$ (3)	$ 58,737

See accountants' report.

Schedule 5(e)
Liabilities of CRI

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

Schedule 5(f)
Intellectual Property of CRI

None.

Schedule 5(g)
Facilities and Equipment of CRI

Inventory List.

ASSIGNED TO	ITEM	MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
ADC									
RECEPTION									
	HARD DRIVE	DELL	433s/M	2TLZG	8/10/93	GYUR10SK	N/A	N/A	N/A
	MONITOR	DELL	D1526T-HS	7007063	Jan-93	AK8CPD15SF1	100/120	60	1.5
	KEY BOARD	DELL	SK1000RE	M941101847	N/A	GYUR10SK	N/A	N/A	N/A
	MOUSE	MICROSFT	N/A	365397	N/A	N/A	N/A	N/A	N/A
	L DESK								
	CHAIR								
	PHONE	AT&T	MLS 34D						
CONFERENCE ROOM									
	11 TABLES								
	39 BASIC CHAIRS								
	Overhead Projector								
	Slide Projector								
	Screen								
WAITING AREA									
	5 chairs								
GENERAL ADM									
STA 1	HARD DRIVE	ACER		A679602					
	MONITOR	ACERVIEW	7134T	M134T0191500	1/2/94	JVPT7134T	100/240	50/60	2A
	KEY BOARD	ACER	6511	K6548115489	8/11/94	GQ86311-K	N/A	N/A	N/A
	MOUSE	N/A	M/N: M-528	N/A	N/A	DZL210472	5	N/A	125MA
	1 deskwith return								
	CHAIR								
	2, Five draw vertical filing cabinets								
	PHONE	AT&T	MLS 6						
STA 2	HARD DRIVE	DELL		2TNT1					
	1 desk with return								
	CHAIR								
	PHONE	AT&T	706.0						

ASSIGNED TO	ITEM	MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
EXECUTIVE DIRECTOR									
	HARD DRIVE	DELL	XPSP90MT	4DXX0	N/A	EZKXPSP90MT	N/A	N/A	N/A
	MONITOR	DELL	D1528-LS	90627G1172B6	Nov-96	H410M15006	N/A	N/A	N/A
	KEY BOARD	ATIOIR	N/A		N/A	GYUR26SK	N/A	N/A	N/A
	MOUSE	MICROSOFT		1169396	N/A	CEKAZB1	N/A	N/A	N/A
	Desk								
	Office Chair								
	6 side chairs								
	credenza								
	bookshelves								
	36" Round meeting table								
ASST TO EXECUTIVE DIR									
	HARD DRIVE	DELL	MMS	8BDK1	2/5/97	E2KHANNIBA	115	60/50	6.03
	MONITOR	DELL ULTRA	VC7N	305020300	9-May	BEBT956705K	120	50/60	1.1
	KEY BOARD	DELL	5K-100REW	N/A	N/A	GPUR265K	5	N/A	2.75
	MOUSE	DELL	M-534-6MD	LZA65056374	N/A	D2L210472	5	N/A	3
	COLORADO 350	N/A	JT35C	U50X329887	6/26/95	EF2699JTC	5	N/A	2
	PRACT.PER.	N/A	PT-79600FXM	N/A	N/A	DUPO220MT	N/A	N/A	N/A
	MODEM	ROBOTICS FAX	LR64979	3.0839E+14	N/A	CJE0340	N/A	N/A	N/A
	HARD DRIVE	DELL POWER EDGE		813WGW	1/11/97	E2KRKD	115	60/50	6
	MOUSE	N/A	M-534	LZA65060826	N/A	DZL210472	5	N/A	3
	POWER CON.	BACK-UP 600	N/A	B93050461851	N/A	N/A	120	60	N/A
	KEY BOARD	N/A	81751	129416BK4629	N/A	GYUM925K	5	N/A	2.75
	MONITOR	N/A	TRI43M2TO	3117396	Feb-93	ACJ92512110	120	60	6
	MONITOR	DELL	433/L	2TL29	7/22/93	E2K486MN	115	60/50	6
	KEY BOARD	DELL	26756	M930405866D	N/A	GYUROSSK	5	N/A	2.75
	KEY BOARD	MITSUBISHI	KPQ-E992C-1	KPGEA42A		CMYPQ6987			
	PRINTER	HP LASERJET		USTCO483113	Sep-93	89462001A			
	Desk								
	2 office chairs								
	4 Five draw filing cabinets								
	Fixed bookshelves								
	telephone								

ASSIGNED TO	ITEM	MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
BUSINESS OFFICE									
	HARD DRIVE	DELL	466DM	40RCX	1/18/95	N/A	115/230	60/50	6.0/3.0A
	MONITOR	DELL	D1526T-HS	7007231	Dec-94	AKBCPO155FI	100/120V	50/60	1.8A
	KEY BOARD	SIIG WINTOUCH	KB1927	J22C6000291	N/A	FK35IIGSKB10	N/A	N/A	N/A
	MOUSE	DELL	N/A	LC2541034322	N/A	N/A		N/A	
	FAX MODEM	HAYES ACCURA	M/N 5120AM	AO3L512CK116	N/A	BFJUSA-20375	N/A	N/A	N/A
	Desk with return								
	1 five draw lateral filing cabinet								
	1 office chair								
DEVELOPMENT ASSOC									
	HARD DRIVE	DELL	466/MN	40RCY	1/18/95	E2K486MN	115/230	60/50	6.0/3.0A
	PRINTER	HP	DESKJET340	34K9					
	MONITOR	DELL	D1526THS	7012569	Dec-94	AK8CPD155F1	100/120	50/60	1.8A
	KEY BOARD	N/A	SK=100RE	M941172949-1U	N/A	GYURIOSK	5	N/A	275MA
	MOUSE	DELL	M/N M-528	N/A	N/A	D2L210513	5	N/A	1.5MA
	2 DESKS								
	2 office chairs								
	1 five shelf book case								
	1 five draw lateral file cabinet								
	1 portable HP Desk jet printer								
	Telephone								
DEVELOPMENT DIR									
	HARD DRIVE	DELL	433/L	3HRQF	4/2/94	E2K486L	115/230	60/50	5.0/2.5A
	MONITOR	DELL	P14284	M454107893	N/A	BGBSD4541C	110/120	50/60	1.6A
	KEY BOARD	ATIOIR	P/N 26786	M9311-035036	N/A	GYUROSKK	5	N/A	N/A
	MOUSE	DELL	M/N MSF 14/2	LT243000081	N/A	D2LMSF142	5	N/A	125MA
	1 desk with return								
	2 CHAIRS								
	1 five draw lateral file cabinet								
	1 five shelf book case								
	Telephone								
	36" round meeting table								

ASSIGNED TO	ITEM	MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
RESEARCH ADMIN									
	HARD DRIVE	DELL	466/MN	4DRCW	1/21/95	E2K486MN	115/230	60/50	6.0/3.0A
	MONITOR	DELL	9526T-HS	7005266	Nov-94	AK8CPD155FI	100/120	50/60	1.8A
	KEY BOARD	ATIOIR	P/N 26756	M9304-069325	N/A	GYOROSSK	5	N/A	N/A
	MOUSE	DELL	M/N MSF 14/2	LT243000014	N/A	02LMSF142	5	N/A	125MA
	Telephone								
	2 DESKS								
	2 CHAIRS								
	2 five draw lateral file cabinets								
	1 five shelf book case								
RESEARCH CLINC MGR									
	HARD DRIVE	DELL	433/L	2XNIL	8/26/93	E2K486L	115/230	60/50	5.0/2.5A
	MONITOR	DELL	VC5	302B2294(V)*	Jan-93	ARFKDM1466	100/120	60	1.5
	KEY BOARD	BTC PROF.	GTO-53	K405063742	N/A	ESXSRSBTC53	N/A	N/A	N/A
	MOUSE	DELL	M/N MSF 14/2	LT243000099	N/A	D2LMSF142	5	N/A	125MA
	DESK								
	CHAIR								
	1 five draw horizontal file cabinet								
	Telephone								
RESEARACH CLINIC DIR									
	DESK								
	CHAIR								
	2 five shelf book cases								
	Telephone								
LAB									
	1 incubator								
	-70 FRIDGE								
	3 fixed centrifuges								
	OPTHAL MASCOPE								
	Faxcount machine								
	1 swing bucket								
	1 five shelf book case								
	1 five draw lateral file cabinet								
	Telephone								
	2 refrigerators								
	opthalmascope - portable								

ASSIGNED TO	ITEM	MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
Exam Rm - 1									
	Scale								
	1 lamp								
	1 exam table								
	1 wall unit opthalmascopes								
	1 wall unit BP kit								
	1 IV pole								
	1 typing table								
	1 water cooler								
Exam Rm - 2									
	1 lamp								
	1 exam table								
	1 wall unit opthalmascopes								
	1 wall unit BP kit								
	1 IV pole								
	1 typing table								
CLINCIAL COORD'S									
STAT 1									
	1 desk								
	1 chair								
	2 five shelf book cases								
	1 five draw filing cabinet								
	1 Fax Machine								
	1 Hard Drive		433.L	2W4GB	81093.00	E2K486L	115/230		
	Monitor		VC5	302B2305	Jan-93	ARFKDM1466	100-200	60	1.5
	Keyboard		AT101R	26756		GYUROS5K	5		275
	Mouse								
	1 telephone								
STAT 2									
Christiane	1 desk								
	1 office chair								
	1 four draw filing cabinet								
	2 five shelf book cases								
	1 telephone								
ASSIGNED TO	ITEM	MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
STAT 3									

Ray	1 desk								
	1 office chair								
	1 four draw filing cabinet								
	2 five shelf book cases								
	1 telephone								
STAT 4									
Dino	1 desk								
	1 office chair								
	1 four draw filing cabinet								
	2 five shelf book cases								
	1 telephone								
STAT -5									
Blank	1 desk								
	1 office chair								
	1 four draw filing cabinet								
	2 five shelf book cases								
	1 telephone								
Clinical Other									
	6 five shelf book cases								
Kitchen									
	1 refrigerator								
	1 table								
	3 chairs								
Hall Way									
	4 five draw lateral file Cabinets								
	1 laptop computers								
	1 laptop computer								
COPY ROOM									
	PRINTER	HP	LASER JET 4	JPGL111235	Jul-95	894C203779	120	50/60	7.8
	COPIER	TOSHIBA	M5020	C7217	N/A	VC214672	115	60	1.2
	FAX	BROTHER	MFC4550	D73627187	N/A	B3QMFC45	120V	60	4.5
	Postage meter	PITNEY BOWES	6909	5458291	N/A	N/A	120	60	0.4
	PAPER SHREDDER	FELLOWS		5458291					
	PHONE	LUCENT	18D						
	1 storage cabinet								

ASSIGNED TO	ITEM	MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
VOLUNTEER ROOM									
	HARD DRIVE	DELL	433/L	2TNT3	7/23/93	E2K486L	115/230V	60/50	5.0/2.5A
	MONITOR	DELL	VC5	302B230507	Jan-93	ARFKDM	100/120V	60/50	5.0/2.5A
	KEY BOARD	ATIOIR	P/N: 26756	M9304-069162	N/A	GYUROSSK	5V	N/A	275MA
	MOUSE	DELL	M/N M-528-6	N/A	N/A	DZL21D472	5V	N/A	125MA
	TYPEWRITER	BROTHER	GX6750	F76177551	N/A	N/A			
	Scanner	Hewlett Packard	ScanJetADF	861574					
	1 storage cabinet								
	Scanner								
	Modem								
	Telephone								

ASSIGNED TO	ITEM	MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
BSO	FAX MACHINE		INTELLIFAX9	1351189947	N/A	N/A	N/A	N/A	N/A
	COPY MACHINE	N/A	DC4086	37000972	N/A	N/A	N/A	N/A	N/A
	FAX	BROTHER	8050	85400640	N/A	CH58XK19254	120V	60	4.5
	Lab Stool								
	Kitchen Refrigerator								
BSO CLIN	INCUBATOR								
	-70 FREEZER	Harris	U18F307184UP						
	PORTABLE EKG								
	Centerfuge	SmithKline							
	Centerfuge	IEC							
	Centerfuge	Metpath							
	1-PORTABLE OPTHAMASCOPE								
	SCALE								
	MEDICINE FRIDGE								
Tanisha's Desk	HARD DRIVE	Dell	N/A	90627SOLV186	N/A	H41CM15006	N/A	N/A	N/A
	MONITOR	Dell	N/A	90627SOLV186	N/A	H41CM15006	N/A	N/A	N/A
	KEYBOARD	Dell	SK-1000REW	N/A	N/A	GYUR265K	N/A	N/A	N/A
	MOUSE	Dell	N/A	491847	N/A	C3KKMP3	N/A	N/A	N/A
	2 Chairs								
	Telephone	AT&T							
	Desk								
	Swivel Chaira								
	PRINTER	HP	N/A	LISKB022184	N/A	B94C3916A	N/A	N/A	N/A
Carol's Desk	HARD DRIVE	Dell	V1528UBP	N/A	N/A	ARFKDM1566	N/A	N/A	N/A
	MONITOR	Dell	V1528UBP	N/A	N/A	ARFKDM1566	N/A	N/A	N/A
	KEYBOARD	Dell	N/A	SK100RE	N/A	GYUR10SK	N/A	N/A	N/A
	MOUSE	Dell	MS28-6MD	N/A	N/A	DZL210472	N/A	N/A	N/A
	Desk								
	Swivel Chaira								
	2 Book Shelves								
	1-Two Draw File Cabinet								
	2 Chairs								
	1-Four Draw File Cabinet								
	Telephone	AT&T							
	PRINTER		N/A	USFBO15943	N/A	B94C3150A	N/A	N/A	N/A

