

L020000027565

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

HERNANDEZ HOLDINGS, L.L.C.

Certificate of Status	1
Certified Copy	0
Page Count	14
Estimated Charge	\$96.25

OK to file per BT
11/22/02

ARTICLES OF MERGER
Merger Sheet

MERGING:

Metromed of Miami, Inc. a Florida entity, #P96000027269

INTO

HERNANDEZ HOLDINGS, L.L.C., a Florida entity, L02000027565

File date: November 20, 2002

Corporate Specialist: Joey Bryan

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2002 NOV 20 AM 11:42
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF
HERNANDEZ HOLDINGS, L.L.C. AND
METROMED OF MIAMI, INC.**

The undersigned, being the Managing-Member of **HERNANDEZ HOLDINGS, L.L.C.**, a Florida limited liability company (the "Surviving Company"), and the President of **METROMED OF MIAMI, INC.**, a Florida corporation, the company being merged (the "Merging Company"), for the purpose of merging the aforesaid companies, hereby certify:

1. The exact name, street address of its principal office, jurisdiction, and entity type of the Merging Company is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
#P96000027269 Metromed of Miami, Inc. 12510 Kendall Drive Miami, FL 33186	Florida	S corporation

2. The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Company, is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
#L02000027565 Hernandez Holdings, L.L.C. 12510 Kendall Drive Miami, FL 33186	Florida	LLC

The name and street address of the Members of the Surviving Company are:

Oscar Hernandez 11889 SW 72 nd Terrace Miami, FL 33183	Regina Hernandez 11889 SW 72 nd Terrace Miami, FL 33183
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3. These Articles of Merger are being filed pursuant to a plan of merger (the "Plan"), which is attached hereto and made a part hereof;
4. That all of the assets of the Merging Company were assigned transferring the assets of the merging corporation to the Surviving Company;
5. The Articles of Organization of the Surviving Company were filed with the Department of State, Divisions of Corporations in the State of Florida on _____, 2002;
6. The Articles of Incorporation of the Merging Company were filed with the Department of State, Divisions of Corporations in the State of Florida on March 28, 1996; and
7. The attached Plan meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was duly approved by the

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 OFFICE OF CORPORATIONS
 TALLAHASSEE, FLORIDA
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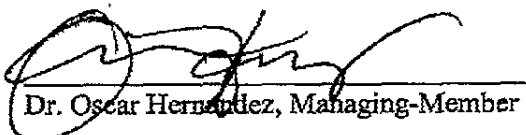
Audit No. H02000228773 6

members and shareholders of each constituent company respectively, in compliance with Chapter(s) 607, 617, 608, and/or 620 of the Florida Statutes.

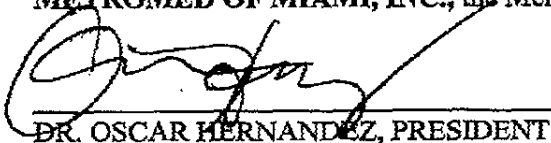
8. These Articles of Merger may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts will be construed together and will constitute one (1) agreement.
9. The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.
10. The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.
11. The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 17th day of October, 2002.

HERNANDEZ HOLDINGS, L.L.C., the Surviving Company


Dr. Oscar Hernandez, Managing-Member

METROMED OF MIAMI, INC., the Merging Company


DR. OSCAR HERNANDEZ, PRESIDENT

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CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA

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THIS INSTRUMENT PREPARED BY:
John S. Bohatch, Esquire
Guttenmacher & Bohatch, P.A.
2600 Douglas Road, PH-8
Coral Gables, FL 33134

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PLAN AND AGREEMENT OF REORGANIZATION

By Merger of
METROMED OF MIAMI, INC.
With and Into
HERNANDEZ HOLDINGS, L.L.C.
As the Surviving Company

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2002 NOV 20 AM 11:42
JY JOHNSON & ASSOCIATES, P.A.
TALLAHASSEE, FLORIDA

This Plan and Agreement of Merger (hereinafter referred to as the "Agreement") is made this 17th day of October, 2002, by and between **METROMED OF MIAMI, INC.**, a Florida corporation (hereinafter referred to as the "Merging Company"), and **HERNANDEZ HOLDINGS, L.L.C.**, a limited liability company organized and validly existing under the laws of the State of Florida (hereinafter referred to as the "Surviving Company"). The Merging and Surviving Companies are sometimes referred to in this Agreement as the "Constituent Companies."

