

N49157

THOMPSON & KNIGHT

L.L.P.

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AUSTIN
DALLAS
FORT WORTH
HOUSTON
MONTERREY, MEXICO

July 31, 2000

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-10/03/00--01076--002
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-08/04/00--01003--021
*****35.00 *****35.00

Florida Department of State
Attention: Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

Re: Merger of Life Enhancement Association for People, Inc. with LEAP Foundation

Dear Sir or Madam:

Enclosed is an original Articles of Merger merging Life Enhancement Association for People, Inc., a Florida not for profit corporation ("Life Enhancement"), with and into LEAP Foundation, a Texas nonprofit corporation ("LEAP"), effective July 13, 2000. An original signed copy of the Agreement and Plan of Merger pursuant to which Life Enhancement is merged with and into LEAP is appended to the Articles of Merger. Please have these documents filed with the Division of Corporations of the Florida Department of State, and then send evidence of the filing to my attention at the letterhead address.

Also enclosed is a check in the amount of \$35.00 for the filing fee for the documents described above.

Thank you for your assistance.

Very truly yours,

E. G. Reis

Eric G. Reis

EGR/eeh
Enclosures
08950 00001 DALLAS 1172920.1

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 SEP 29 PM 4:24

Merger

ER

10/4/00

ARTICLES OF MERGER
Merger Sheet

MERGING:

LIFE ENHANCEMENT ASSOCIATION FOR PEOPLE, INC., a Florida
corporation, N49157

INTO

LEAP FOUNDATION, a Texas corporation not qualified in Florida.

File date: September 29, 2000

Corporate Specialist: Velma Shepard



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

August 16, 2000

ERIC G. REIS
THOMPSON & KNIGHT
1700 PACIFIC AVE., STE. 3300
DALLAS, TX 75201-4693

SUBJECT: LIFE ENHANCEMENT ASSOCIATION FOR PEOPLE, INC.
Ref. Number: N49157

We have received your document for LIFE ENHANCEMENT ASSOCIATION FOR PEOPLE, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

There is a balance due of \$35.00.

In order to file your document, the subject entity must first be reinstated.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6909.

Velma Shepard
Corporate Specialist

Letter Number: 700A00044075

Rec'd 9/25

THOMPSON & KNIGHT
L.L.P.

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AUSTIN
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FORT WORTH
HOUSTON
MONTERREY, MEXICO

DIRECT DIAL:

(214) 969-1118

September 19, 2000

Velma Shepard, Corporate Specialist
Florida Department of State
Attention: Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

Re: Merger of Life Enhancement Association for People, Inc. with LEAP Foundation

Dear Ms. Shepard:

Enclosed is a copy of your letter dated August 16, 2000, regarding the status of the above-referenced merger. In accordance with your instructions, enclosed is a Corporation Restatement form for Life Enhancement Association for People, Inc., a Florida not for profit corporation ("Life Enhancement"), which has been signed by George D. Hobar in his capacities as the registered agent and a director of Life Enhancement. Based on the foregoing, please reinstate Life Enhancement as a Florida not for profit corporation for the year 2000.

Also enclosed is an original Articles of Merger merging Life Enhancement, with and into LEAP Foundation, a Texas nonprofit corporation ("LEAP"), effective July 13, 2000. An original signed copy of the Agreement and Plan of Merger pursuant to which Life Enhancement is merged with and into LEAP is appended to the Articles of Merger. Please have these documents filed with the Division of Corporations of the Florida Department of State, and then send evidence of the filing to my attention at the letterhead address.

Finally, in accordance with your instructions, enclosed is a check in the amount of \$35.00 for the balance due for the documents described above.

Thank you for your assistance.

Very truly yours,



Eric G. Reis

EGR/eeh
Enclosures

cc: Ms. Robbie Jackson
Terry L. Simmons, Esq.

08950 00001 DALLAS 1172920.1

THOMPSON & KNIGHT
L.L.P.

ATTORNEYS AND COUNSELORS

1700 PACIFIC AVENUE • SUITE 3300
DALLAS, TEXAS 75201-4693
(214) 969-1700
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AUSTIN
DALLAS
FORT WORTH
HOUSTON
MONTERREY, MEXICO

DIRECT DIAL:

(214) 969-1118

September 26, 2000

Velma Shepard, Corporate Specialist
Florida Department of State
Attention: Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

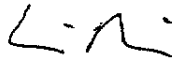
Re: Merger of Life Enhancement Association for People, Inc. with LEAP Foundation

Dear Ms. Shepard:

In accordance with our recent telephone conversation regarding the status of the above-referenced merger, enclosed is a check made payable to Department of State in the amount of \$297.50 for the reinstatement fee for Life Enhancement Association for People, Inc., a Florida not for profit corporation ("Life Enhancement"). Please reinstate Life Enhancement as a Florida not for profit corporation for the year 2000.