ASSIGNED TO		MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
Station #1	Desk								
	2- Five Shelf Bookcases								
	1-Swivel Chair	Globe	1200						
	Telephone	AT&T	706						
	1 Chair								
Station #1A	2-Four Draw File Cabinets	Hon	2000						
	1 microwave oven	JC Penny	59100030						
	Paper Shredder	Fellowes	PS75						
Station #2									
	Desk								
	1-Four Draw file Cabinet								
	2-Five Shelf Book Cases								
	1 Chair								
	Telephone	AT&T	706						
	1 Swivel Chair	Globe	1200						
Station #3	Desk								
	1-Four Draw File Cabinet	Hon	2000						
	Swivel Chair	Globe	1200						
	2-Five Shelf Book Cases								
	Telephone	AT&T	706						
	1-Two Shelf Bookcase								
	Copy Machine	Mita	DC4086	64344					
	Fax Machine	Brother	950	1351189947					
	1 Chair								
Station #4	Desk								
	Swivel Chair	Globe	1200						
	Chair								
	1-Four Draw file Cabinet	Hon	2000						
	2-Five Shelf Book Cases								
	Telephone	AT&T	706						
Exam Room #1	1-Five Shelf Bookcase								
	1 Exam Table								
	Chair								
	Blood Pressure Machine		Standard						
	Otoscope	Welch Allyn							
Exam Room #2	Desk								
	Exam Table	ABCO							
	Large Cabinet								
	Blood Pressure Machine	Welch Allyn	Standard						

	Otoscope								
Volunteer Room	2-Desks								
	2 Swivel Chairs								
	Lg 2 Door Cabinet								
	2 chairs								

ASSIGNED TO		MAKE	MODEL	SERIAL NO.	MAN. DATE	FCC I.D.	VOLTS	H-Z	AMPS
WPB	Fax Machine	Brother	MFL4550PLU	L73764063					
	Telephone	AT&T	MLX						
	3-DESKS								
	3 DESK CHAIRS	Pneumatic	#1217						
	3 Green Waiting Rm Chairs								
	1 Bookshelve								
	Paper Shredder	Fellowes	Pwershre PS75						
	table top copy machine	Cannon121202		NTP69287					
	two vertical 4-draw filing cabinets								
	Printer	HP	Lasserjet5	USKB022184					
	two horizonyal 5-draw filing cabinets								
	grey 6'x8' folding table								
	Looking Medicine Cab								
	Monitor	Dell	Ultrascan	302B3200					
	Hard Drive	Dell	Optiflex4334	3HRQF					
Exam Room	Otoscope	Welch Allyn	#20000						
	wall BP unit								
	opthalmascope unit	Welch Allyn							
	Centrifudge	Natl Health Labs	611B	E95144					
	1-Bookshelf unit								
	Scale								
	Bip Cuff	Baumanometer	#33	BJ1833					
	2-Chairs								
	One Desk								
	Exam Table								
	Electrocadiogram	Schiller		19010033					
Lab	2 CENTRIFUGE								
	COMPONENTS FOR CENTRIFUGE								
	Swing Bucket Centrifuge								
	-70 FREEZER	Harris	X22G356171YG						
	PORTABLE EKG								
	UPGRADE FOR EKG								
	INCUBATOR								
	FRIDGE MEDICATION	Roper	EG271712978						
	Swivel Lab Chair	Drafting Stool		7184120					
	Lab Desk								
	Wall Phone								

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

None, as per search report.

CRI - LIENS

CSC - TALLAHASSEE
1201 HAYS STREET
TALLAHASSEE FL 32301

800-342-8086
850-222-0393 FAX

THE UNITED STATES CORPORATION COMPANY

SEARCH REPORT

DATE: May 5, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ
SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-005

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: COMMUNITY RESEARCH INITIATIVE OF SOUTH FLORIDA, INC.

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

Jurisdiction:	FL - STATE OF FLORIDA
Updated From:	
Thru Date:	APRIL 29, 1998
UCC Filings:	CLEAR
Jurisdiction:	FL - STATE OF FLORIDA
Updated From:	
Thru Date:	APRIL 30, 1998
Federal Tax Liens:	CLEAR

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

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

CKI-LIENS

CSC - TALLAHASSEE
1201 HAYS STREET
TALLAHASSEE FL 32301

800-342-8086
850-222-0393 FAX

THE UNITED STATES CORPORATION COMPANY

SEARCH REPORT

DATE: May 6, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ
SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-005

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: COMMUNITY RESEARCH INITIATIVE OF SOUTH FLORIDA, INC.

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

Jurisdiction:	FL - DADE COUNTY CIRCUIT COURT
Updated From:	
Thru Date:	APRIL 17, 1998
UCC Filings:	CLEAR
Jurisdiction:	FL - DADE COUNTY CIRCUIT COURT
Updated From:	
Thru Date:	APRIL 17, 1998
State Tax Liens:	CLEAR
Jurisdiction:	FL - DADE COUNTY CIRCUIT COURT
Updated From:	
Thru Date:	APRIL 17, 1998
Federal Tax Liens:	CLEAR
Jurisdiction:	FL - DADE COUNTY CIRCUIT COURT
Updated From:	
Thru Date:	APRIL 26, 1998
Judgments:	CLEAR

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

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

Schedule 5(i)
Litigation of CRI

None, as per search report.

CRI-LITIGATION)

CSC - TALLAHASSEE
1201 HAYS STREET
TALLAHASSEE FL 32301

800-342-8086
850-222-0393 FAX

THE UNITED STATES CORPORATION COMPANY

SEARCH REPORT

DATE: May 6, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ
SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-005
CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: COMMUNITY RESEARCH INITIATIVE OF SOUTH FLORIDA, INC.

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

Jurisdiction: FL - DADE COUNTY

Updated From:
Thru Date: April 26, 1998
Judgments: CLEAR

Jurisdiction: FL - DADE COUNTY

Updated From:
Thru Date: Aril 26, 1998
Number of Years: 10
Pending Suits: CLEAR

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

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

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

Employee Benefits attached, including Vacation/Sick Liabilities.
Regarding CRI's pension plan: form 5500 has not been filed as it is not due until July 98.
Consulting Agreements attached.

CRI

COMMUNITY RESEARCH INITIATIVE
of South Florida, Inc.

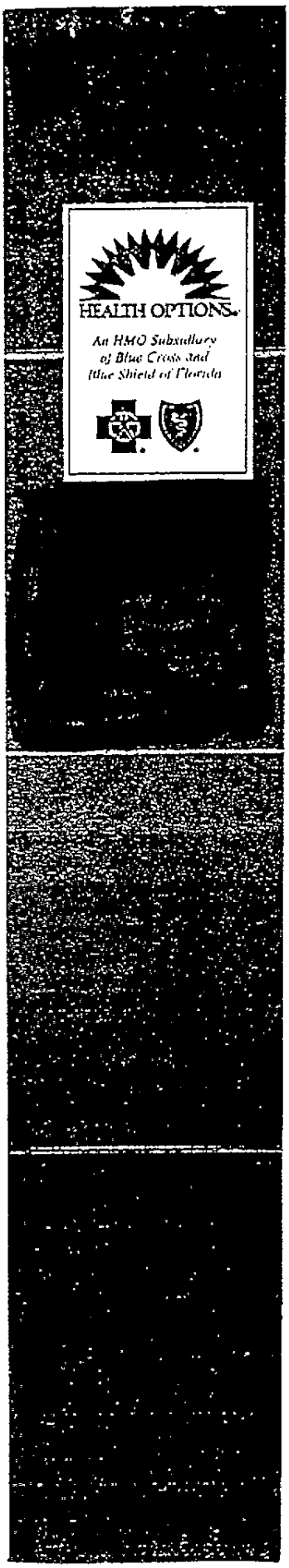
1320 South Dixie Highway ■ Suite 485 ■ Coral Gables, Florida 33146
(305) 667-9296 ■ Fax: (305) 667-8686

Community Research Initiative of South Florida

Benefit Summary

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

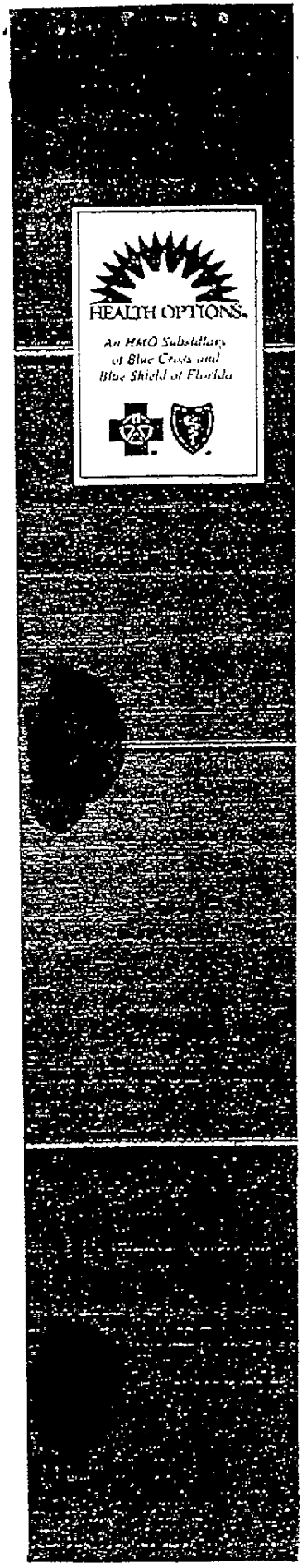
Health Insurance



SCHEDULE OF BENEFITS - HMO OPTION 1

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

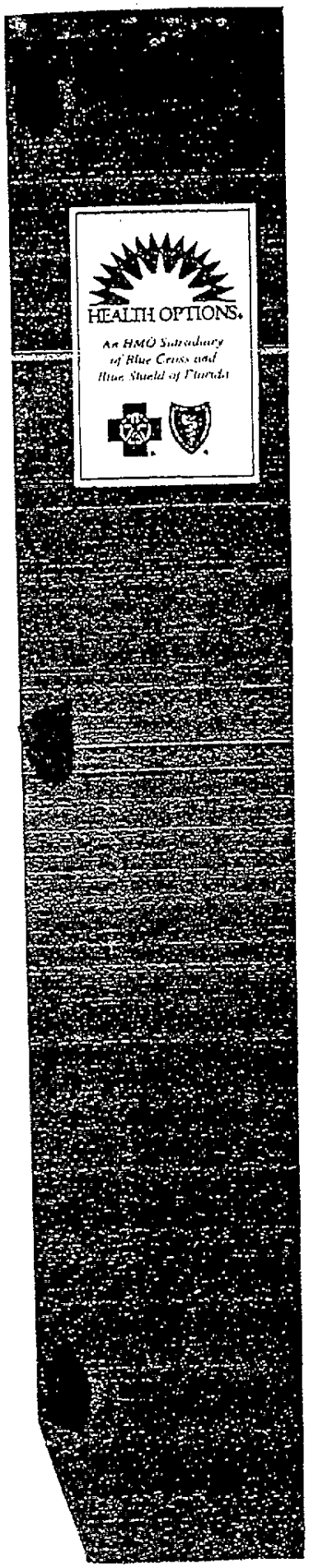
BENEFITS	COST TO YOU
Outpatient Office Services	
For Medical Consultation and Treatment:	
• Primary Care Physician office visits	$5.00 Copay Per Visit
• Participating Specialist office visits	$5.00 Copay Per Visit
These Office Services May Include:	
• Pediatric and well baby care	No Additional Copay
• Periodic health evaluation & immunizations	No Additional Copay
• X-ray, laboratory, other diagnostic services	No Additional Copay
• Health Education	No Additional Copay
• Professional counseling (family planning, nutritional and medical social services)	No Additional Copay
• Short term physical, occupational and speech therapy	No Additional Copay
• Vision and hearing screening for children	No Additional Copay
• Family planning services	No Additional Copay
Additional Office Services	
• In-Office surgical procedure	$5 Copay Per Visit
Hospital Services (Inpatient)	
• Room and board - unlimited days (semi-private)	No Copay
Inpatient Hospital Services May Include:	
• Physician's specialist's and surgeon's service	No Additional Copay
• Anesthesia, use of operating and recovery rooms, oxygen, drugs and medications	No Additional Copay
• Intensive care unit and other special units; general and special duty nursing	No Additional Copay
• Laboratory and X-Ray services	No Additional Copay
• Required special diets	No Additional Copay
• Radiation, inhalation and short term physical and rehabilitation therapy	No Additional Copay
Hospital Or Ambulatory Facility (Outpatient)	
• Outpatient surgical services to include surgeon's services, anesthesia, use of operating and recovery rooms, oxygen, drugs and medication, including:	No Copay
◦ Hospital or surgical center	
◦ Surgeon's fees	
◦ Outpatient laboratory, X-Ray and other tests	



SCHEDULE OF BENEFITS - HMO OPTION 1

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

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



SCHEDULE OF BENEFITS - HMO OPTION 1

PRINCIPAL EXCLUSIONS AND LIMITATIONS

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

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

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

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

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

Principal-Life Insurance

SUMMARY OF BENEFITS

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

MEMBER LIFE INSURANCE

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

Class	Scheduled Benefit *
ALL MEMBERS	$ 20,000

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

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

Age	% of Scheduled Benefit (or approved amount)
Age 65 but less than age 70	75%
Age 70 and over	50%

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D)

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

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

Long Term Disability

SECTION IV - BENEFITS

DISABILITY

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

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

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

The monthly benefit will not:

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

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

MONTHLY BENEFIT

To figure the amount of monthly benefit:

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

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

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

2. After 12 months, the following formula will be used to figure the monthly benefit.

(A divided by B) x C

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

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

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

OTHER INCOME BENEFITS

Other income benefits means those benefits as follows:

1. The amount for which the insured is eligible under:

   a. Workers' or Workmen's Compensation Law;

   b. occupational disease law; or

   c. any other act or law of like intent.

2. The amount of any disability income benefits for which the insured is eligible under any compulsory benefit act or law.

3. The amount of any disability income benefits for which the insured is eligible under:

   a. any other group insurance plan;

   b. any governmental retirement system as a result of his job with the employer.

4. The amount of benefits from the employer's retirement plan the insured:

   a. receives as disability benefits;

   b. voluntarily elects to receive as retirement benefits; or

   c. is eligible to receive as retirement benefits when the insured reaches the greater of age 62 or normal retirement age, as defined in the employer's retirement plan.

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

5. The amount of disability or retirement benefits under the United States Social Security Act, The Canada Pension Plan, or The Quebec Pension Plan, or any similar plan or act, as follows:

   a. disability benefits for which:

      i. the insured is eligible; and

      ii. his spouse, child or children are eligible because of his disability; or

   b. retirement benefits received by:

      i. the insured; and

      ii. his spouse, child or children because of his receipt of the retirement benefits.

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

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

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

1. have not been awarded; and

2. have not been denied; or

3. have been denied and the denial is being appealed.