WITNESSETH

WHEREAS, the principal and registered office of the Surviving Company is 12510 Kendall Drive, Miami, FL 33186 and 2600 Douglas Road, Penthouse 8, Coral Gables, FL 33134, respectively, and is duly recorded since October 17, 2002; its Registered Agent is John S. Bohatch, Esq., 2600 Douglas Road, Penthouse 8, Coral Gables, FL 33134; and

WHEREAS, the principal and registered office of the Merging Company is 12510 Kendall Drive, Miami, FL 33186 and 200 East Broward Boulevard, Ft. Lauderdale, FL 33301, respectively, and is duly recorded since March 28, 1996; its Registered Agent is David F. Parish, Esq., 200 East Broward Boulevard, Ft. Lauderdale, FL 33301; and

WHEREAS, the aggregate number of shares that the Merging Company is authorized to issue is 10,000 common shares at \$.01 par value, of which 400 shares are issued and outstanding and are owned legally and beneficially by Dr. Oscar Hernandez ; and

WHEREAS, the Directors, shareholders and members of the Constituent Companies deem it advisable and to the advantage of the Companies and the shareholders and members of both companies that the Merging Company be merged into the Surviving Company on the terms and conditions provided in this Agreement, and in accordance with the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Constituent Companies have agreed and do hereby agree to merge in accordance with the applicable provisions of the laws of the State of Florida on the terms and conditions stated below.

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THIS INSTRUMENT PREPARED BY:
John S. Bohatch, Esquire
Guttenmacher & Bohatch, Esquire
2600 Douglas Road, PH-8
Coral Gables, FL 33134

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**ARTICLE I
PLAN OF MERGER**

Plan Adopted

1.01. A plan of merger of **METROMED OF MIAMI, INC.** and **HERNANDEZ HOLDINGS, L.L.C.**, is adopted as follows:

a) **METROMED OF MIAMI, INC.** shall be merged with and into **HERNANDEZ HOLDINGS, L.L.C.**, to exist and be governed by the laws of the State of Florida.

b) The name of the Surviving Company shall be **HERNANDEZ HOLDINGS, L.L.C.**

c) When this agreement shall become effective, the separate corporate existence of **METROMED OF MIAMI, INC.** shall cease (except as otherwise provided for specific purposes as provided by the laws of the State of Florida), and the Surviving Company shall succeed, without other transfer, to all the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and property, both of a public and private nature, whether real, personal or mixed, of **METROMED OF MIAMI, INC.** and shall be subject to all the restrictions, disabilities, duties, debts and liabilities of the Merging Company in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each Constituent Company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

d) The Surviving Company will carry on business with the assets of **METROMED OF MIAMI, INC.**, as well as with the assets of **HERNANDEZ HOLDINGS, L.L.C.**

e) The shareholders of **METROMED OF MIAMI, INC.** will surrender all of their shares in the manner hereinafter set forth.

f) The Articles of Organization of **HERNANDEZ HOLDINGS, L.L.C.**, as existing on the effective date of the merger, shall continue in full force and effect as the Articles of Organization of the Surviving Company until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (hereinafter referred to as the "Effective Date") shall be when this Agreement has been adopted by the vote of the holders of the capital stock or membership units of each of the Companies hereto, in accordance with the requirements of the laws of the State of Florida and that fact has been certified by the Secretary or Assistant of each of the Companies and when the Articles of Merger are filed with the State of Florida.