Thank you for your continued assistance.

Very truly yours,



Eric G. Reis

EGR/eeh
Enclosure

cc: Ms. Robbie Jackson
Terry L. Simmons, Esq.
008950 000001 DALLAS 1196122.1

Rec'd 9/29

ARTICLES OF MERGER

MERGING

LIFE ENHANCEMENT ASSOCIATION FOR PEOPLE, INC.

WITH AND INTO

LEAP FOUNDATION

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 SEP 29 PM 4: 24

Pursuant to the provisions of Articles 1396-5.01, 1396-5.04 and 1396-5.07 of the Texas Non-Profit Corporation Act and Section 617.1103 of the Florida Not For Profit Corporation Act, the undersigned corporations hereby adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

ARTICLE ONE

A copy of the executed Agreement and Plan of Merger pursuant to which Life Enhancement Association For People, Inc., a Florida not for profit corporation ("Life Enhancement"), is merged with and into LEAP Foundation, a Texas nonprofit corporation ("LEAP"), is attached hereto as Exhibit "A."

ARTICLE TWO

There are no members of LEAP entitled to vote on the plan of merger. The plan of merger was approved on July 13, 2000 by unanimous written consent of the directors of LEAP.

ARTICLE THREE

There are no members of Life Enhancement entitled to vote on the plan of merger. The plan of merger was approved on ~~January~~ ^{March} 3, 2000, by unanimous written consent of the directors of Life Enhancement.

ARTICLE FOUR

LEAP, as the surviving corporation of the merger, hereby agrees that it may be sued in the State of Florida for any prior obligation of Life Enhancement, and for any other obligation hereafter incurred by the surviving corporation of the merger, so long as any liability remains outstanding against the corporation in the State of Florida. LEAP hereby irrevocably appoints the Secretary of the State of Florida as LEAP's agent to accept service of process in any action for the enforcement of any such obligation.

IN WITNESS WHEREOF, these Articles of Merger have been executed ^{effective the 13th} ~~on this~~ _____ day of ~~January~~ ^{July}, 2000, by the undersigned officers, thereunto duly authorized.

LIFE ENHANCEMENT ASSOCIATION
FOR PEOPLE, INC.

By: Mary Breen
Mary Breen, President

LEAP FOUNDATION

By: P. Craig Hobar
P. Craig Hobar, President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), is made by and between LEAP FOUNDATION, a Texas nonprofit corporation ("LEAP"), and LIFE ENHANCEMENT ASSOCIATION FOR PEOPLE, INC., a Florida not for profit corporation ("Life Enhancement");

ARTICLE I

RECITALS

Section 1.01. Approval of Merger Agreement. The Board of Directors of LEAP and the Board of Directors of Life Enhancement have approved this Agreement and have authorized its execution and delivery.

Section 1.02. Purpose of Agreement. The parties desire to enter into this Agreement for the purpose of setting forth the plan of the proposed merger between Life Enhancement and LEAP (the "Merger"), the terms and conditions of the Merger, certain representations, warranties and agreements of the parties with respect to the Merger, and such other provisions as are deemed necessary or proper, all as contained herein. In consideration of the premises and the mutual covenants and agreements set forth herein, Life Enhancement and LEAP hereby agree to the following provisions relating to the Merger.

ARTICLE II

TERMS OF THE MERGER

Section 2.01. Surviving Corporation. At the Effective Date (as such term is defined in Section 5.03 hereof), Life Enhancement shall be merged with and into LEAP upon the terms and conditions set forth herein and in accordance with Florida statutes (the "Florida Act") and the Texas Non-Profit Corporation Act (the "Texas Act"). Upon the Merger, Life Enhancement shall cease to exist as a separate corporation, and LEAP, as the surviving corporation having the corporate name LEAP FOUNDATION (herein referred to as the "Surviving Corporation" whenever reference is made to it as of the Effective Date or thereafter), shall continue to exist under and be governed by the Texas Act. The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a nonprofit corporation organized under the Texas Act, and shall possess all the rights, privileges, immunities and franchises of and LEAP. All property (real, personal and mixed), all debts due on whatever account, and all and every other interest of or belonging to or due to Life Enhancement or to LEAP shall be taken and deemed to be transferred to and vested in the Surviving Corporation by virtue of the Merger without further act or deed. On and after the Effective Date, the Surviving Corporation shall be responsible and liable for all liabilities and obligations of Life Enhancement and of LEAP.

Section 2.02. Certificate of Incorporation and Articles of Incorporation. The Certificate of Incorporation and Articles of Incorporation of LEAP in effect immediately prior to the Effective Date shall be the Certificate of Incorporation and Articles of Incorporation of the Surviving Corporation unless and until thereafter amended in accordance with the Texas Act.