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

1. applies for benefits under item 5.a; and

2. requests and signs the Company's Agreement Concerning Benefits.

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

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

1. of the amount awarded; or

2. that benefits have been denied and the denial is not being appealed.

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

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

COST OF LIVING FREEZE

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

LUMP SUM PAYMENTS

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

TERMINATION OF DISABILITY BENEFITS

Disability benefits will cease on the earliest of:

1. the date the insured is no longer disabled;

2. the date the insured dies;

3. the end of the maximum benefit period;

4. the date the insured's current earnings exceed 80% of his indexed pre-disability earnings.

RECURRENT DISABILITY

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

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

1. returns to his regular occupation on a full-time basis for less than six months; and

2. performs all the material duties of his occupation.

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

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

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

SURVIVOR BENEFIT

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

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

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

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

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

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

GENERAL EXCLUSIONS

This policy does not cover any disability due to:

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

PRE-EXISTING CONDITION EXCLUSION

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

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

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

MENTAL ILLNESS LIMITATION

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

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

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

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

2. The insured continues to be disabled and becomes confined:

   a. after the 24-month period; and

   b. for at least 14 days in a row.

   The monthly benefit will be payable during the confinement.

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

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

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

Pension Plan

The 401(a) Profit-Sharing Plan

Of

Community Research Initiative of South Florida, Inc.

Miami, Florida

Table of Contents

Section 1 - ADOPTION AGREEMENT

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

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

1.1 EMPLOYER, ADMINISTRATOR, EFFECTIVE DATE(S)

(a) NAME OF EMPLOYER: Community Research Initiative of South Florida, Inc.

(b) PLAN EFFECTIVE DATE: January 1, 1997

(c) PLAN YEAR: The twelve consecutive month period beginning January 1 and ending December 31.

(d) PLAN ADMINISTRATOR: The Employer named in Section 1.1(a).

1.2 ELIGIBILITY

(a) ELIGIBLE CLASS OF EMPLOYEES:

All Employees are eligible.

(b) MINIMUM AGE AND SERVICE REQUIREMENTS:

(1) Age Requirement

The minimum age requirement is 21.

(2) Service Requirement

The minimum service requirement shall be one Year of Service.

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

1.3 EMPLOYER CONTRIBUTIONS

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

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

1.4 COMPENSATION

(a) For the purpose of calculating Employer Contributions and with regard to Section 2.6, Compensation includes all of the following items:

(1) Employer contributions made pursuant to a salary reduction agreement which are not includible in the gross income of the Participant under Sections 125, 402(e)(3), 402(h) or 403(b) of the Code;

(2) Compensation deferred under an eligible deferred compensation plan within the meaning of Section 457(b) of the Code; and

(3) Employee contributions under Section 414(h)(2) of the Code that are picked up by an employing unit under a government plan.

(b) Compensation excludes all of the following items: (1) reimbursements; (2) expense allowances; (3) cash and noncash fringe benefits; (4) moving expenses; (5) welfare benefits; and (6) deferred Compensation (except as specified in Section 1.4(a)(2).

1.5 VESTING REQUIREMENT

(a) The amounts in a Participant's Accounts shall be 100% vested upon the attainment of his Normal Retirement Age, or if earlier, upon the completion of 5 Years of Vesting Service.

(b) The minimum Top-Heavy vesting requirement for all years in which the Plan is found to be Top-Heavy shall be 100% vesting upon completion of 3 Years of Vesting Service.

1.6 LOANS

Loans are not permitted under this Plan.

1.7 INVESTMENT OPTIONS

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

1.8 WITHDRAWAL RESTRICTIONS

(a) Subject to Section 8.3, any Participant may withdraw amounts allocated to his Accounts before he terminates employment with the Employer if any of the following conditions apply:

(1) The Participant is disabled due to a Disability, as defined in Section 7.3;

(2) The Participant incurs a Hardship, as defined in Section 8.4;

(3) The Plan is terminated; or

(4) The Employer sells the subsidiary, trade or business that employs the Participant.

(b) Except for the conditions outlined in Section 1.8(a) above, a Participant may withdraw amounts allocated to his Accounts only upon termination of employment.

THE EMPLOYER HEREBY REPRESENTS THAT:

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

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

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

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed by an authorized individual as of this _____ day of _____, 19____.

For The Employer, By: X _____
(signature of authorized officer)

Title: Executive Director

Date: 4/22/97

Underwriter Certified
By:
Date: 3.27.97

CRI

COMMUNITY RESEARCH INITIATIVE
of South Florida, Inc.
1320 South Dixie Highway ■ Suite 485 ■ Coral Gables, Florida 33146
(305) 667-9296 ■ Fax: (305) 667-8686

ACCRUED/QUANTIFIED BENEFIT TIME
by Employee
As of 4/30/98

Employee	Available Vacation	Vacation $	Available Sick	Sick $	Available Float	Float $	Total $/employee
Tanisha Brown	0	$ -	0	$ -	0.5	$ 37.28	$ 37.28
Amy Chatlos	4	$ 532.16	1	$ 133.04	1	$ 133.04	$ 798.24
John Cochrane	5	$ 890.00	0.5	$ 89.00	1	$ 178.00	$ 1,157.00
Joe Graziano	2	$ 295.04	1	$ 147.52	2	$ 295.04	$ 737.60
Lynn Healy	4	$ 445.76	5.5	$ 612.92	2	$ 222.88	$ 1,281.56
Christiane Jones	3	$ 463.92	0	$ -	1.5	$ 231.96	$ 695.88
Donald Jones	3	$ 285.56	0	$ -	2	$ 191.04	$ 476.60
Michael Kaiser	3	$ 477.60	2	$ 318.40	1	$ 159.20	$ 955.20
Cindy Liwosz	0	$ -	1	$ 97.52	1	$ 97.52	$ 195.04
Carol Puckett	3	$ 522.72	1	$ 174.24	0	$ -	$ 696.96
Ross Rosado	1	$ 76.56	0.5	$ 38.28	0	$ -	$ 114.84
Tina Voci	3	$ 477.12	1.5	$ 233.56	1.5	$ 223.56	$ 934.24
Howard Yontef	0	$ -	0	$ -	0	$ -	$ -
		$ 4,466.44		**$ 1,844.48**		**$1,769.52**	**$ 8,080.44**

COMMUNITY RESEARCH INITIATIVE
of South Florida, Inc.
1320 South Dixie Highway ■ Suite 485 ■ Coral Gables, Florida 33146
(305) 667-9296 ■ Fax: (305) 667-8686

Consulting Agreement

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

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

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

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

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

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

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

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

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

M.A.G. Initiatives	Community Research Initiative of South Florida
Willis "Mark" Byrd, President	Richard Siclari, Executive Director
4/21/98	4/24/98
Date	Date

WEDNER & FRIENDS

Special Events Management and Marketing

March 5, 1998

Letter of Agreement

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

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

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

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

729 NE 71 Street • Miami, FL 33138 • 305.757.6908 tel • 305.757.9795 fax

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

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

CRI of South Florida

3/9/98
Date

Wedner & Friends

3-5-98
Date

Comprehensive Computer Solutions, Inc.

Integrating Management and Technology

January 19, 1998

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

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

Our engagement will be designed to perform the following services:

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

Computer Support Responsibilities:

1. Provide labor for computer related services.
2. Make the necessary telephone calls to the manufacturer of software and hardware for repairs or replacement of equipment. CCS is not responsible for delivery and shipping costs.
3. When you request service from CCS that cannot be addressed over the phone or by remote access, if applicable, CCS will respond to that problem within 6 hours from the time the trouble call was first placed.

Computer Hardware/Peripherals:

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

Billing:

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

Liability:

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

Damages:

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

Termination:

Either party can terminate this agreement at any time.

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

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

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

COMPREHENSIVE COMPUTER SOLUTIONS, INC.

APPROVED:

BY: _____ TITLE: Exec. Director

DATE: 1/26/98

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

Invoice

DATE	INVOICE #
3/23/1998	9803_134

BILL TO

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

WORK PERFORMED AT

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

P.O. NO.	TERMS	PROJECT
Lynn Healy	PrePaid	

DESCRIPTION	QTY	RATE	AMOUNT
RETAINER for Consulting	20	50.00	1,000.00

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

Date Received: 3/23/98
Cheque # 8362.
Amt. $1,000.00 RCVD

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

Total $1,000.00

AGREEMENT

Between
Community Research Initiative of South Florida
and
Sahir Imam

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

Agreed and Accepted.

Sahir Imam / 9/8/97
Sahir Imam/ date

Rick Sician / date 8/24/97

BERENFELD, SPRITZER, SHECHTER & SHEER
CERTIFIED PUBLIC ACCOUNTANTS
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

April 13, 1996

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

Dear Rick,

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

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

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

Our fees for these services will be as follows:

Quarterly review of general ledger, preparation of payroll and other tax returns ($500 quarter)	$ 2,000
Annual audit	4,500

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

7700 NORTH KENDALL DRIVE • PENTHOUSE FIVE • MIAMI, FLORIDA 33156
TELEPHONE: (305) 274-4600 • TELEFAX: (305) 274-5139

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

✓ Preparation of monthly compiled financial statements, payroll and other tax returns ($300 month)	$3,600
Annual Audit	4,500

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

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

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

Very truly yours,

PHILIP J. SHECHTER, C.P.A.

PJS/vlr

sicl-cri.let

Schedule 6(d)
Financial Statements of HCN

March Financials.

INTERIM

HEALTH CRISIS NETWORK					
INTERIM STATEMENT OF SUPPORT, REVENUES AND EXPENSES					
FOR THE NINE MONTHS ENDED MARCH 31, 1998					
		1998		1998	
PUBLIC SUPPORT		ACTUAL		BUDGET	VARIANCE
Contributions		132,252		103,050	29,202
Special Events, net of expenses (a)		800,305		1,583,630	(783,325)
United Way allocation and donor options		184,614		172,764	11,850
Government awards		777,149		714,796	62,353
Foundation awards		88,814		18,031	70,783
Corporate awards		13,075		0	13,075
Estates		0		15,000	(15,000)
Total Public Support		1,996,209		2,607,271	(611,062)
REVENUES					
Medicaid waiver program		106,473		351,645	(245,172)
Investment and interest income		9,202		11,877	(2,675)
Miscellaneous income		0		0	0
Thrift shop sales		168,328		157,989	10,339
Miscellaneous sales		136		2,125	(1,989)
Professional services contracts		0		95,555	(95,555)
Professional fees		12,050		23,250	(11,200)
Total Revenues		296,189		642,441	(346,252)
Total Public Support and Revenues		2,292,398		3,249,712	(957,314)
EXPENSES					
Program services		1,433,486		1,984,178	(550,692)
Management and general		572,177		571,573	604
Development and fund raising		238,401		257,881	(19,480)
Thrift Shop		95,365		102,798	(7,433)
Total Expenses		2,339,429		2,916,429	(577,000)
Surplus of Public Support and Revenues Over Expenses		(47,031)		333,283	(380,314)
		REVENUE	EXPENSE	NET	
(a) Special Events:	White Party	885,415	363,740	521,675	
	AIDS Walk	513,113	254,603	258,510	
	Other Events	20,120	0	20,120	
		1,418,648	618,343	800,305	

HEALTH CRISIS NETWORK, INC.					
BUDGET TO ACTUAL COMPARISON					
FUNCTIONAL EXPENSES FOR THE NINE MONTHS ENDED 3/31/98					
PROGRAM SERVICES, ADM, DEVELOPMENT & THRIFTSHOP					
	1998		1998		
	ACTUAL		BUDGET		VARIANCE
SALARIES	1,438,002		1,809,069		(371,067)
EMPLOYEE BENEFITS	125,660		166,672		(41,012)
PAYROLL TAXES	114,505		165,657		(51,152)
OTHER EMPLOYEE RELATED COSTS	5,110		3,825		1,285
TOTAL PAYROLL AND FRINGE	1,683,277		2,145,223		(461,946)
PROFESSIONAL FEES	78,554		117,797		(39,243)
SUPPLIES (program and office)	29,465		40,910		(11,445)
EDUCATIONAL MATERIALS	0		20,450		(20,450)
TELEPHONE	39,373		36,669		2,704
POSTAGE & SHIPPING	25,895		40,837		(14,942)
RENT & OTHER OCCUPANCY	176,127		183,319		(7,192)
EQUIPMENT COSTS, LEASING & REPAIR	5,524		6,300		(776)
VENUE RENTALS	796		1,725		(929)
OTHER RENTALS	20,382		23,857		(3,474)
PUBLIC RELATIONS/ADVOCACY	4,362		338		4,025
PRINTING	39,724		35,858		3,867
ADVERTISING	16,780		33,488		(16,708)
REFRESHMENTS/FOOD	16,117		14,198		1,920
MISCELLANEOUS LABOR	4,241		17,168		(12,927)
STIPENDS	740		15,668		(14,928)
STAFF TRAVEL	24,935		43,858		(18,923)
AGENCY VAN, FUEL AND MAINTENANCE	11,792		22,823		(11,031)
CONF., SEMINARS & EDUC.	2,752		11,550		(8,798)
INSURANCE	13,003		22,816		(9,813)
DIRECT ASSISTANCE	104,377		25,519		78,858
OTHER	39,414		56,087		(16,673)
TOTAL OPERATING EXPENSES	654,353		771,230		(116,877)
TOTAL EXPENSES	2,337,630		2,916,453		(578,823)
OTHER					
Awards/gifts	3,428		5,927		(2,499)
Beepers	2,646		2,328		318
Decorations	1,454		600		854
Retail items	0		3,000		(3,000)
Entertainment	1,013		0		1,013
Business meals & entertainment	696		1,650		(954)
Event Site Construction	0		0		0
Subscriptions & publications	1,131		4,378		(3,247)
Drug urinalysis	0		0		0
Membership dues	7,869		8,040		(171)
Licenses, fees & permits	5,688		10,505		(4,817)
Other misc. costs	1,997		17,579		(15,582)
Bank charges	3,123		1,238		1,886
Interest expense	10,040		469		9,571
Credit card fees	329		375		(46)
	39,414		56,087		(16,673)

Schedule 6(e)
Liabilities of HCN

Liabilities Statement.