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TALLAHASSEE, FLORIDA

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ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF CONSTITUENT COMPANIES

Nonsurvivor

2.01. As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, **METROMED OF MIAMI, INC.** represents and warrants to the Surviving Company as follows:

a) **METROMED OF MIAMI, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. **METROMED OF MIAMI, INC.** is qualified to transact business as a corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

b) **METROMED OF MIAMI, INC.** has authorized capitalization of \$100, consisting of 10,000 shares of common stock, each of \$.01 par value, of which 400 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

c) All required tax returns of **METROMED OF MIAMI, INC.**, if any, have been accurately prepared and duly and timely filed, and all taxes required to be paid with respect to the periods covered by the returns have been paid. **METROMED OF MIAMI, INC.** has not been delinquent in the payment of any tax or assessment.

Survivor

2.02. As a material inducement to **METROMED OF MIAMI, INC.** to execute this Agreement and perform its obligations under this Agreement, **HERNANDEZ HOLDINGS, L.L.C.** represents and warrants to **METROMED OF MIAMI, INC.** as follows:

a) **HERNANDEZ HOLDINGS, L.L.C.** is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, with power and authority to own property and carry on its business as it is now being conducted. **HERNANDEZ HOLDINGS, L.L.C.** is qualified to transact business as a foreign limited liability company and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

b) **HERNANDEZ HOLDINGS, L.L.C.** has Membership Units. As of the date of this Agreement, 100 Membership Units are validly issued and outstanding, fully paid, and nonassessable.

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THIS INSTRUMENT PREPARED BY:
John S. Bohatch, Esquire
Guttenmacher & Bohatch, P.A.
2600 Douglas Road, PH-8
Coral Gables, FL 33134

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JUDICIAL CIRCUIT IN
TALLAHASSEE, FLORIDA

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DEPT. OF CORPORATIONS
TALLAHASSEE, FLORIDA**Securities Law**

2.03. The Constituent Companies will mutually arrange for and manage all necessary procedures under the requirements of any and all applicable securities laws and the related supervisory commissions, if any, to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3**COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE****Interim Conduct of Business; Limitations**

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the Constituent Companies will carry on their businesses in substantially the same manner as before and will use their best efforts to maintain their business organization intact, to retain their present employees, if any, and to maintain their relationships with suppliers and other business contacts, if any. Except with the prior consent of **HERNANDEZ HOLDINGS, L.L.C.**, pending consummation of the merger, **METROMED OF MIAMI, INC.** shall not:

- a) Declare or pay any dividend or make any other distribution on its shares.
- b) Create or issue any indebtedness for borrowed money.
- c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholder

3.02. This Agreement shall be submitted to the shareholders of **METROMED OF MIAMI, INC.** for approval in the manner provided by the laws of the State of Florida. This Agreement shall also be submitted to the Members of **HERNANDEZ HOLDINGS, L.L.C.** for approval in the manner provided by the laws of the State of Florida.

Conditions Precedent to obligations of METROMED OF MIAMI, INC.

3.03. Except as may be expressly waived in writing by **METROMED OF MIAMI, INC.**, all of the obligations of **METROMED OF MIAMI, INC.** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **HERNANDEZ HOLDINGS, L.L.C.**:

- a) The representations and warranties made by **HERNANDEZ HOLDINGS, L.L.C.** to **METROMED OF MIAMI, INC.** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **HERNANDEZ HOLDINGS,**

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THIS INSTRUMENT PREPARED BY:

John S. Bohatch, Esquire

Guttenmacher & Bohatch, P.A.