Section 2.03. Bylaws. The Bylaws of LEAP in effect immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation unless and until thereafter amended or repealed in accordance with the provisions thereof and the Texas Act.

Section 2.04. Officers and Directors. The officers and directors of LEAP in office on the Effective Date shall be the officers and directors of the Surviving Corporation, subject to the terms and conditions set forth in LEAP's Bylaws.

Section 2.05. Purposes of Surviving Corporation. The Surviving Corporation shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Within the scope of such purposes, the Surviving Corporation shall provide plastic (reconstructive cranial and facial) surgery to those who can benefit from these procedures but are unable to pay for them and shall engage in educational activities relating to the foregoing.

Section 2.06. Continuance of Activities of Life Enhancement. Following the Merger, in furtherance of the purposes described in Section 2.05 of this Agreement, the activities currently conducted by Life Enhancement shall be conducted by the Surviving Corporation as the successor to Life Enhancement in all respects, subject to any changes in such activities that the Board of Directors of the Surviving Corporation deems appropriate.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations and Warranties of LEAP. LEAP hereby represents and warrants as follows:

(a) Corporate Existence and Power. LEAP is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of Texas and has all requisite corporate power and governmental licenses and permits to own, lease and operate its properties and to carry on its business. LEAP is duly licensed, qualified or registered and in good standing in each jurisdiction in which the nature of any business conducted or property owned or leased by it makes such licensing, qualification or registration necessary.

(b) Authorization. The Board of Directors of LEAP have approved this Agreement and the transactions contemplated hereby and have authorized the execution and delivery of this Agreement by LEAP and the Merger. LEAP has full power, authority and legal right to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

(c) Charter and Bylaws. LEAP has made available to Life Enhancement accurate and complete copies of (i) LEAP's Articles of Incorporation and Bylaws and (ii) the minutes of all meetings of LEAP's Board of Directors (and all consents in lieu of such meetings). Such minutes and consents accurately reflect all actions taken by LEAP's Board of Directors. LEAP is not in violation of any provision of its Articles of Incorporation or Bylaws.

(d) Liabilities. As of the date of this Agreement, LEAP has no material outstanding or contingent debts, liabilities or obligations, except as otherwise disclosed to Life Enhancement.

(e) Conduct of Business. LEAP has not conducted any business other than activities relating to its incorporation and organization.

(f) Binding Effect; Enforceable Obligation. This Agreement, when duly executed and delivered by each of the parties hereto, will constitute the legal, valid and binding agreement of LEAP and will be enforceable against LEAP in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application relating to the enforcement of creditors' rights and as limited by general equitable principles.

(g) Litigation. There is no action, suit or proceeding pending against, or to the knowledge of LEAP threatened against or affecting LEAP before any court or arbitrator or any governmental body, agency or official which would, if adversely determined, materially and adversely affect the business, financial condition or continued operations of LEAP or the ability of LEAP to perform its obligations under this Agreement, or which in any manner questions the validity of this Agreement.

(h) Governmental Approvals. No authorization, consents, approvals, licenses, filings or registrations by or with any governmental authority or administrative body are required in connection with the execution, delivery or performance by LEAP of this Agreement. LEAP is in compliance with all applicable laws, statutes, rules and regulations issued or promulgated by any governmental authority, the failure to comply with which would materially and adversely affect the financial condition, results of operations or business of LEAP.

(i) Tax Status. LEAP is an organization exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), by virtue of being described in Section 501(c)(3) of the Internal Revenue Code. LEAP has not taken any action, nor does it know of any action that any other person has taken or of the existence of any condition, which would cause LEAP to lose its exemption from federal income tax under Section 501(c)(3) of the Code.

(j) No Diversion of Assets. LEAP has not diverted a substantial part of its assets for a purpose or purposes other than the purpose or purposes for which it is organized and operated.

(k) No Private Inurement. With the exception of the payment of compensation (and the payment or reimbursement of expenses) which is not excessive and is for personal services which are reasonable and necessary to the carrying out of its purposes, no person having a personal or private interest in the activities of LEAP has acquired or received, directly or

indirectly, any income or assets of LEAP, other than as reported to the Internal Revenue Service by LEAP.

(l) No Revocation of Exemption. LEAP has not received any indication or notice whatsoever to the effect that its exemption under Section 501(c)(3) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is in full force and effect.

(m) Tax Returns. LEAP has filed with the Internal Revenue Service all notices, reports and returns required to be filed by LEAP, and such notices, reports and returns have not omitted or misstated any material fact.

(n) Accuracy of Representations and Warranties. No representation or warranty made by LEAP in this Agreement and no statement contained in any writing, certificate or other instrument delivered or to be delivered by LEAP to Life Enhancement pursuant to this Agreement contains or will contain any untrue statement of a material fact or knowingly omits or will knowingly omit to state any material fact necessary in order to make the statements contained herein or therein not misleading.

