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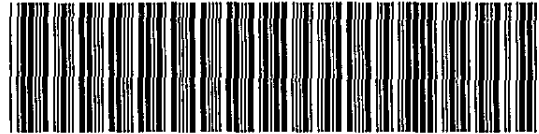
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**SERGIO A. PAGLIERY, P.A.**

ATTORNEYS & COUNSELORS AT LAW

8788 SW 8th Street  
Miami, Florida 33174

**FILED**

Telephone: 305-228-7672  
Facsimile: (305) 228-7675  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Via U.S. Mail**

June 8, 2005

Department of State  
Division of Corporations  
Corporate Filings  
P.O. Box 6327  
Tallahassee, FL 32314

**Re: Articles of Merger for Comprehensive Heath Center, LLC (the "Surviving Company") and Comprehensive Health Center, Inc., (the "Merging Company")**

Dear Sirs,


Enclosed please find the original signed Articles of Merger and original signed Plan of Merger for Comprehensive Health Center, LLC, a Florida limited liability company (the surviving company) and Comprehensive Health Center, Inc., a Florida corporation (the merging company).

Enclosed please find our check in the amount of \$95.00 to cover the filing fees and for a certified copy of the enclosed documents together with the Divisions letter acknowledging the filing.

Please proceed to file these instruments accordingly and then return to us the certified copies together with your letter at your earliest convenience. If there is an additional charge not covered by the funds remitted herewith, please kindly notify us by telephone.

Should you have any questions or require additional information please feel free to contact us. Thank you.

Very truly yours,

  
Sergio A. Pagliery, Esq.

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ARTICLES OF MERGER OF  
COMPREHENSIVE HEALTH CENTER, LLC AND  
COMPREHENSIVE HEALTH CENTER, INC.

2005 JUN 13 P 1:57

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, being the Manager and Sole Member of **COMPREHENSIVE HEALTH CENTER, LLC**, and Sole Shareholder and a Florida limited liability company (the "Surviving Company"), and the President of **COMPREHENSIVE HEALTH CENTER, 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>
Comprehensive Health Center, Inc. 671 N.W. 119 <sup>th</sup> Street North Miami, Florida 33168	Florida  Reg. #M12557	Corporation  EIN59-2523291

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>
Comprehensive Health Center, LLC 671 N.W. 119 <sup>th</sup> Street North Miami, Florida 33168	Florida  Reg. #L05000042992	LLC  EIN59-2523291

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, and the Surviving Company has obtained the written consent of each member of the Surviving Company, and the Merging Company has obtained the written consent of each shareholder of the Merging Company
4. That all of the assets and liabilities of the Merging Company were assigned transferring the assets of the Merging Company 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 May 2, 2005;
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 13, 1985; and

**FILED**

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

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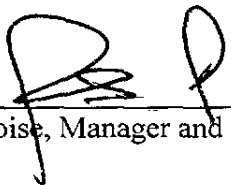
8. These Articles of Merger may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts will be construed together and will constitute one (1) agreement.
9. The merger is permitted under the respective laws of all applicable 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 or The Articles of Incorporation or Bylaws of any Corporation 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. The effective date of the merger for Florida state law purposes (hereinafter referred to as the "Effective Date") shall be the date on which the Articles of Merger are filed with the Florida Department of State.

The effective date of the merger for tax and accounting purposes shall be May 2, 2005, which is the date the assets and liabilities of the Merging Company were transferred or commenced being transferred to the Surviving Company.

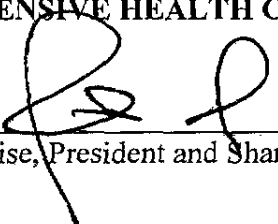
11. The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 31<sup>st</sup> day of May, 2005.

**COMPREHENSIVE HEALTH CENTER, LLC**, the Surviving Company

  
\_\_\_\_\_  
Rudolph Moise, Manager and Sole Member

**COMPREHENSIVE HEALTH CENTER, INC.**, the Merging Company

  
\_\_\_\_\_  
Rudolph, Moise, President and Shareholder

**PLAN AND AGREEMENT OF REORGANIZATION**

**By Merger of**

2005 JUN 13 P 1:57

**COMPREHENSIVE HEALTH CENTER, INC.**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**With and Into**

**COMPREHENSIVE HEALTH CENTER, LLC**

**As the Surviving Company**

FILED

**PLAN AND AGREEMENT OF REORGANIZATION**

*By Merger of*

**COMPREHENSIVE HEALTH CENTER, INC.**

*With and Into*

**COMPREHENSIVE HEALTH CENTER, LLC**

*As the Surviving Company*

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

This Plan and Agreement of Merger (hereinafter referred to as the "Agreement") is made this 31<sup>st</sup> day of May, 2005, by and between **COMPREHENSIVE HEALTH CENTER, INC.**, a Florida corporation (hereinafter referred to as the "Merging Company"), and, **COMPREHENSIVE HEALTH CENTER, LLC**, 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 671 N.W. 119<sup>th</sup> Street, North Miami, Florida 33168 and its Articles of Organization have been duly recorded since May 2, 2005; its Registered Agent is Corpdirect Agent, Inc., at 103 Meridian Street, Tallahassee, Florida 32301; and