2600 Douglas Road, PH-8, Coral Gables FL 33134

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L.L.C. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **METROMED OF MIAMI, INC.** and shall either correct the error, misstatement, or omission or obtain a written waiver from **METROMED OF MIAMI, INC.**

b) **HERNANDEZ HOLDINGS, L.L.C.** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

c) **HERNANDEZ HOLDINGS, L.L.C.** shall have delivered to **METROMED OF MIAMI, INC.** a certificate dated the Effective Date executed in its name by its President, certifying to the effect that:

1) **HERNANDEZ HOLDINGS, L.L.C.** is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power and authority to carry on the business in which it is engaged, and is legally qualified to do business as a foreign limited liability company in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of **METROMED OF MIAMI, INC.**

HERNANDEZ HOLDINGS, L.L.C. has no subsidiaries.

2) The execution, the delivery, and the performance of this Agreement by **HERNANDEZ HOLDINGS, L.L.C.** has been duly authorized and approved by requisite company action of **HERNANDEZ HOLDINGS, L.L.C.**

3) This Agreement and the instruments delivered to **METROMED OF MIAMI, INC.** under this Agreement have been duly and validly executed and delivered by **HERNANDEZ HOLDINGS, L.L.C.** and constitute the valid and binding obligations of **HERNANDEZ HOLDINGS, L.L.C.**, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

d) **HERNANDEZ HOLDINGS, L.L.C.** shall have delivered to **METROMED OF MIAMI, INC.** a certificate dated the Effective Date executed in its name by its Manager, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

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

f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for **METROMED OF MIAMI, INC.**

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THIS INSTRUMENT PREPARED BY:

John S. Bohatch, Esquire
Guttenmacher & Bohatch, P.A.

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JAMES CORPORATION
TALLAHASSEE, FLORIDA

Conditions Precedent to Obligations of HERNANDEZ HOLDINGS, L.L.C.

3.04. Except as may be expressly waived in writing by **HERNANDEZ HOLDINGS, L.L.C.**, all of the obligations of **HERNANDEZ HOLDINGS, L.L.C.** under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **METROMED OF MIAMI, INC.**:

a) The representations and warranties made by **METROMED OF MIAMI, INC.** to **HERNANDEZ HOLDINGS, L.L.C.** in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **METROMED OF MIAMI, INC.** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to **HERNANDEZ HOLDINGS, L.L.C.** and shall either correct the error, misstatement, or omission or obtain a written waiver from **HERNANDEZ HOLDINGS, L.L.C.**

b) **METROMED OF MIAMI, INC.** shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

c) **METROMED OF MIAMI, INC.** shall have delivered to **HERNANDEZ HOLDINGS, L.L.C.** a certificate dated the Effective Date executed in its name by its President, certifying to the effect that:

1) **METROMED OF MIAMI, INC.** is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full power and authority to carry on the business in which it is engaged, and is legally qualified to do business as a corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of **HERNANDEZ HOLDINGS, L.L.C.** and that **METROMED OF MIAMI, INC.** has no subsidiaries.

2) The execution, the delivery, and the performance of this Agreement by **METROMED OF MIAMI, INC.** has been duly authorized and approved by requisite company action of **METROMED OF MIAMI, INC.**

3) This Agreement and the instruments delivered to **HERNANDEZ HOLDINGS, L.L.C.** under this Agreement have been duly and validly executed and delivered by **METROMED OF MIAMI, INC.** and constitute the valid and binding obligations of **METROMED OF MIAMI, INC.**, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

d) **METROMED OF MIAMI, INC.** shall have delivered to **HERNANDEZ HOLDINGS, L.L.C.** a certificate dated the Effective Date executed in its name by its President,

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certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

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

f) Each stockholder shall have delivered a letter to **HERNANDEZ HOLDINGS, L.L.C.** containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

ARTICLE 4 MANNER OF CONVERTING SHARES

Manner

4.01. The holder of shares of **METROMED OF MIAMI, INC.** shall surrender all of its shares to the Manager of the Surviving Company promptly after the Effective Date.