Health Crisis Network

Educating the Community and empowering people affected by HIV and AIDS

May 11, 1998

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

1) Kaufman, Rossin & Co.
1997 audit
$14,000

2) Dade Community Foundation
1997 AIDSWALK Miami
$25,000

3) Dade Community Foundation
1998 AIDSWALK Miami
$25,000

Glenda Y. Hicks, Interim CEO/Controller

5050 Biscayne Boulevard • Miami, Florida • 33137-3398
Telephone 305.751.7775 • Development 305.759.6181 • Facsimile 305.756.7880
AIDS Hotline 305.751.7751 • Website http://www.hcn-miami.org

Schedule 6(f)
Intellectual Property of HCN

The White Party Week.

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5/11/98 CORPORATE DETAIL RECORD SCREEN 4:31 PM
NUM: T94000000950 ACTIVE/TRADEMARK FLD: 07/26/1994 EXP: 07/26/200
MARK : THE WHITE PARTY WEEK
MARK USED IN CONNECTION W/: AIDS FUNDRAISING FUNCTIONS
CLASSES : TM-0036 00000 00000 00000 00000 00000
DISCLAIMER FOR: PARTY WEEK
FIRST USED ANYWHERE: 11/30/1993 FIRST USED IN FLORIDA: 11/30/1993

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

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

Schedule 6(g)
Facilities and Equipment of HCN

Inventory List, including facilities.

VEHICLES

HEALTH CRISIS NETWORK										
VEHICLE SCHEDULE						ACC #1172				ACC #1179
							DEP EXP	ACC DEP	DEP EXP	ACC DEP
FUNDED	PURCHASE DATE	DESCRIPTION	LOC	METHOD	LIFE	COST	FYE 6/30/96	@ 6/30/96	FYE 6/30/97	@ 6/30/97
DEPT OF CHILDREN/FAMILY	1993	Agency Van		SL	5	18,236.50	3,647.30	12,765.55	3,647.55	16,413.10
DEPT OF CHILDREN/FAMILY	5/26/94	RV/Testing & Counseling	Education	SL	5	39,900.00	7,980.00	15,960.00	7,980.00	23,940.00
DEPT OF HRS/YMS	5/11/95	Motorhome 1989 Elite/Alterations	YMS	SL	3	22,325.00	-	-	-	-
TOTALS						80,461.50	11,627.30	28,725.55	11,627.55	40,353.10

6/30/97 PP+E

HEALTH CRISIS NETWORK									
FURNITURE & FIXTURES SCHEDULE									
					ACC #1162				ACC #1179
						DEP EXP	ACC DEP	DEP EXP	ACC DEP
PURCHASE						FYE	@	FYE	@
DATE	DESCRIPTION	LOC	METHOD	LIFE	COST	6/30/96	6/30/96	6/30/97	6/30/97
6/9/88	File Cabinet- Legal		SL	5	221.03	0.00	221.03	0.00	221.03
6/9/88	Monarch Cabinets (6)		SL	5	584.30	0.00	584.30	0.00	584.30
8/18/88	Swivel Chair		SL	5	102.00	0.00	102.00	0.00	102.00
9/30/88	Locking File System (Eliot's)		SL	5	689.24	0.00	689.24	0.00	689.24
1/1/89	Office Furnishings		SL	5	1,879.80	0.00	1,879.80	0.00	1,879.80
9/1/89	Chairs		SL	5	672.75	0.00	672.65	0.00	672.65
11/15/91	Low back executive chairs-gray (3)	ED	SL	5	342.00	68.40	307.80	34.20	342.00
1/21/92	4 drawer letter file-brown	ED	SL	5	119.00	23.80	107.10	11.90	119.00
3/12/92	2 drawer letter file cabinets-gray (3)	CS	SL	5	285.00	57.00	242.25	42.75	285.00
	4 drawer legal file cabinet-tropic sand	DEV	SL	5	119.00	23.80	101.15	17.85	119.00
	5 shelf locking file cabinet-tropic sand	CS	SL	5	250.00	50.00	212.50	37.50	250.00
10/14/92	Lateral files (2)	ADM	SL	5	800.00	160.00	600.00	160.00	760.00
5/13/93	Mailbox for staff	ADM	SL	5	332.50	66.50	216.13	66.50	282.63
6/30/93	(2) chairs	ADM	SL	5	399.98	80.00	259.99	80.00	339.99
3/9/94	Shed (Sheds America)	ADM	SL	5	2,129.00	425.80	851.60	425.80	1,277.40
	TOTAL				8,925.60	955.30	7,047.54	876.50	7,924.04

HEALTH CRISIS NETWORK -- FURNITURE AND FIXTURES SCHEDULE			
PURCHASE			
DATE	DESCRIPTION	LOCATION	
6/9/88	Cabinet files		285.00
6/9/88	5 shelf locking file cabinet-tropic sand		250.00
8/18/88	4 drawer legal file cabinet-tropic sand		119.00
11/15/91	Low back executive chairs-gray (3)		342.00
1/21/92	4 drawer letter file-brown		119.00
.6/9/88	File Cabinet- Legal		221.03
6/9/88	Monarch Cabinets (6)		584.30
8/18/88	Swivel Chair		102.00
9/30/88	Locking File System (Eliot's)		689.24
1/1/89	Office Furnishings		1,879.80
9/1/89	Chairs		672.75
3/12/92	2 drawer letter file		
10/14/92	Lateral files (2)		800.00
5/13/93	Mailbox for staff		332.50
6/30/93	(2) chairs		399.98
3/9/94	Shed (Sheds America)		2,129.00
			8,925.60

	HEALTH CRISIS NETWORK, INC									
	EQUIPMENT SCHEDULE					ACC #				ACC #
						1164				1179
DATE							DEP EXP	ACC DEP	DEP EXP	ACC DEP
OF							FYE	@	FYE	@
PURCHASE	DESCRIPTION	NO.	LOC.	METHOD	LIFE	COST	6/30/96	60/30/96	6/30/97	6/30/97
4/87	Bell & Howell Projection System		Ed	SL	5	1,640.00	0.00	1,640.00	0.00	1,640.00
12/86	IBM Pers. Computer			SL	5	3,664.50	0.00	3,664.50	0.00	3,664.50
11/87	Xerox model 1048 copier	C40-142301	All	SL	5	9,010.00	0.00	9,010.00	0.00	9,010.00
2/88	Pitney Bowes Postage-model 6100	0056294	All	SL	5	8,565.00	0.00	8,565.00	0.00	8,565.00
3/88	Kodak Audio-Visual System		Ed	SL	5	2,249.50	0.00	2,249.50	0.00	2,249.50
8/88	IBM WW 6 Typewriter	6152146	Adm	SL	5	854.75	0.00	854.75	0.00	854.75
6/88	Vacuum Cleaner		All	SL	5	100.00	0.00	100.00	0.00	100.00
6/88	Panasonic Camcorder			SL	5	1,928.00	0.00	1,928.00	0.00	1,928.00
7/88	VCR, Monitor, Table		Ed	SL	5	1,155.00	0.00	1,155.00	0.00	1,155.00
7/88	Telephone sets			SL	5	500.00	0.00	500.00	0.00	500.00
9/88	IBM System 36 package ***		All	SL	5	1,000.00	200.00	950.00	0.00	950.00
12/87	Printer & Software			SL	5	4,008.00	0.00	4,008.00	0.00	4,008.00
8/88	BPI G/L accounting package		Adm	SL	5	500.00	0.00	500.00	0.00	500.00
12/88	IBM XT computer, printer & monitor			SL	5	2,700.00	0.00	2,700.00	0.00	2,700.00
1/89	Panasonic VCR tv - 20" Screen		Ed	SL	5	975.00	0.00	975.00	0.00	975.00
3/89	1989 Dodge Caravan van		CS/Adm	SL	5	19,742.09	0.00	19,742.09	0.00	19,742.09
4/89	IBM A10 display station			SL	5	738.00	0.00	738.00	0.00	738.00
5/89	IBM Personal WW typewriter	0120230	Adm	SL	5	597.00	0.00	597.00	0.00	597.00
7/89	IBM			SL	5	3,657.30	0.00	3,657.30	0.00	3,657.30
12/89	IBM WW 3 Typewriter	0024546	Dev. & floating	SL	5	620.00	0.00	620.00	0.00	620.00
2/91	Canon Copier model 4835i/sorter/deck	041357	All	SL	3	7,347.00	0.00	7,347.00	0.00	7,347.00
10/90-8/91	2 Comdial phones model 6614s		BO/Dev	SL	3	584.80	0.00	584.80	0.00	584.80
	Comdial phone model 6614AB		Ed	SL	3	200.00	0.00	200.00	0.00	200.00
	5 Comdial phones (1@2502BB,2@									
	6614AB,1@3502AB,1@3500ABS)		Ed (2)/CS (3)	SL	3	1,000.00	0.00	1,000.00	0.00	1,000.00
	2 Comdial model R phones (7/91)		Ed/CS	SL	3	400.00	0.00	400.00	0.00	400.00
	4 Comdial phones model 3502AB		Ed (2)/CS (2)	SL	3	800.00	0.00	800.00	0.00	800.00
	Comdial Control Unit model 2264		All	SL	3	3,040.00	0.00	3,040.00	0.00	3,040.00

	HEALTH CRISIS NETWORK, INC									
										ACC #
	EQUIPMENT SCHEDULE					ACC #				1179
						1164	DEP EXP	ACC DEP	DEP EXP	ACC DEP
DATE							FYE	@	FYE	@
OF										
PURCHASE	DESCRIPTION	NO.	LOC.	METHOD	LIFE	COST	6/30/96	60/30/96	6/30/97	6/30/97
10/90-1/91	(1) Hewlett Packard Laserjet IIID printer	30225J45553	All (B. Ofc.)	SL	3	3,457.06	0.00	3,457.06	0.00	3,457.06
	(2) Triple Decker printer stand(1/91)		All (B. Ofc.)	SL	3	332.97	0.00	332.97	0.00	332.97
	(3) NOVELL COMPUTER NETWORK									
	-Novell Netware 2.15	9045717	All (B. Ofc.)	SL	3	1,395.00	0.00	1,395.00	0.00	1,395.00
	-Acer 1100/1120 computer/server	A1120020888	All (B. Ofc.)	SL	3	3,629.00	0.00	3,629.00	0.00	3,629.00
	-Acer 915/286 CPU w/2mb memory									
	& Acer 14" color monitor (#1)	A915066433	Dev.	SL	3	1,404.00	0.00	1,404.00	0.00	1,404.00
	-Acer 915/286 CPU w/2mb memory									
	& Acer 14" color monitor (#2)	A915066393	Dev. (Dev.Dir)	SL	3	1,404.00	0.00	1,404.00	0.00	1,404.00
	-Acer 915/286 CPU w/2mb memory									
	& Acer 14" color monitor (#3)	A915066432	Adm. (B.Mgr)	SL	3	1,404.00	0.00	1,404.00	0.00	1,404.00
	-Emerald 100mb Tape Backup Unit	9003100511	All (B. Ofc.)	SL	3	624.00	0.00	624.00	0.00	624.00
	-General system components with server									
	network card, 16 bit (4) & (8) bit (4) 800									
	watt standy power supply units & system									
	installation	(See PO)	All (B. Ofc.)	SL	3	5,040.00	0.00	5,040.00	0.00	5,040.00
3/15/92	Modify IBM-XT to 286 capeability		Adm/ Adm.Asst	SL	3	300.00	0.00	300.00	0.00	300.00
3/15/92	Network Cards (2 @ 16 bit & s @ 8 bit		All	SL	3	403.00	0.00	403.00	0.00	403.00
4/15/92	Modify IBM-XT to 386 capeability/harddrive	AN09SA5160	Adm/Bus Ofc	SL	3	867.00	0.00	939.25	0.00	939.25
3/15/92	Two Comdial #6614-PG phones		Ed/CS	SL	3	390.68	0.00	390.68	0.00	390.68
3/15/92	AV equipment:									
	-Panasonic monitor									
	-Panasonic VHS Video Recorder									
	-Panasonic Camcorder									
	-acessories		Ed.	SL	3	1.00	0.00	1.00	0.00	1.00
8/15/91	ACER 1120SX 386 CPU, Monitor		Ed	SL	3	1.00	0.00	1.00	0.00	1.00
12/15/91	Harddrive for MacIntosh Plus Model M0001A		Ed	SL	3	1.00	0.00	1.00	0.00	1.00
1/15/92	Acros Model 150 CPU & View II monitor									0.00

	HEALTH CRISIS NETWORK, INC									
						ACC #				ACC #
	EQUIPMENT SCHEDULE					1164				1179
							DEP EXP	ACC DEP	DEP EXP	ACC DEP
DATE							FYE	@	FYE	@
OF										
PURCHASE	DESCRIPTION	NO.	LOC.	METHOD	LIFE	COST	6/30/96	60/30/96	6/30/97	6/30/97
										-
08/31/92	Hitachi Monitors (2)			SL	3	630.00	0.00	630.00	0.00	630.00
08/31/92	Color Adapter Cards (2)			SL	3	26.00	0.00	26.00	0.00	26.00
08/31/92	Bus Mice (2)			SL	3	180.00	0.00	180.00	0.00	180.00
11/19/92	Softwre for Volunteer records			SL	3	250.00	0.00	250.00	0.00	250.00
12/17/92	Phone system			SL	3	16,728.50	0.00	16,728.50	0.00	16,728.50
12/23/92	Rebuilt Canon Copier			SL	3	9,200.00	0.00	9,200.00	0.00	9,200.00
	Business ofc			SL	3	970.00	0.00	970.00	0.00	970.00
02/24/93	Security System installed			SL	3	795.00	0.00	795.00	0.00	795.00
02/26/93	Tents for Aids Walk (5)			SL	3	749.95	124.99	749.95	0.00	749.95
03/11/93	Q&A Softwre pkg "Healthsource"			SL	3	615.97	102.66	615.97	0.00	615.97
04/14/93	VGA Card			SL	3	106.49	26.62	106.49	0.00	106.49
05/05/93	VGA Color Monitors (4)			SL	3	1,035.99	259.00	1,035.99	0.00	1,035.99
05/13/93	Fire alarm system			SL	3	5,040.00	1,260.00	5,040.00	0.00	5,040.00
05/24/93	Hardrive Indtech computer			SL	3	545.00	136.25	545.00	0.00	545.00
06/02/93	Computer upgrades KAM systems			SL	3	456.00	114.00	456.00	0.00	456.00
06/10/93	(3) 386 Computers			SL	3	1,828.29	457.07	1,828.29	0.00	1,828.29
06/16/93	Prostar Phones w/ jacks (7) w/ Headst			SL	3	2,535.50	570.48	2,472.11	63.39	2,535.50
06/30/93	(3) Network cards			SL	3	207.00	51.75	207.00	0.00	207.00
06/30/93	Sale of Caravan					(19,742.09)	0.00	(19,742.09)	0.00	(19,742.09)
1/5/94	Computer Tape Back-Up System		ADM/BUS	SL	3	801.00	266.67	666.34	133.66	800.00
2/16/94	Computer: 386DX 40/2		DEV	SL	3	1,076.00	358.67	866.34	209.66	1,076.00
2/24/94	Toshiba Fax Machine		ALL	SL	3	2,400.00	800.00	1,933.00	467.00	2,400.00
3/16/94	Fire Alarm		ALL	SL	3	524.15	174.72	407.44	117.06	524.50
3/24/94	Accounting Software		ADM/BUS	SL	3	3,500.00	1,166.67	2,721.34	778.66	3,500.00
5/4/94	Computer/Monitor/Keyboard		ADM/BUS	SL	3	2,166.00	722.00	1,564.00	602.00	2,166.00
5/25/94	Accounting Software/Licenses/Hardware		ADM/BUS	SL	3	7,530.00	2,510.00	5,438.00	2,092.00	7,530.00
6/29/94	ADM Grant/Computer/Modem/Tape		ED	SL	3	7,423.80	2,474.60	5,155.20	2,268.60	7,423.80
8/16/94	386 DX Motherboard			SL	3	733.35	244.45	488.90	244.45	733.35