**WHEREAS**, the principal and registered office of the Merging Company is 671 N.W. 119<sup>th</sup> Street, North Miami, Florida 33168, and its Articles of Incorporation have been duly recorded since March 13, 1995; its Registered Agent is Rudolph Moise, 1671 N.W. 19<sup>th</sup> Street, North Miami, Florida 33168; and

**WHEREAS**, the aggregate number of shares that the Merging Company is authorized to issue is 50 common shares at \$1 par value, of which 50 shares are outstanding and are owned legally and beneficially by Rudolph Moise; 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.

**FILED**

**ARTICLE 1  
PLAN OF MERGER**

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TALLAHASSEE, FLORIDA

**Plan Adopted**

1.01. A plan of merger of **COMPREHENSIVE HEALTH CENTER, INC.**, and **COMPREHENSIVE HEALTH CENTER, LLC**, is adopted as follows:

a) **COMPREHENSIVE HEALTH CENTER, INC.**, shall be merged with and into, **COMPREHENSIVE HEALTH CENTER, LLC**, to exist and be governed by the laws of the State of Florida.

b) The name of the Surviving Company shall be **COMPREHENSIVE HEALTH CENTER, LLC**.

c) When this agreement shall become effective, the separate corporate existence of **COMPREHENSIVE HEALTH CENTER, 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 **COMPREHENSIVE HEALTH CENTER, 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 **COMPREHENSIVE HEALTH CENTER, INC.**, as well as with the assets of **COMPREHENSIVE HEALTH CENTER, LLC**.

e) The shareholders of **COMPREHENSIVE HEALTH CENTER, INC.**, will surrender all of their shares in the manner hereinafter set forth.

f) The Articles of Organization of **COMPREHENSIVE HEALTH CENTER, LLC**, 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

**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, **COMPREHENSIVE HEALTH CENTER, INC.**, represents and warrants to the Surviving Company as follows:

a) **COMPREHENSIVE HEALTH CENTER, 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. **COMPREHENSIVE HEALTH CENTER, 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) **COMPREHENSIVE HEALTH CENTER, INC.**, has authorized capitalization of \$50 consisting of 50 shares of common stock, each of \$1 par value, of which 50 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

c) All required tax returns of **COMPREHENSIVE HEALTH CENTER, 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. **COMPREHENSIVE HEALTH CENTER, INC.**, has not been delinquent in the payment of any tax or assessment.

**Survivor**

2.02. As a material inducement to **COMPREHENSIVE HEALTH CENTER, INC.**, to execute this Agreement and perform its obligations under this Agreement, **COMPREHENSIVE HEALTH CENTER, LLC**, represents and warrants to **COMPREHENSIVE HEALTH CENTER, INC.**, as follows:

a) **COMPREHENSIVE HEALTH CENTER, LLC**, 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. **COMPREHENSIVE HEALTH CENTER, LLC**, 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) **COMPREHENSIVE HEALTH CENTER, LLC**, has Membership Units. As of the date of this Agreement, 1,000 Membership Units are validly issued and outstanding, fully paid, and nonassessable.

**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 plain 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 **COMPREHENSIVE HEALTH CENTER, LLC**, pending consummation of the merger, **COMPREHENSIVE HEALTH CENTER, 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 shareholder of **COMPREHENSIVE HEALTH CENTER, 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 **COMPREHENSIVE HEALTH CENTER, LLC**, for approval in the manner provided by the laws of the State of Florida.

**Conditions Precedent to obligations of COMPREHENSIVE HEALTH CENTER, INC.**

3.03. Except as may be expressly waived in writing by **COMPREHENSIVE HEALTH CENTER, INC.**, all of the obligations of **COMPREHENSIVE HEALTH CENTER, INC.**,

under this Agreement are subject to the satisfaction, prior to or on the Effective Date, for each of the following conditions by **COMPREHENSIVE HEALTH CENTER, LLC**: **FILED**

a) The representations and warranties made by **COMPREHENSIVE HEALTH CENTER, LLC**, to **COMPREHENSIVE HEALTH CENTER, 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 **COMPREHENSIVE HEALTH CENTER, LLC**, 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 **COMPREHENSIVE HEALTH CENTER, INC.** and shall either correct the error, misstatement, or omission or obtain a written waiver from **COMPREHENSIVE HEALTH CENTER, INC.**

b) **COMPREHENSIVE HEALTH CENTER, LLC**, 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) **COMPREHENSIVE HEALTH CENTER, LLC**, shall have delivered to **COMPREHENSIVE HEALTH CENTER, INC.** a certificate dated the Effective Date executed in its name by its President, certifying to the effect that:

1) **COMPREHENSIVE HEALTH CENTER, LLC**, 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 **COMPREHENSIVE HEALTH CENTER, INC.**

**COMPREHENSIVE HEALTH CENTER, LLC**, has no subsidiaries.

2) The execution, the delivery, and the performance of this Agreement by **COMPREHENSIVE HEALTH CENTER, LLC**, has been duly authorized and approved by requisite company action of **COMPREHENSIVE HEALTH CENTER, LLC**.

3) This Agreement and the instruments delivered to **COMPREHENSIVE HEALTH CENTER, INC.** under this Agreement have been duly and validly executed and delivered by **COMPREHENSIVE HEALTH CENTER, LLC**, and constitute the valid and binding obligations of **COMPREHENSIVE HEALTH CENTER, LLC**, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

d) **COMPREHENSIVE HEALTH CENTER, LLC**, shall have delivered to **COMPREHENSIVE HEALTH CENTER, INC.** a certificate dated the Effective Date executed in its name by its Operating Manager, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

FILED

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 **COMPREHENSIVE HEALTH CENTER, INC.**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Conditions Precedent to Obligations of COMPREHENSIVE HEALTH CENTER, LLC**

3.04. Except as may be expressly waived in writing by **COMPREHENSIVE HEALTH CENTER, LLC**, all of the obligations of **COMPREHENSIVE HEALTH CENTER, LLC**, under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **COMPREHENSIVE HEALTH CENTER, INC.**:

a) The representations and warranties made by **COMPREHENSIVE HEALTH CENTER, INC.** to **COMPREHENSIVE HEALTH CENTER, LLC**, 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 **COMPREHENSIVE HEALTH CENTER, 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 **COMPREHENSIVE HEALTH CENTER, LLC**, and shall either correct the error, misstatement, or omission or obtain a written waiver from **COMPREHENSIVE HEALTH CENTER, LLC**.

b) **COMPREHENSIVE HEALTH CENTER, 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) **COMPREHENSIVE HEALTH CENTER, INC.** shall have delivered to **COMPREHENSIVE HEALTH CENTER, LLC**, a certificate dated the Effective Date executed in its name by its President, certifying to the effect that:

1) **COMPREHENSIVE HEALTH CENTER, 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 **COMPREHENSIVE HEALTH CENTER, LLC**, and that **COMPREHENSIVE HEALTH CENTER, INC.** has no subsidiaries.

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

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TALLAHASSEE, FLORIDA

3) This Agreement and the instruments delivered to **COMPREHENSIVE HEALTH CENTER, LLC**, under this Agreement have been duly and validly executed and delivered by **COMPREHENSIVE HEALTH CENTER, INC.** and constitute the valid and binding obligations of **COMPREHENSIVE HEALTH CENTER, INC.** enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

d) **COMPREHENSIVE HEALTH CENTER, INC.** shall have delivered to **COMPREHENSIVE HEALTH CENTER, LLC**, a certificate dated the Effective Date executed in its name by its President, 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 **COMPREHENSIVE HEALTH CENTER, LLC**, 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 **COMPREHENSIVE HEALTH CENTER, 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 **COMPREHENSIVE HEALTH CENTER, LLC**, shall remain outstanding.

#### ARTICLE 5 DIRECTORS AND OFFICERS

##### Manager and Officers of Survivor

5.01. (a) The present Manager of **COMPREHENSIVE HEALTH CENTER, LLC**, who is Rudolph Moise, 671 N.W. 119 Street, North Miami, Florida 33168, 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 or Board Managers 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 **COMPREHENSIVE HEALTH CENTER, LLC**, 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.

## **ARTICLE 6 OPERATING AGREEMENT**

### **Operating Agreement of Survivor**

6.01. The Operating Agreement of **COMPREHENSIVE HEALTH CENTER, LLC**, 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 **COMPREHENSIVE HEALTH CENTER, INC.**, to **COMPREHENSIVE HEALTH CENTER, LLC**, or the stockholder or members, or officers and members thereof respectively, 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 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 shall act as a waiver of any representation or warranty made under this Agreement.