Shares of Survivor

4.02. The currently outstanding Membership Units of **HERNANDEZ HOLDINGS, L.L.C.** shall remain outstanding.

ARTICLE 5 DIRECTORS AND OFFICERS

Manager and Officers of Survivor

5.01. (a) The present Manager of **HERNANDEZ HOLDINGS, L.L.C.** shall continue to serve as the Manager of the Surviving Company until the next annual meeting or until his successors have been elected.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Company on the Effective Date of the merger, the vacancy may be filled by the Members as provided by the bylaws of the Surviving Company.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of **HERNANDEZ HOLDINGS, L.L.C.** shall remain as officers of the Surviving Company until the Board of Directors of the Surviving Company shall determine otherwise. The Board of Directors of the Surviving Company may elect or appoint additional officers as it deems necessary.

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THIS INSTRUMENT PREPARED BY:
John S. Bohatch, Esquire
Guttenmacher & Bohatch, P.A.
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Coral Gables, FL 33134

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HALL COUNTY CLERK'S OFFICE, FLORIDA

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DUNN & CORP
TALLAHASSEE, FLORIDA**ARTICLE 6
OPERATING AGREEMENT****Operating Agreement of Survivor**

6.01. The Operating Agreement of **HERNANDEZ HOLDINGS, L.L.C.**, as existing on the Effective Date of the merger, shall continue in full force and effect as the Operating Agreement of the Surviving Company until altered, amended, or repealed as provided in the Operating Agreement or as provided by law.

**ARTICLE 7
NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION,
AND EXPENSES OF NONSURVIVOR****Nature and Survival of Representations and Warranties**

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of **METROMED OF MIAMI, INC.**, **HERNANDEZ HOLDINGS, L.L.C.**, or the stockholder or members pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under the Agreement. The covenants, representations, and warranties of the parties and the stockholders and members shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the Constituent Companies or the stockholders or members shall act as a waiver of any representation or warranty made under this Agreement.

Indemnification

7.02. **METROMED OF MIAMI, INC.** agrees that on or prior to the Effective Date it shall obtain from the stockholder an agreement under which the stockholders shall indemnify and holds harmless **HERNANDEZ HOLDINGS, L.L.C.** against and in respect of all damages (as defined in this paragraph) in excess of \$5,000.00 in the aggregate. Damages, as used in this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid damages or to oppose the imposition of damages, or in enforcing this indemnity, resulting to **HERNANDEZ HOLDINGS, L.L.C.** from (i) any inaccurate representation made by or on behalf of **METROMED OF MIAMI, INC.** or its stockholders in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of **METROMED OF MIAMI, INC.** or the stockholders, in or pursuant this Agreement; (iii) breach or default in the performance by **METROMED OF MIAMI, INC.** of any of the obligations to be performed by it under this Agreement; or (iv) breach or default in the performance by the stockholders of any of the obligations to be performed by them under any agreement delivered by them to **HERNANDEZ HOLDINGS, L.L.C.** pursuant to this Agreement. The stockholders shall reimburse **HERNANDEZ HOLDINGS, L.L.C.** on demand for any payment made or for any loss suffered by **HERNANDEZ HOLDINGS, L.L.C.** at any time after the Effective Date, based on the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or

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Coral Gables, FL 33134

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settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. The stockholders shall satisfy their obligations to **HERNANDEZ HOLDINGS, L.L.C.** by the payment of cash on demand. The stockholders shall have the opportunity to defend any claim, action, or demand asserted against **HERNANDEZ HOLDINGS, L.L.C.** for which **HERNANDEZ HOLDINGS, L.L.C.** claims indemnity against the stockholders; provided that (i) the defense is conducted by reputable counsel approved by **HERNANDEZ HOLDINGS, L.L.C.**, which approval shall not be unreasonably withhold; (ii) the defense is expressly assumed in writing within ten days after written notice of the claim, action, or demand is given to the stockholders; and (iii) counsel for **HERNANDEZ HOLDINGS, L.L.C.** may participate at all times and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand, at the expense of **HERNANDEZ HOLDINGS, L.L.C.**