	HEALTH CRISIS NETWORK, INC									
	EQUIPMENT SCHEDULE									
						ACC #				ACC #
DATE						1164				1179
OF							DEP EXP	ACC DEP	DEP EXP	ACC DEP
PURCHASE	DESCRIPTION	NO.	LOC.	METHOD	LIFE	COST	FYE 6/30/96	@ 60/30/96	FYE 6/30/97	@ 6/30/97
9/29/94	Server/Novell 386 DX40			SL	3	1,284.15	428.05	856.10	428.05	1,284.15
9/15/94	Computer 386 DX40 Julie G			SL	3	1,000.10	333.37	666.74	333.36	1,000.10
6/30/95	Phone System		ALL	SL	5	17,449.47	14,894.49	16,639.49	809.98	17,449.47
6/30/95	Misc. Equip.		ALL	SL	5	3,001.62	675.41	975.41	675.41	1,650.82
7/21/95	YMS Computer		YMS	SL	3	1,417.25	472.42	472.42	472.42	944.84
10/10/95	486DX2 Admin Server		ALL	SL	3	1,784.78	594.93	594.93	594.93	1,189.86
10/26/95	Acct. Pay. Gen. Ledg. Upgrade		ALL	SL	3	2,810.00	936.67	936.67	936.67	1,873.34
11/30/95	486DX4 100 MHZ Hotline		ED	SL	3	1,534.90	511.63	511.63	511.63	1,023.26
11/30/95	486DX4 100 MHZ (Glenda)		ADMIN	SL	3	1,424.50	474.83	474.83	474.83	949.66
4/9/96	Toshiba Fax		ALL	SL	3	1,944.99	648.33	648.33	648.33	1,296.66
6/26/96	486DX4 100 MHZ (Jaime)		CS	SL	3	814.00	271.33	271.33	271.33	542.66
8/2/96	Pentium 133MHX (file server)		ALL	SL	5	1,541.00	0.00	0.00	308.20	308.20
10/30/96	PC 5x86 ADM 133MHZ 586 Processor		ED/ADM	SL	5	1,768.00	0.00	0.00	353.60	353.60
1/17/97	Computer Upgrade		ADM	SL	5	1,954.02	0.00	0.00	390.80	390.80
4/4/97	PC 5x86 ADM 133MHZ 586 Processor		ED	SL	5	1,750.00	0.00	0.00	350.00	350.00
6/24/97	Network upgrade		ALL	SL	5	1,783.95	0.00	0.00	356.79	356.79
	TOTALS					189,804.28	32,262.06	162,634.55	14,892.81	177,527.36

FY'98 ADDITIONS TO DATE

chairs, bookcase, file cabinet

Total DR	Total CR	Beg bal		57,425.60
2,031.00	.00	Net change		2,031.00
		Ending bal		59,456.60

(PgUp), (PgDn), (F2)=view src & doc #, (F6)=notes, (F1)=next acct, (Esc)=exit

Data World - A/R A/P (G/L) CTL 00

-W accounts — Health Crisis Network, Inc.

Account: 000-000-1163-000 Leasehold Improvements

Date	DR amount	CR amount	Reference	Jrnl-#
2/09/97	470.00		LOIS ALWA CK30138	ML0794
2/17/97	705.00		LOIS ALWA CK30155	ML0914

} Copy/Mail Room Door Remodeling

prepaid

Total DR	Total CR	Beg bal	
1,175.00	.00	Net change	
		Ending bal	

(PgUp), (PgDn), (F2)=view src & doc #, (F6)=notes, (F1)=next acct, (Esc)=exit

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

As per search report.

HON-LIENS

CSC - TALLAHASSEE
1201 HAYS STREET
TALLAHASSEE FL 32301

800-342-8086
850-222-0393 FAX

CSC THE UNITED STATES CORPORATION COMPANY

SEARCH REPORT

DATE: May 6, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ
SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-010

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

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

Jurisdiction: FL - DADE COUNTY CIRCUIT COURT
Updated From:
Thru Date: APRIL 17, 1998
State Tax Liens: CLEAR

Jurisdiction: FL - DADE COUNTY CIRCUIT COURT
Updated From:
Thru Date: APRIL 17, 1998
Federal Tax Liens: CLEAR

Jurisdiction: FL - DADE COUNTY CIRCUIT COURT
Updated From:
Thru Date: APRIL 26, 1998
Judgments: CLEAR

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

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

HCN-LIENS

CSC - TALLAHASSEE
1201 HAYS STREET
TALLAHASSEE FL 32301

800-342-8086
850-222-0393 FAX

THE UNITED STATES CORPORATION COMPANY

SEARCH REPORT

DATE: May 5, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ
SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-010

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

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

Jurisdiction: FL - STATE OF FLORIDA
Updated From:
Thru Date: APRIL 30, 1998
Federal Tax Liens: CLEAR

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

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

HCN-CLEWS

CSC - TALLAHASSEE
1201 HAYS STREET
TALLAHASSEE FL 32301

800-342-8086
850-222-0393 FAX

THE UNITED STATES CORPORATION COMPANY

SEARCH REPORT

DATE: May 6, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ
SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-010

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

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

Jurisdiction:	FL - DADE COUNTY CIRCUIT COURT
Updated From:	
Thru Date:	APRIL 17, 1998
Original UCC Filings:	1
Amendments:	0
Continuations:	0
Assignments:	0
Releases (Partial):	0

****See attached listing for details.

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

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

HCN-LIENS

DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

JURISDICTION: FL - DADE COUNTY CIRCUIT COURT

FILE NUMBER: 16970-3152 Original to 16970-3152
FILE DATE: OCTOBER 30, 1995
SECURED PARTY: GIBRALTAR BANK

805787/010:rar

HCN-LIENS

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

OFF REC 16970 PG 3152

95R440652 1995 OCT 30 10:39

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FINANCING STATEMENT

(TO BE FILED IN THE UCC RECORDS)

1. DATE. This Financing Statement is dated September 11, 1995.

2. DEBTOR:
HEALTH CRISIS NETWORK, INC.
a Florida corporation
5220 Biscayne Blvd
Miami, FL 33137
Tax I.D. # 59-2564198

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

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

Accounts
Equipment
General Intangibles

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

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

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

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

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OFF REC 16970 PG 3153

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

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

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

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

6. PRODUCTS. Products of collateral are also covered.

DEBTOR:

HEALTH CRISIS NETWORK, INC.
a Florida corporation

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN,
Clerk of Circuit & County Courts

By: _____
DAMIAN J. PARDO – PRESIDENT

_____
FATHER DENNIS RAUSCH – VICE PRESIDENT

_____
CYNTHIA HEWITT – SECRETARY

HEALTH CRISIS NETWORK, INC. [Corporate Seal*]

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

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

PLEASE RETURN COPY TO SECURED PARTY AT THE ABOVE ADDRESS.

HCN-LIENS

CSC - TALLAHASSEE
1201 HAYS STREET
TALLAHASSEE FL 32301

800-342-8086
850-222-0393 FAX

THE UNITED STATES CORPORATION COMPANY

SEARCH REPORT

DATE: May 5, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ
SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-010

CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

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

Jurisdiction:	FL - STATE OF FLORIDA
Updated From:	
Thru Date:	APRIL 29, 1998
Original UCC Filings:	2
Amendments:	1
Continuations:	0
Assignments:	0
Releases (Partial):	0

****See attached listing for details.

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

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

HCN-LIENS

THE UNITED STATES CORPORATION COMPANY

DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

JURISDICTION: FL - STATE OF FLORIDA

FILE NUMBER: 950000215200 Original to 950000215200
FILE DATE: OCTOBER 29, 1995
SECURED PARTY: GIBRALTAR BANK FSB

FILE NUMBER: 960000112091 Original to 960000112091
FILE DATE: MAY 31, 1996
SECURED PARTY: CROWN BANK LEASING

FILE NUMBER: 970000237078 Amendment to 95400100215200
FILE DATE: OCTOBER 20, 1997
SECURED PARTY: GIBRALTAR BANK, FSB

805787/010-rar

05/05/98 UCC DOCUMENT SCREEN HUN-LIENS 10:11:0a

FILINGS COMPLETED THRU 04/29/1998

SUMMARY FOR FILING: 950000215200 FILED: 10/26/1995

STATUS: ACTIVE EXPIRES: 10/26/2000

Current secured parties: 0001 Current debtors: 0001

Pages in all forms/attachments: 0003 UCC3 forms filed: 0001

1) Secured GIBRALTAR BANK FSB
200 S BISCAYNE BLVD, SUITE 2850
MIAMI, FL 33131 US
DOB/FEI Number: 592372081

2) Debtor HEALTH CRISIS NETWORK INC
5050 BISCAYNE BLVD
MIAMI, FL 33137-3241 US
DOB/FEI Number: 592564198

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

** ENTER <CR> FOR HISTORY **
ENTER SELECTION AND CR:

05/05/98 UCC DOCUMENT SCREEN 10:11:17

FILINGS COMPLETED THRU 04/29/1998

HISTORY FOR FILING 950000215200 (continued)

- - - H I S T O R Y F O R T H I S F I L I N G - - -

970000237078 is a UCC3 filed on 10/20/1997 with 0001 page(s).
This document contains 0002 actions.

1) Change a secured
Old secured is:
GIBRALTAR BANK FSB
18590 N W 67TH AVE
MIAMI, FL 33015 US
DOB/FEI Number: 592372081
New secured is:
GIBRALTAR BANK FSB
200 S BISCAYNE BLVD, SUITE 2850
MIAMI, FL 33131 US
DOB/FEI Number: 592372081

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

** ENTER <CR> FOR HISTORY **
ENTER SELECTION AND CR:

05/05/98 UCC DOCUMENT SCREEN 10:11:19

FILINGS COMPLETED THRU 04/29/1998

HISTORY FOR FILING 950000215200 (continued)

970000237078 is a UCC3 filed on 10/20/1997 with 0001 page(s).
This document contains 0002 actions.

2) Change a debtor
Old debtor is:
HEALTH CRISIS NETWORK INC
5220 BISCAYNE BLVD
MIAMI, FL 33137 US
DOB/FEI Number: 592564198
New debtor is:
HEALTH CRISIS NETWORK INC
5050 BISCAYNE BLVD
MIAMI, FL 33137-3241 US
DOB/FEI Number: 592564198

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

** ENTER <CR> FOR HISTORY **

HCW-LIENS

05/05/98 UCC DOCUMENT SCREEN 10:11:22

FILINGS COMPLETED THRU 04/29/1998

HISTORY FOR FILING 950000215200 (continued)

950000215200 is a UCC1 filed on 10/26/1995 with 0002 page(s).

Secured GIBRALTAR BANK FSB
18590 N W 67TH AVE
MIAMI, FL 33015 US
DOB/FEI Number: 592372081

Debtor HEALTH CRISIS NETWORK INC
5220 BISCAYNE BLVD
MIAMI, FL 33137 US
DOB/FEI Number: 592564198

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

** NO MORE HISTORY **
ENTER SELECTION AND CR:

05/05/98 UCC DOCUMENT SCREEN 10:11:26

FILINGS COMPLETED THRU 04/29/1998

SUMMARY FOR FILING: 960000112091
STATUS: ACTIVE
FILED: 05/31/1996
EXPIRES: 05/31/2001
Current secured parties: 0001
Current debtors: 0001
Pages in all forms/attachments: 0003
UCC3 forms filed: 0000

1) Secured CROWN BANK LEASING
612 S MILITARY TRAIL
DEERFIELD BEACH, FL 33442 US

2) Debtor HEALTH CRISIS NETWORK
5050 BISCAYNE BLVD
MIAMI, FL 33137 US

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

** NO HISTORY **
ENTER SELECTION AND CR:

HCN-LIENS

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

(Space above this line for recording purposes)

FINANCING STATEMENT

(TO BE FILED IN THE UCC RECORDS)

1. DATE. This Financing Statement is dated September 11, 1995.

2. DEBTOR:
HEALTH CRISIS NETWORK, INC.
a Florida corporation
5220 Biscayne Blvd
Miami, FL 33137
Tax I.D. # 59-2564198

950000215200
-10/26/95--01076--017
*****36.00

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

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

Accounts
Equipment
General Intangibles

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

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

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

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

HLN-LIENS

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

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

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

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

6. PRODUCTS. Products of collateral are also covered.

DEBTOR:

HEALTH CRISIS NETWORK, INC.
a Florida corporation

HEALTH CRISIS NETWORK, INC. [Corporate Seal*] FLORIDA

By: _____
DAMIAN J. PARDO – PRESIDENT

_____
FATHER DENNIS RAUSCH – VICE PRESIDENT

_____
~~CYNTHIA HEWITT~~ – SECRETARY
TERESA ROLER

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

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

PLEASE RETURN COPY TO SECURED PARTY AT THE ABOVE ADDRESS.