### **Indemnification**

7.02. **COMPREHENSIVE HEALTH CENTER, INC.** agrees that on or prior to the Effective Date it shall obtain from the stockholder an agreement under which the stockholders shall indemnifies and holds harmless **COMPREHENSIVE HEALTH CENTER, LLC**, 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

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expenses incurred in investigating, in attempting to avoid damages or to oppose the imposition of damages, or in enforcing this indemnity, resulting to **COMPREHENSIVE HEALTH CENTER, LLC**, from (i) any inaccurate representation made by or on behalf of **COMPREHENSIVE HEALTH CENTER, INC.** or its stockholders in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of **COMPREHENSIVE HEALTH CENTER, INC.** or the stockholders, in or pursuant this Agreement; (iii) breach or default in the performance by **COMPREHENSIVE HEALTH CENTER, 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 **COMPREHENSIVE HEALTH CENTER, LLC**, pursuant to this Agreement. The stockholders shall reimburse **COMPREHENSIVE HEALTH CENTER, LLC**, on demand for any payment made or for any loss suffered by **COMPREHENSIVE HEALTH CENTER, LLC**, 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 settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. The stockholders shall satisfy their obligations to **COMPREHENSIVE HEALTH CENTER, LLC**, by the payment of cash on demand. The stockholders shall have the opportunity to defend any claim, action, or demand asserted against **COMPREHENSIVE HEALTH CENTER, LLC**, for which **COMPREHENSIVE HEALTH CENTER, LLC**, claims indemnity against the stockholders; provided that (i) the defense is conducted by reputable counsel approved by **COMPREHENSIVE HEALTH CENTER, LLC**, 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 **COMPREHENSIVE HEALTH CENTER, LLC**, 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 **COMPREHENSIVE HEALTH CENTER, LLC**,

### Expenses

7.03. **COMPREHENSIVE HEALTH CENTER, INC.** will cause the stockholders to pay all expenses in excess of \$5,000.00 incurred by **COMPREHENSIVE HEALTH CENTER, 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 **COMPREHENSIVE HEALTH CENTER, INC.**'s counsel and accountants (none of which shall be charged to **COMPREHENSIVE HEALTH CENTER, INC.**). If the transactions contemplated by this Agreement are not consummated, either **COMPREHENSIVE HEALTH CENTER, INC.** or the stockholders shall pay such expenses of **COMPREHENSIVE HEALTH CENTER, INC.** as the stockholders and **COMPREHENSIVE HEALTH CENTER, INC.** may then determine. **COMPREHENSIVE HEALTH CENTER, LLC**, shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**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.

(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.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE 9  
INTERPRETATION AND ENFORCEMENT

**Further Assurances**

9.01. **COMPREHENSIVE HEALTH CENTER, 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. **COMPREHENSIVE HEALTH CENTER, 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:

(a) In the case of **COMPREHENSIVE HEALTH CENTER, INC.**, to:

Rudolph Moise, President  
671 NW 119<sup>th</sup> Street  
North Miami, Florida 33168

or to such other person or address as **COMPREHENSIVE HEALTH CENTER, INC.** may from time to time request in writing.

(b) In the case of **COMPREHENSIVE HEALTH CENTER, LLC**, to:

Rudolph Moise, Manager  
671 NW 119<sup>th</sup> Street  
North Miami, Florida 33168

or to such other person or address as **COMPREHENSIVE HEALTH CENTER, LLC**, may from time to time request in writing.



**FILED**

**Entire Agreement; Counterparts**

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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.

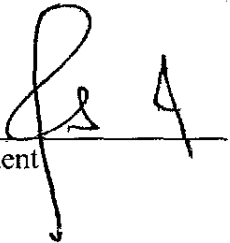
**[Remainder of page intentionally left blank – Execution page follows]**


**FILED**

IN WITNESS WHEREOF, this Agreement was executed on 31<sup>st</sup> day of May,  
2005 2005 JUN 13 P 1:58

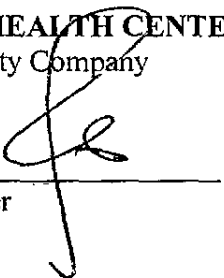
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

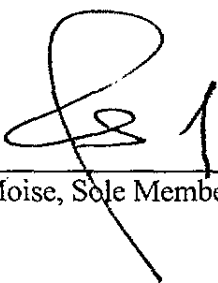
**COMPREHENSIVE HEALTH CENTER, INC.,**  
a Florida Corporation

  
\_\_\_\_\_  
Rudolph Moise, President

  
\_\_\_\_\_  
Rudolph Moise, Sole Shareholder

**COMPREHENSIVE HEALTH CENTER, LLC,**  
a Florida Limited Liability Company

  
\_\_\_\_\_  
Rudolph Moise, Manager

  
\_\_\_\_\_  
Rudolph Moise, Sole Member