Expenses

7.03. **METROMED OF MIAMI, INC.** will cause the stockholders to pay all expenses in excess of \$5,000.00 incurred by **METROMED OF MIAMI, INC.** in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of **METROMED OF MIAMI, INC.** counsel and accountants (none of which shall be charged to **METROMED OF MIAMI, INC.**). If the transactions contemplated by this Agreement are not consummated, either **METROMED OF MIAMI, INC.** or the stockholders shall pay such expenses of **METROMED OF MIAMI, INC.** as the stockholders and **METROMED OF MIAMI, INC.** may then determine. **HERNANDEZ HOLDINGS, L.L.C.** shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE 8 TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date, notwithstanding the approval of the shareholders of the Constituent Companies:

- (a) By mutual consent of the Board of Directors of the Constituent Companies.
- (b) At the election of the Board of Directors of either Constituent Companies if:
 - (1) The number of shareholders of either Constituent Company, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.
 - (2) Any material litigation or proceeding shall be instituted or threatened against either Constituent Company, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

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THIS INSTRUMENT PREPARED BY:
 John S. Bohatch, Esquire
 Guttenmacher & Bohatch, P.A.
 2600 Douglas Road, PH-8
 Coral Gables, FL 33134

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 2002 NOV 20 AM 11:30
 SHARON CORPORATION
 TALLAHASSEE, FLORIDA

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

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

Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or Operating Manager of either Constituent Company whose Board of Director has made the election shall give immediate written notice of the election to the other Constituent Company.

(b) On the giving of notice as provided in Subparagraph (a) of this Paragraph 8.02, this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either Constituent Company as a result of the termination and abandonment.

ARTICLE 9 INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. **METROMED OF MIAMI, INC.** agrees that from time to time, as and when requested by the Surviving Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. **METROMED OF MIAMI, INC.** further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the postal service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

Audit No. H02000228773 6

THIS INSTRUMENT PREPARED BY:
John S. Bohatch, Esquire
Guttenmacher & Bohatch, P.A.
26000 Douglas Road, PH-8
Coral Gables, FL 33134

FILED
2002 NOV 20 AM 11:43
JAMES H. BOHATCH, JR.
TALLAHASSEE, FLORIDA

Audit No. H02000228773 6

(a) In the case of **METROMED OF MIAMI, INC.**, to:

Dr. Oscar Hernandez, President
11889 SW 72nd Terrace
Miami, FL 33183

or to such other person or address as **METROMED OF MIAMI, INC.** may from time to time request in writing.

(b) In the case of **HERNANDEZ HOLDINGS, L.L.C.**, to:

Dr. Oscar Hernandez, Managing-Member
11889 SW 72nd Terrace
Miami, FL 33183

or to such other person or address as **HERNANDEZ HOLDINGS, L.L.C.** may from time to time request in writing.

Entire Agreement; Counterparts

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

Controlling Law

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

[Remainder of page intentionally left blank -- Execution page follows]

Audit No. H02000228773 6


THIS INSTRUMENT PREPARED BY:
John S. Bohatch, Esquire
Guttenmacher & Bohatch, P.A.
2600 Douglas Road, PH-8
Coral Gables, FL 33134

FILED
2002 NOV 20 AM 11:4
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Audit No. H02000228773 6

IN WITNESS WHEREOF, this Agreement was executed on 17th day of October,
2002.

METROMED OF MIAMI, INC.,
a Florida Corporation


DR. OSCAR HERNANDEZ, PRESIDENT

HERNANDEZ HOLDINGS, L.L.C.,
a Florida Limited Liability Company


DR. OSCAR HERNANDEZ, MANAGING-MEMBER

FILED
2002 NOV 20 AM 11:43
CLERK OF SUPERIOR COURT
TALLAHASSEE, FLORIDA

Audit No. H02000228773 6

THIS INSTRUMENT PREPARED BY:
John S. Bohatch, Esquire
Guttenmacher & Bohatch, P.A.
2600 Douglas Road, PH-8
Coral Gables, FL 33134