HCN-LIENS

UNIFORM COMMERCIAL CODE

STATE OF FLORIDA
FINANCING STATEMENT

FORM UCC-1 (REV. 1993)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor (Last Name First if an Individual)
Health Crisis Network

1a. Date of Birth or FEI#

1b. Mailing Address
5050 Biscayne Boulevard

1c. City, State
Miami, FL

1d. Zip Code
33137

2. Additional Debtor or Trade Name (Last Name First if an Individual)

2a. Date of Birth or FEI#

2b. Mailing Address

2c. City, State

2d. Zip Code

3. Secured Party (Last Name First if an Individual)

3a. Mailing Address

3b. City, State

3c. Zip Code

4. Assignee of Secured Party (Last Name First if an Individual)
Crown Bank Leasing

4a. Mailing Address
612 South Military Trail

4b. City, State
Deerfield Beach, FL

4c. Zip Code
33442

5. This Financing Statement covers the following types or items of property [include description of real property on which located and owner of record when required. If more space is required, attach additional sheet(s)].

(1)Toshiba 4550 Copier S/N XG519357

960000011209 1
-05/31/96--01098--014
****217.00

6. Check only if Applicable: ☐ Products of collateral are also covered. ☐ Proceeds of collateral are also covered. ☐ Debtor is transmitting utility.

7. Check appropriate box: (One box must be marked) ☒ All documentary stamp taxes due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid. ☐ Florida Documentary Stamp Tax is not required.

8. In accordance with s. 679.402(2), F.S., this statement is filed without the Debtor's signature to perfect a security interest in collateral:
☐ already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.
☐ as to which the filing has lapsed. Date filed _____ and previous UCC-1 file number _____
☐ acquired after a change of name, identity, or corporate structure of the debtor.

9. Number of additional sheets presented: 2

This Space for Use of Filing Officer

FILED
96 MAY 31 AM 8:00
TALLAHASSEE, FLORIDA

10. Signature(s) of Debtor(s)

11. Signature(s) of Secured Party or if Assigned, by Assignee(s)
Rhonda Howard VP
Rhonda Howard, Vice President

12. Return Copy to:

Name
Address
Address
City, State, Zip

Crown Bank Leasing
612 South Military Trail
Deerfield Beach, FL 33442

FILING OFFICER COPY — STANDARD FORM - FORM UCC-1 — Approved by Secretary of State, State of Florida

HLN-LIENS

CORPORATE OFFICE
DEERFIELD COMMERCE CENTER
[illegible]
DEERFIELD BEACH, FL 33442
(305) 443-1300

copyco
THE OFFICE COPIER AND FAX PEOPLE

BRANCH OFFICE
[illegible] NW 183RD STREET
MIAMI LAKES, FL 33014
(305) [illegible]

1065050

LESSEE: HEALTH CRISIS NETWORK

ADDRESS: 5050 Biscayne Blvd Miami FL 33137

Deliver To (if other than Lessee's address)

QUANTITY	DESCRIPTION: Model	Catalog No. or other identification
1	Toshiba 4550 with 20 Bin Sorter & Console (Brand New) YG519359	LL543297 25

IMPORTANT: Supplier and its representatives are not the agents of Lessor. Neither Vendor nor its representatives can waive, vary or alter any of the Terms and Conditions. **Lessor does not warrant merchantability of fitness for any particular use of equipment and disclaims any other warranty, express, implied or statutory.** Lease payments will be due despite dissatisfaction with equipment for any reason.

SCHEDULE OF PAYMENTS DURING ORIGINAL TERM OF LEASE	PAYABLE AT THE SIGNING OF LEASE
NUMBER OF MONTHS 36 MONTHLY PAYMENT $ 638 +TAX	$ 0 CHECK ONE ☐ $ _____ FIRST & LAST _____ MONTH'S RENT ☐ $ _____ SECURITY DEPOSIT

TERMS AND CONDITIONS

1. LEASE: TERM: RENTAL: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the equipment described above and on any attached schedule (hereinafter, with all replacement parts, repairs, additions and accessories incorporated therein and/or affixed thereto, referred to as the "Equipment"), on terms and conditions set forth above and below and continued on the reverse side hereof; for the term indicated above, or on any schedule, commencing on the date (the "Commencement Date") that any item of Equipment is delivered by the supplier thereof, (each supplier hereinafter referred to as "Vendor"), to Lessee or an agent of the Lessee, and continuing thereafter until the obligations of Lessee under the Lease have been fully performed. Unless otherwise provided herein, the first monthly payment of rent shall be payable on the Commencement Date, and subsequent monthly payments shall be payable on the corresponding day of each month thereafter, in amounts stated above, or on any schedule, until the total rent and all other obligations of Lessee to Lessor shall have been paid in full. All payments of rent shall be made to the Lessor at its address or at such other place as Lessor may designate in writing. Lessee hereby authorizes Lessor to insert in this lease the serial numbers and other identification data of the Equipment, when determined by Lessor, and dates or other omitted factual matters. Advance rentals are not refundable if for any reason the lease term does not commence. Any security deposit shall be held by Lessor to secure the Lessee's faithful performance of its obligations under the Lease and will be returned to Lessee without interest at the satisfactory expiration of the Lease.

2. PURCHASE AND ACCEPTANCE: NO WARRANTIES BY LESSOR: Lessee requests Lessor to purchase the Equipment from the Supplier and arrange for delivery to Lessee at Lessee's expense, which shall be deemed complete upon the Commencement Date. Lessor shall have no responsibility or delay of failure of Vendor to fill the order for the Equipment. LESSEE REPRESENTS THAT LESSEE HAS SELECTED THE EQUIPMENT LEASED HEREUNDER PRIOR TO HAVING REQUESTED LESSOR TO PURCHASE THE SAME FOR LEASING TO LESSEE, AND LESSEE AGREES THAT LESSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF SUCH EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION AND/OR ITS QUALITY, AND AS BETWEEN LESSEE AND LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS." LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIRS, SERVICE OR ADJUSTMENT THERETO, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE OR CONSEQUENTIAL DAMAGES WHATSOEVER AND HOWSOEVER CAUSED. NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE VENDOR SHALL BE BINDING ON LESSOR NOR SHALL THE BREACH OF SUCH RELIEVE LESSEE OF, OR IN ANY WAY AFFECT ANY OF LESSEE'S OBLIGATIONS TO LESSOR AS SET FORTH HEREIN. LESSOR DISCLAIMS AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT HOWEVER ARISING. If the equipment is not properly installed, does not operate as represented or warranted by Vendor or is unsatisfactory for any reason, Lessee shall make claim on account thereof solely against Vendor and shall nevertheless pay Lessor all rent payable under this Lease. Lessor agrees to assign to Lessee, solely for the purpose of making and prosecuting any such claim, any rights it may have against Vendor for breach of warranty or representations respecting the Equipment. Not withstanding any fees that may be paid to Vendor or any agent of Vendor, Lessee understands and agrees that neither Vendor nor any agent of Vendor is an agent of lessor and that neither Vendor nor his agent is authorized to waive or alter any term or condition of this Lease.

3. LESSOR TERMINATION BEFORE EQUIPMENT ACCEPTANCE: If within 60 days from the date of lessor orders the Equipment, same has not been delivered, installed and accepted by Lessee (in form satisfactory to lessor) Lessor may, on 10 days written notice to Lessee, terminate this Lease and its obligation to Lessee.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE A PART OF THIS LEASE
THIS IS A NON-CANCELLABLE LEASE FOR THE TERM INDICATED ABOVE

Accepted in Florida

LESSOR: copyco

By _____

Date 4/30/96

LESSEE: Health Crisis Network

By Catherine H. Lynch Executive Director

Title

4-29-96

Date

Witness

PERSONAL GUARANTY

To induce Lessor to enter into the within Lease, the undersigned unconditionally guarantees to Lessor the prompt payment when due to all of Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all attorney's fees and other expenses incurred by Lessor by reason of default by Lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification granted to Lessee and the release and/or compromise of any obligations of Lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of Lessor. The undersigned consents to the jurisdiction of the federal or state courts located in Broward County Florida with respect to any action hereunder, and waive insofar as permitted by law any trial by jury for any action between the parties.

X _____ WITNESS SIGNATURE DATED

X _____ PERSONAL GUARANTOR SIGNATURE DATED

X _____ WITNESS SIGNATURE DATED

X _____ PERSONAL GUARANTOR SIGNATURE DATED

HCN-LIENS

4. **TITLE:** Lessor shall at all times retain title to the Equipment. All documents of title and evidences of delivery shall be delivered to Lessor. Lessee shall not change or remove any insignia or lettering which is on the Equipment at the time of delivery thereof or which is thereafter placed thereon, indicating Lessor's ownership thereof, and at any time during the lease term upon request of Lessor, Lessee shall affix to the Equipment, in a prominent place, labels, plates or other marking supplied by Lessor stating that the Equipment is owned by Lessor. Lessee authorizes Lessor at Lessee's expense in the form of a copy of this Lease or any Schedule as a financing statement and in Lessee's name to execute and file financing statements to cover the collateral. Lessee agrees to execute and deliver any other statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording any such instrument or statement. Lessee shall at its expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keeping the Equipment free from any legal process or encumbrance whatsoever, including but not limited to liens, attachments, levies and executions, and shall give Lessor immediately written notice thereof and shall indemnify Lessor from any loss caused thereby. Lessee shall execute and deliver to Lessor, upon Lessor's request, such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder. Unless otherwise agreed in writing, Lessee shall have no right to purchase or otherwise acquire title to or ownership of any or the Equipment.

5. **CARE AND USE OF EQUIPMENT:** Lessee shall maintain the Equipment in good operating condition, repair and appearance, and protect the same from deterioration, other than normal wear and tear; shall use the Equipment in the regular course of business only, within its normal capacity, without abuse, and in a manner contemplated by the manufacturer; shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment; shall not make any modification, alteration or addition to the Equipment (other than normal operating accessories or controls which shall, when affixed to the Equipment, become the property of the Lessor) without the prior written consent of the Lessor, which shall not be unreasonably withheld, shall not so affix the Equipment to realty as to change its nature to real property or fixture, and agrees that the Equipment shall remain personal property at all times regardless of how attached or installed, shall keep the Equipment at the location shown on the schedule and shall not remove the Equipment without the consent of Lessor, which shall not be unreasonable or shall have the right during normal hours, upon reasonable prior notice to Lessee and subject to applicable laws and regulations, to enter upon the premises where the Equipment is located in order to inspect, observe or, if Lessee is in default, remove the Equipment, or otherwise protect Lessor's interest.

6. **NET LEASE; TAXES:** Lessee intends the rental payments hereunder to be net to Lessor, and Lessee shall pay all sales, use, excise, personal property stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and other charges imposed on the ownership, possession or use of the Equipment during the term of this lease; shall pay all taxes (except Federal or State net income taxes imposed on Lessor) with respect to the rental payments hereunder, and shall reimburse Lessor upon demand for any taxes paid by or advanced by Lessor. Unless otherwise agreed to in writing by Lessor, Lessor shall pay all personal property taxes with respect to the Equipment and Lessee shall reimburse Lessor therefore upon demand.

7. **INDEMNITY:** Lessee shall and does hereby agree to indemnify and save Lessor its agents, servants, successors and assigns harmless from any and all liability, damages or loss, including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where, how and by whom operated) control, use, condition (including but not limited to latent and other defects not discoverable by Lessee), maintenance, delivery and return of the Equipment. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding termination of the Lease.

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

9. **RISK OF LOSS:** Lessee hereby assumes the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever during the term of this lease and thereafter until redelivery to Lessor. In the event of loss, damage or destruction of any item of Equipment, Lessee at its expense (except to the extent of any proceeds of insurance provided by Lessee which shall have been received by Lessor as a result of such loss, damage and destruction), and at Lessor's option shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, or (b) replace such item with a like item acceptable to Lessor, in good condition and of equivalent value, which shall become property of Lessor, included within the term "Equipment" as used herein, and leased from Lessor herewith for the balance of the full term of this lease, or (c) pay Lessor all unpaid rental as may be allocated to such item plus Lessor's anticipated residual value of the Equipment present valued to the date of loss at eight (8%) percent per annum, plus interest at 1-1/2% per month (But in no event more than maximum rate permitted by law) from date until paid.

10. **PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS:** In the event Lessee fails to comply with any provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance, shall be deemed to be additional rental, and shall be paid by Lessee to Lessor at the time of the next monthly payment of rent.

11. **LEASE IRREVOCABILITY AND OTHER COVENANTS AND WARRANTIES OF LESSEE:** Lessee agrees that this lease is irrevocable for the full term thereof; and Lessee's obligations under this lease are absolute and shall continue without abatement and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including but not limited to war, act of God, governmental regulations, strike, loss, damage, destruction, failure of or delay in delivery, failure of the Equipment to operate properly, termination by operation of law, or any other cause.

12. **DEFAULT:** If any one of the following events (each an "event of default") shall occur, then to the extent permitted by applicable law, Lessor shall have the right to exercise any one or more of the remedies set forth in Paragraph 13 below, (a) Lessee fails to pay any rental or any other payment hereunder when due, and such failure continues for five (5) days, or (b) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (c) a receiver, trustee, conservator or liquidator or Lessee or of all or a substantial part of its assets is appointed with or without the application or consent of Lessee or (d) a petition is filed by or against Lessee under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or (e) Lessee fails to pay when due any indebtedness to Lessor arising independently of this Lease and such failure continues for five (5) days, or (f) Lessee breaches any other covenant, warranty or agreement hereunder, and such breach continues for ten (10) days after written notice thereof.

13. **REMEDIES:** If an event of default shall occur as described in subparagraph (a) through (e) in Paragraph 12 herein above, Lessor may, at its option, at any time to the extent permitted by law (a) declare the entire amount of unpaid rental for the balance of the term of this lease immediately due and payable, whereupon Lessee shall become obligated to pay to Lessor forthwith the total amount of the unpaid rental for the balance of said term plus Lessor's anticipated residual value of the Equipment present valued to the date of default at five (8%) percent per annum, (b) Lessor's reasonable attorney's fees and court costs, including appeals, and (c) without demand or legal process, enter into the premises where the Equipment may be found and take possession of and remove the Equipment without liability for such retaking. Lessor may sell or otherwise dispose of any such Equipment at a private or public sale. In the event Lessor takes possession of the Equipment, Lessor shall give Lessee credit for any sums received by Lessor from the sale or rental of the Equipment after deduction of the expenses of sale or rental and Lessor's residual interest in the Equipment. Lessee shall also be liable for and Shall pay to Lessor (a) all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies, including all collection expenses, all expenses of repossessing, storing, shipping, repairing and selling the Equipment, (b) interest on all sums due Lessor from the date of default until paid at the rate of one and one-half (1-1/2%) percent per month, but only to the extent permitted by law, and Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and owing to such difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty.

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

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

All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this lease. If it is determined by a court of competent jurisdiction that this lease constitutes a security transaction, Lessor's recovery shall in no event exceed the maximum permitted by law.

14. **ASSIGNMENT:** Lessor may, without Lessee's consent, assign or transfer this lease or any Equipment, rent, or other sums due or to become due hereunder, and in such event Lessor's assignee or transferee shall have the rights, power, privileges, and remedies of Lessor hereunder. Upon such assignment Lessee agrees not to assert, as against Lessor's assignee, any defense, setoff, recoupment, claim or counterclaim, that Lessee may have against Lessor whether arising transaction or otherwise. Lessee shall not assign this lease or any interests hereunder and shall not enter into any sublease with respect to the Equipment covered hereby without Lessor's prior written consent.

15. **RETURN OF PROPERTY:** Upon the termination or expiration of this lease, or any extension thereof, Lessee shall forthwith deliver, freight prepaid, the Equipment to Lessor, at an address designated by Lessor, complete and in good order and condition, reasonable wear and tear alone excepted. Lessee shall also pay to Lessor such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment. If upon such expiration or termination Lessee does not immediately return the Equipment to Lessor, the Equipment shall continue to be held and leased hereunder, and this lease shall thereupon be extended indefinitely as to term at the same monthly rental, subject to the right of either Lessee or Lessor to terminate the lease upon thirty (30) days written notice, whereupon Lessee shall forthwith deliver the Equipment to the Lessor as set forth in this paragraph.

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

MCN-LIENS.

Seminole Form UCC-3

STATE OF FLORIDA

UNIFORM COMMERCIAL CODE - STATEMENT OF CHANGE - FORM UCC-3 (REV. 1993)

This Statement of Change is presented to a filing officer pursuant to the Uniform Commercial Code.

1. Debtor (Last Name First if an individual) Health Crisis Network, Inc.		1a. Date of Birth or FEI# 59-2564198
1b. Mailing Address 5220 Biscayne Blvd	1c. City, State Miami, Fl	1d. Zip Code 33137
2. Additional Debtor or Trade Name (Last Name First if an individual)		2a. Date of Birth or FEI#
2b. Mailing Address	2c. City, State	2d. Zip Code
3. Secured Party (Last Name First if an individual) Gibraltar Bank, FSB		
3a. Mailing Address 18590 N.W. 67th Ave	3b. City, State Miami, Florida	3c. Zip Code 33015
4. Additional Secured Party (Last Name First if an individual)		
4a. Mailing Address	4b. City, State	4c. Zip Code

5. This Statement refers to original Financing Statement bearing file number: 950000215200 filed on 10/26/95

6.
- A. ☐ Continuation - The original Financing Statement between the Debtor and Secured Party bearing the file number shown above is continued.
- B. ☐ Release - The Secured Party releases the collateral described in Block 7 below from the Financing Statement bearing the file number shown above. RELEASE DOES NOT TERMINATE LIEN AGAINST DEBTOR.
- C. ☐ Full Assignment - All of the Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address is shown in Block 7 below.
- D. ☐ Partial Assignment - Some of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address is shown in Block 7. A description of the collateral subject to the assignment is also shown in Block 7.
- E. ☒ Amendment - The Financing Statement bearing the file number shown above is amended as set forth in Block 7. (See instructions for signature requirements)
- F. ☐ Termination - The Secured Party no longer claims an interest under the Financing Statement bearing the file number shown above.
- G. ☐ Other -

7. Description of collateral released or assigned, Assignee name and address, or amendment. Use additional sheet(s) if necessary.

Change Debtor's address to:
5050 Biscayne Blvd.
Miami, Fl 33137-3241

Change Secured Party's address to:
200 S. Biscayne Blvd., Suite 2850
Miami, Florida 33131

970000226251--3
-10/06/97--01088--018
*****12.00

970000226251 TROBERTS

8. Signature(s) of Debtor(s): (only if amendment - see instructions)
Health Crisis Network, Inc.
By:
Betty Alvarez, President

9. Signature(s) of Secured party(ies):
Gibraltar Bank, FSB
By:
Damian J. Bardo, SVP

10. Number of Additional Sheets Presented

11. Return Copy to:

Name
Address
Address
City, State, Zip

Judith S. Maurique
Gibraltar Bank, FSB
200 S. Biscayne Blvd., Suite 2850
Miami, Florida 33131

This space for use of Filing Officer

970000237078--7
-10/06/97--01088--018
*****12.00

FILED
OCT 20, 1997 08:00 AM
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
970000237078 RD

FILING OFFICER COPY - STANDARD FORM - FORM UCC-3

Approved by Secretary of State, State of Florida

Schedule 6(i)
Litigation of HCN

None, as per search report..

HCN-LITIGATION

CSC - TALLAHASSEE
1201 HAYS STREET
TALLAHASSEE FL 32301

800-342-8086
850-222-0393 FAX

THE UNITED STATES CORPORATION COMPANY

SEARCH REPORT

DATE: May 6, 1998

REQUESTING PARTY: SAMUEL SPENCER BLUM, ESQ
SAMUEL SPENCER BLUM, PA

ORDER NUMBER: 805787-010
CLIENT REF.: COMMUNITY RESEARCH

DEBTOR NAME: HEALTH CRISIS NETWORK, INC.

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

Jurisdiction: FL - DADE COUNTY

Updated From:
Thru Date: April 26, 1998
Judgments: CLEAR

Jurisdiction: FL - DADE COUNTY
Dade County
Updated From:
Thru Date: April 26, 1998
Number of Years: 10
Pending Suits: CLEAR

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

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

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

Employee Benefits attached, including Vacation/Sick Liabilities.
Consulting Agreements attached.

HEALTH CRISIS NETWORK
BENEFIT SUMMARY

MEDICAL INSURANCE

Carrier:	Health Options, Inc.
Description:	Choice of Health Options HMO or, at additonal cost, Electcare 100 plan

DENTAL INSURANCE

Carrier:	Guardian Life Insurance Company
Description:	Dental PPO plan offering high benefits

LIFE INSURANCE

Carrier:	UNUM Life Insurance Company
Description:	All Employees covered for $20,000 Life Insurance

SHORT TERM DISABILITY INSURANCE

Carrier:	UNUM Life Insurance Company
Description:	After 31 day elimination period, plan pays 60% of Salary for up to 9 weeks

LONG TERM DISABILITY INSURANCE

Carrier:	UNUM Life Insurance Company
Description:	After 90 day elimination period, plan pays 60% of Salary

HEALTH CRISIS NETWORK

	Option 1 HMO	Health Options Electcare 100 In-Network HMO Benefits	Health Options Electcare 100 Out-of-Network Traditional Benefits**
DEDUCTIBLES			
Annual Deductible	N/A	None	$300
CO-PAYMENTS			
Doctor's Visits			
PCP or physician office visit	$5/visit	$5/visit	80% after $300 Deductible
Specialist's Visits	$5/visit	$5/visit	80% after $300 Deductible
In-Patient Hospitals	No Charge	No Charge	80% aft $300 Per Adm Ded & Cal Yr. Ded.
Emergency Room Services	$25/visit	$25/visit	80% after Deductibles
Prescription Drugs/Part. Pharm.			
Brand Name Drugs	$10	$10	$10
Generic Brand Drugs	$5	$5	$5
Maternity Services	Same As Any Illness	Same As Any Illness	Same As Any Illness
OUT-OF-POCKET LIMITS (Excluding Deductibles and copayments)			
Per Calendar Year	$1,500	$1,500	$2,000
LIFETIME MAX BENEFIT	Unlimited	Unlimited	$1,000,000

*Referral required by Health Options Primary Care Physician

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

HEALTH OPTIONS ELECT CARE PLAN 100

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

* HMO COPAYMENTS DO NOT ACCUMULATE TOWARD THE NON-NETWORK OUT-OF-POCKET MAXIMUM AND VICE VERSA. ** ALL INPATIENT ADMISSIONS MUST BE CERTIFIED - MEMBER RESPONSIBLE. *** EXAM PROVIDED AT HMO PARTICIPATING OB/GYN'S ONLY NO REFERRAL NEEDED.

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

Effective January 1, 1997

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

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

ANNUAL MAXIMUM: $1,000

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

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

EDBROOKE/STELCNER AND ASSOCIATES, INC.

GROUP DENT BENEFIT AND RATE COMPARISON
Prepared for
Health Crisis Network

Current Dental Coverage

	Guardian Plan X2		Guardian Plan X7		Guardian Plan XE		Metlife Dental		Phoenix	
	Current		Alternative		Alternative					
BENEFITS	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Annual Deductible	$50	$100	$50	$100	$50	$100	$50	$50	$50	
Preventive	100% no Ded.	80% after Ded.	100% no Ded.	80% after Ded.	100% no Ded.	80% after Ded.	100%	80%	100%	
Basic Services	90%	80%	80%	70%	100%	80%	90%	80%	80%	
Major Services	60%	50%	50%	40%	25%	0%	60%	50%	50%	
Annual Maximum	$1,000		$1,000		$1,000		$1,000		$1,000	
PREMIUM	Current	Renewal								
Employee	$26.50	$27.83	$24.77		$21.43		$24.92		$18.75	
Employee & Spouse	$52.32	$54.94	$48.90		$42.30		$50.28			
Employee & Child(ren)	$48.20	$50.62	$45.05		$38.98		$47.04			
Employee & Family	$74.04	$77.75	$69.20		$59.87		$78.88		$48.03	

eff. 1/1/98

HEALTH CRISIS NETWORK

Total Medical Costs	Electcare 100 Current	Electcare 100 Renewal	Electcare 100 Dual Option*	Option 1 HMO Alternative
Employee Only	$141.98	$155.31	$155.31	$132.63
Employee & Spouse	$270.05	$293.86	$293.86	$250.95
Employee & Children	$285.64	$312.65	$312.65	$267.00
Employee & Family	$413.70	$452.27	$452.27	$386.24
Monthly Premium	$6,932.55	$7,581.80		$6,474.65
Employer Contribution			See Note	
Employee Only	$141.98	$155.31	$0.00	$132.63
Employee & Spouse	$0.00	$0.00	$0.00	$0.00
Employee & Children	$0.00	$0.00	$0.00	$0.00
Employee & Family	$0.00	$0.00	$0.00	$0.00
Monthly Employer Contrib	$6,389.10	$6,988.95		$5,968.35
Annual Employer Contrib.	$76,669.20	$83,867.40		$71,620.20
Employee Contribution			*If in Electcare*	*If in HMO*
Employee Only	$0.00	$0.00	$22.68	$0.00
Employee & Spouse	$128.07	$138.55	$161.23	$118.32
Employee & Children	$143.66	$157.34	$180.02	$134.37
Employee & Family	$271.72	$296.96	$319.64	$253.61
Monthly Employee Contrib.	$543.45	$592.85	$660.89	$506.30
Annual Employee Contrib.	$6,521.40	$7,114.20	$7,930.68	$6,075.60

5.1.97

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

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

HCN-ACCRUED BEN.

VACATION PAY SCHEDULE
FISCAL YEAR ENDED 1998

Date: 05/11/1998 EXEMPT

EMPLOYEE NAME	VACATION AVAILABLE	HOURLY RATE	VACATION $$$
ANDERSON-HANNA,TAMER	33.98	12.98	439.77
AVENDANO,RODRIGO A.	27.72	28.85	799.72
BAY,JAMES A	70.86	16.44	1165.10
BENNETT,LARK	57.36	23.08	1323.69
BRIGNOL,NANCY	71.08	14.90	1059.37
BROWN,CYNTHIA J.	9.24	14.90	137.71
BUSTAMANTE,DAVID A	84.62	13.75	1163.52
BUSTAMANTE,ELIZABETH	49.86	10.82	539.35
BYRD,RODNEY D	-19.60	25.00	-490.00
CALDERON,ANGELA	40.04	11.54	462.06
CRUZ,MARIA E.	39.12	11.30	441.98
DIFFENDERFER,SCOTT	32.34	12.98	419.77
FORREST,DAVID W.	75.76	14.42	1092.70
GAETANO,ANGELA M	100.10	20.43	2045.04
HERNANDEZ,MARIA L	79.78	13.22	1054.78
HICKS,GLENDA Y.	27.72	28.85	799.72
HORSTMAN,DAVID		11.54	106.62
LOCKS,LAUREN	41.58	16.11	669.85
MARCUS,JOEL D	89.50	16.83	1506.01
MIRAGLIA,SALVATORE	80.00	26.44	2115.38
MITCHELL,JAMES	60.06	13.94	837.37
MOLDOVAN,TODD A	35.50	13.22	469.35
MORENO,CONSUELO	162.92	13.22	2153.99
OROZCO,ALINA C	57.81	16.08	929.31
ORTIZ,PEDRO A	78.63	11.54	907.27
PAMPHILE,NATALIE A.	110.88	11.54	1279.55
PEREZ,FRANKIE	89.24	16.11	1437.66
RESTREPO,OMAR	12.36	11.54	142.62
RICHARDSON,CAROLYN P	40.04	11.54	462.06
RIGG,JOHN DAVID	80.00	17.46	1396.89
ROBLEDO,GILBERTO	83.52	12.02	1003.85
RODRIGUEZ,MEDARDO A	120.12	13.45	1615.64
		0.50	0.00
VELAZQUEZ,CARMEN L	0.26	10.82	2.81
WEARE,JEANNE C.	89.19	13.22	1179.19

Total Liability $29,744.92

HCN ACCRUED BEN.

VACATION PAY SCHEDULE
FISCAL YEAR ENDED 1998
NON EXEMPT

Date: 05/11/1998 Page: 1

EMPLOYEE NAME	VACATION AVAILABLE	HOURLY RATE	VACATION $$$
AUGELLO,PETRINA A.		8.00	0.00
CARROLL,CECILY C.	1.89	7.25	13.70
CHAVEZ,ISMARA	55.77	8.17	455.64
CIFUENTES,FELIPE	18.17	11.78	214.04
		7.00	0.00
		25.00	0.00
DELGADO,CYNTHIA D	6.56	10.49	68.81
ESPARZA,ELAYNE M.	64.65	7.43	480.35
			0.00
			0.00
			0.00
			0.00
JOHNSON,GREGORY A	104.64	10.48	1096.63
LAMBRIGHT,RICHARD W	97.75	20.00	1955.00
			0.00
MARTINEZ,EMELINA	94.16	11.35	1068.72
			0.00
			0.00
			0.00
RIVERA,JOSE	81.61	10.10	824.26
			0.00
RODRIGUEZ,ELVIRA C.	40.04	8.00	320.32
ROYALS,VICKIE F			0.00
			0.00
		8.00	0.00
TILLMAN,ERNEST	26.02	8.27	215.19
TRAMMELL,KELLY A.	40.04	8.00	320.32

Total Liability $7,032.98

FLN ACCRUED B&W

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

Date: 04/29/1998 EXEMPT

EMPLOYEE NAME	Sick AVAILABLE	HOURLY RATE	Sick $$$
ANDERSON-HANNA,TAMER	43.16	12.98	560.25
AVENDANO,RODRIGO A.	35.76	28.85	1031.54
BAY,JAMES A	104.55	16.44	1719.04
BENNETT,LARK	80.00	23.08	1846.15
BRIGNOL,NANCY	43.91	14.90	654.43
BROWN,CYNTHIA J.	46.86	14.90	698.40
BUSTAMANTE,DAVID A	120.06	13.75	1650.82
BUSTAMANTE,ELIZABETH	-2.69	10.82	-29.10
BYRD,RODNEY D	80.00	25.00	2000.00
CALDERON,ANGELA	22.66	11.54	261.46
COLON,OSVALDO I	284.02	15.38	4369.54
CRUZ,MARIA E.	7.00	11.30	79.09
DIFFENDERFER,SCOTT	103.91	12.98	1348.83
~~FERRER,IVETTE M~~	~~107.96~~	~~18.27~~	~~1972.25~~
FORREST,DAVID W.	46.16	14.42	665.77
GAETANO,ANGELA M	443.14	20.43	9053.35
HERNANDEZ,MARIA L	44.46	13.22	587.81
HICKS,GLENDA Y.	83.91	28.85	2420.48
HORSTMAN,DAVID	27.16	11.54	313.39
~~HUTCHESON IV,GUNNER~~		~~0.50~~	~~0.00~~
LOCKS,LAUREN	35.68	16.11	574.65
MARCUS,JOEL D	111.48	16.83	1875.86
MIRAGLIA,SALVATORE	58.00	26.44	1533.65
MITCHELL,JAMES	59.21	13.94	825.52
MOLDOVAN,TODD A	52.46	13.22	693.58
MORENO,CONSUELO	104.90	13.22	1386.90
~~OREN,JILL A.~~		~~0.50~~	~~0.00~~
OROZCO,ALINA C	176.98	16.08	2845.00
ORTIZ,PEDRO A	14.13	11.54	163.04
PAMPHILE,NATALIE A.		11.54	0.00
PEREZ,FRANKIE	-11.74	16.11	-189.08
~~RESTREPO,LUIS A~~	~~34.20~~	~~11.70~~	~~403.79~~
RESTREPO,OMAR	22.36	11.54	258.00
RICHARDSON,CAROLYN P	4.16	11.54	48.00
RIGG,JOHN DAVID	443.14	17.46	7737.22
ROBLEDO,GILBERTO	42.36	12.02	509.14
RODRIGUEZ,MEDARDO A	302.51	13.45	4068.84
~~VEILLEUX,KEVIN J.~~		~~0.50~~	~~0.00~~
VELAZQUEZ,CARMEN L	7.47	10.82	80.80
WEARE,JEANNE C.	51.21	13.22	677.05

Sick Total $61,602.62

NON ACCRUED BE

SICK PAY SCHEDULE
FISCAL YEAR ENDED 1998

Date: 04/29/1998 NON EXEMPT Page: 1

EMPLOYEE NAME	SICK AVAILABLE	HOURLY RATE	SICK $$$
~~AUGELLO,PETRINA A.~~		8.00	0.00
CARROLL,CECILY C.	20.10	7.25	145.72
CHAVEZ,ISMARA	58.65	8.17	479.17
CIFUENTES,FELIPE	-5.57	11.09	-61.77
~~CLARKE,GIOVANNI~~		6.00	0.00
~~CORONINAS,SERGIO E.~~		6.25	0.00
~~DAVIS,PATRICK ANDREW~~		25.00	0.00
DELGADO,CYNTHIA D	82.86	10.49	869.20
ESPARZA,ELAYNE M.	28.80	7.43	213.98
~~FINOTELLI,DANIELE~~		8.27	0.00
~~FLOYD,DONOVAN S~~		10.00	0.00
~~FRANK,MERRILL A~~		35.00	0.00
~~GREULICH,MIKE D.~~		6.50	0.00
JOHNSON,GREGORY A	388.35	10.48	4069.91
LAMBRIGHT,RICHARD W	142.85	20.00	2857.00
~~MAIQUEZ,MARIA L.~~		8.00	0.00
MARTINEZ,EMELINA	74.70	11.35	847.84
~~MCNAIR,ACIE C~~		8.00	0.00
~~MILLER,ALESIA M~~		8.00	0.00
~~MOYA,ELIZABETH~~	0.00	8.00	0.00
~~NELSON,MARICHELLE GI~~		6.00	0.00
RIVERA,JOSE	229.45	10.10	2317.44
~~RODRIGUEZ,ALEJANDRO~~		10.25	0.00
RODRIGUEZ,ELVIRA C.	10.66	8.00	85.28
~~ROYALS,VICKIE F~~		8.00	0.00
~~SANTIAGO,LUCERO P.~~		35.00	0.00
~~SCOTT,TERESA A.~~		8.00	0.00
TILLMAN,ERNEST	248.81	8.27	2057.66
TRAMMELL,KELLY A.	25.66	8.00	205.28
~~VALDES,MAITE~~	~~56.76~~	~~7.50~~	~~425.63~~
~~WRIGHT,CYNTHIA~~		6.50	0.00

Sick Total $14,086.71

NON ACCRUED BEN.

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

Pay out due for ½ of hours accrued over 400 hours in Sick balance, as of 11/1/97:

Angela Gaetano:	Due for 86.09 hours @ $20.43/hr	= $1,758.82
Greg Johnson:	Due for 5.5 hours @ $10.48/hr	= $ 57.64
David Rigg:	Due for 168.66 hours @ $17.46/hr	= $2,944.80
TOTAL CASH DUE FOR SICK TIME		= **$4,671.26**

AGREEMENT FOR PROFESSIONAL ENGAGEMENT

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

It is agreed as follows:

1. SERVICES

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

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

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

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

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

2. TERM

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

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

3. CHARGES

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

4. RESPONSIBILITIES

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

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

5. CLIENT ASSISTANCE

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

6. CONFIDENTIALITY

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

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

KAUFMAN, ROSSIN & CO., P.A.
2699 South Bayshore Drive
Miami, Florida 33133

By: _____ SEC

By: _____ Pres

Date: 10/9/97

HEALTH CRISIS NETWORK, INC.
5050 Biscayne Boulevard
Miami, Florida 33137

By: _____

Title: CEO

Date: 10/7/97

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EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

Between
Larry Harmon, Ph.D. and Associates, P.A.
(hereafter "LH")
and
Health Crisis Network
(hereafter "Employer")

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

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

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

NOW THEREFORE, the parties agree as follows:

1. Term: This agreement shall be in effect for a one-year term, from August 1, 1994 to August 1, 1995. If Employer wishes to exercise its renewal option, it shall give LH written notice of its intention to renew within thirty days of the expiration of the term then in effect.

2. Counseling: LH agrees to provide counseling services to full-time Employees designated by Employer. Such services shall include counseling for personal problems, including, but not limited to, chemical dependency, mental health, relationship problems, family problems, dealing with chronic illness, grief and loss, stress, and work difficulties. These services will include visits with a LH counselor to assess the problem, provide brief counseling or refer the individual if necessary to an appropriate community resource, and to follow-up with the Employees. Each Employee shall be entitled to up to three counseling sessions per twelve month period.

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

resources and/or medical insurance.

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

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

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

4. Training: LH will provide on-site training to supervisory personnel in coordination with Employer. Such training shall include information about the EAP, its services, and any other aspects of management practice deemed appropriate at time of training. Training services shall also extend to employee orientations to the EAP.

6. Confidentiality: LH will preserve the confidentiality of Employees' intake counseling, referral records and discussions. LH will not release confidential information to Employer or any third party, except:

a. Information permitted to be disclosed pursuant to a written release authorizing such disclosure, signed by Employee or representative thereof or

b. Such disclosure as is necessary incident to referring an Employee to another community resource, care provider or counselor.

c. Such information as LH is required to turn over pursuant to legal process and court order (and then only after prior notification to the employee patient that a request for his/her records has been made), or state statute and implementing agency regulations (including, but not limited to: Florida Statutes Chapter 490.0147 for psychologists and school psychologists; and Chapter 491.0147 for Clinical Social Workers, Marriage and Family Therapists, and Mental Health Counselors).

d. Where urgent treatment is required and no written

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

7. Program Coordinator: Employer will appoint a Program Coordinator, hereinafter referred to as "Coordinator" who will act as a liaison with LH to give exposure to and promote the utilization of the program by Employees. Employer will maintain a policy statement and a positive endorsement of the program and will provide facilities for and participate in training and other promotional activities of the program.

8. Insurance Information: Employer will provide LH with a copy of all Employer's current health and accident insurance policies, as well as other employee benefit information that will assist LH in making referrals for subsequent treatment. Employer will immediately notify LH of any and all changes affecting their insurance coverage of nervous/mental disorders and drug/alcohol dependency.

9. Materials: All materials including, but not limited to, audio-visual packages and training curricula developed by LH for use in connection with the EAP are not for publication or distribution outside of the Employer without LH's written permission.

10. Quarterly Reporting: LH will provide to Employer a quarterly report on the use of the services. Said report will include the number of families using the service, the type of problems involved, sources of referral, and other descriptive data. In making such a report, names and other identifying information will not be used.

11. Insurance: The principles of LH agree to maintain during the period of this agreement professional liability insurance in the amount of no less than $1,000,000 per occurrence/per year.

12. Fee for services: The charge to the Employer will be $1581.25 to be billed quarterly in advance. Remittance is due within thirty (30) days of receipt of the invoice. The initial quaterly payment due to begin the program is $395.31. The amount is based on 55 Employees who have been designated as eligible by the Employer. The employee population will be reviewed every 6 months to determine employee count; however, no adjustments in the program costs are presently contemplated unless total employee population changes by ten percent (10%). Employee assistence program utilization typically averages between 5% to 10% per year; in the event that utilization falls below or

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

13. Termination: This agreement may be terminated for cause at any time by either party by giving the other party thirty (30) days written notice. Should either party terminate for cause, LH shall accept no new Employee Family referrals from Employer and shall, unless otherwise requested by Employer, use the subsequent thirty (30) day period following termination notice to complete any services that have been initiated by Employees.

14. Amendment: This Agreement may be amended only in writing and must be signed by both parties.

15. Legal: In the event of litigation, the prevailing party shall be entitled to reasonable attorneys fees and court costs, including those of appeal.

ACCEPTED:

BY: Catherine A. Lynch
Authorized Representative of HCN

Executive Director 7-29-94
Title Date

BY: Larry Harmon Ph.D. 7-25-94
Larry Harmon, Ph.D. Date
President and Licensed Psychologist,
Larry Harmon, Ph.D. and Associates, P.A.

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Linkage Agreement

I. Agreement made this 28 day of February 1998, between Mercy SIS Miami, Florida 33133 and **Health Crisis Network**, located at 5050 Biscayne Boulevard, Miami, Florida 33137, for the purpose of specifying our mutual commitment to establish and maintain formal linkages in order to ensure the delivery of timely, comprehensive, coordinated Case Management services for eligible individuals and families in Dade County who are living with HIV/AIDS.

This agreement is effective March 1, 1998 through December 31, 1999, contingent upon the availability of resources.

II. Whereas Health Crisis Network provides Case Management, Counseling, Children's Services and other services to individuals and families affected by HIV/AIDs, and

Mercy Hospital

provides case management, nutritional counseling, financial assistance, medical care, Rx drugs

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

A) Confidentiality.

1. Both parties to this agreement are committed to ensuring compliance with standards for client confidentiality in accordance with federal and state statutes.

2. Any exchange of client information for the purpose of arranging for or coordinating services for an eligible HIV+ individual, (including any fax transmissions between agencies), will be conducted in a confidential space in a manner which assures that the identity of the client is being protected. There will be no exchange of information without specific written authorization by the client or his/her legal representative.

B) Linkages and Referrals.

1. Both parties to this Agreement will adhere to the system-wide standards of care established for Ryan White Title I service providers in Dade County in order to eliminate duplication, reduce fragmentation and ensure the delivery of integrated, coordinated services for Ryan White clients.

C) Care Coordination.

1. Both parties to this Agreement will agree with the principle that whichever agency performs the basic intake and enrollment into case management services (including screening clients for their medical and financial eligibility for Ryan White Services) will remain that client's primary case manager, until and unless the client chooses to select a different case management provider to better suit his or her needs.

2. Where both parties to this Agreement are involved in the delivery of one or more services, (including Case Management, Psychosocial Services, Outpatient Substance Abuse Treatment) to the same client, the individuals responsible for carrying out the service plan for the client will confer with the primary case manager on a timely basis if (and when) circumstances develop which suggest the need for modification of the service plan or the need to improve the plan for coordination of service delivery between/across agencies.

D) Resource sharing.

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

E) Periodic case conferencing.

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

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

Name	Glenda Hicks
Executive Director	Chief Executive Officer
Mercy Hospital	Health Crisis Network, Inc.
Organization	
3/6/98	2/25/98
Date	Date