Section 3.02. Representations and Warranties of Life Enhancement. Life Enhancement hereby represents and warrants as follows:

(a) Corporate Status. Life Enhancement is a nonprofit corporation duly incorporated and organized, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power and governmental licenses and permits to own, lease and operate its properties and to carry on its business as presently conducted. Life Enhancement is duly licensed, qualified or registered and in good standing in each jurisdiction in which the nature of any business conducted or property owned or leased by it makes such licensing, qualification or registration necessary.

(b) Authorization. The Board of Directors of Life Enhancement have approved this Agreement and the transactions contemplated hereby and have authorized the execution and delivery of this Agreement by Life Enhancement and the Merger. Life Enhancement has full power, authority and legal right to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

(c) Charter and Bylaws. Life Enhancement has made available to LEAP accurate and complete copies of (i) the Articles of Organization and By-Laws of Life Enhancement and (ii) the minutes of all meetings of Life Enhancement's Board of Directors (and all consents in lieu of such meetings). Such minutes and consents accurately reflect all actions taken by Life Enhancement's Board of Directors. Life Enhancement is not in violation of any provision of its Articles of Organization or By-Laws.

(d) Liabilities. As of the date of this Agreement, Life Enhancement has no material outstanding or contingent debts, liabilities or obligations, except as otherwise disclosed to LEAP.

(e) No Subsidiaries or Affiliated Organizations. Life Enhancement has no subsidiaries or other affiliated organizations.

(f) Sufficiency and Condition of Properties. The material properties owned, leased, or used by Life Enhancement are in good operating condition and repair, are suitable for the purposes used, and are adequate and sufficient for the normal operation of Life Enhancement's business. All such properties are in Life Enhancement's possession or under its control.

(g) Agreements. Life Enhancement has delivered to LEAP accurate and complete copies of all material agreements to which Life Enhancement is a party or which affect any of Life Enhancement's operations or properties. Each of such agreements, if any, is a valid and binding agreement of the parties thereto enforceable against them in accordance with its terms. No breach or default exists with respect to any of such agreements, and no event has occurred which, after the giving of notice or the passage of time or otherwise, will result in any such breach or default.

(h) Binding Effect; Enforceable Obligation. This Agreement, when duly executed and delivered by each of the parties hereto, will constitute the legal, valid and binding agreement of Life Enhancement and will be enforceable against Life Enhancement in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application relating to the enforcement of creditors' rights and as limited by general equitable principles.

(i) Litigation. There is no action, suit or proceeding pending against, or to the knowledge of Life Enhancement threatened against or affecting Life Enhancement before any court or arbitrator or any governmental body, agency or official which would, if adversely determined, materially and adversely affect the business, financial condition or continued operations of Life Enhancement or the ability of Life Enhancement to perform its obligations under this Agreement.

(j) Governmental Approvals. No authorization, consents, approvals, licenses, filings or registrations by or with any governmental authority or administrative body are required in connection with the execution, delivery or performance by Life Enhancement of this Agreement. Life Enhancement is in compliance with all applicable laws, statutes, rules and regulations issued or promulgated by any governmental authority, the failure to comply with which would materially and adversely affect the financial condition, results of operations or business of Life Enhancement.

(k) Tax Status. Life Enhancement is an organization exempt from federal income tax under Section 501(a) of the Code, by virtue of being described in Section 501(c)(3) of the Code. Life Enhancement has not taken any action, nor does it know of any action that any other person has taken or of the existence of any condition, which would cause Life Enhancement to lose its exemption from federal income tax under Section 501(c)(3) of the Code.

(l) No Diversion of Assets. Life Enhancement has not diverted a substantial part of its assets for a purpose or purposes other than the purpose or purposes for which it is organized or operated.

(m) No Private Inurement. With the exception of the payment of compensation (and the payment or reimbursement of expenses) which is not excessive and is for personal services which are reasonable and necessary to the carrying out of its purposes, no person having a personal or private interest in the activities of Life Enhancement has acquired or received, directly or indirectly, any income or assets of Life Enhancement, other than as reported to the Internal Revenue Service by Life Enhancement.

(n) No Revocation of Exemption. Life Enhancement has not received any indication or notice whatsoever to the effect that its exemption under Section 501(c)(3) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is in full force and effect.

(o) Tax Returns. Life Enhancement has filed with the Internal Revenue Service all notices, reports and returns required to be filed by Life Enhancement, and such notices, reports and returns have not omitted or misstated any material fact.

(p) Accuracy of Representations and Warranties. No representation or warranty made by Life Enhancement in this Agreement and no statement contained in any writing, certificate or other instrument delivered or to be delivered by Life Enhancement to LEAP pursuant to this Agreement contains or will contain any untrue statement of a material fact or knowingly omits or will knowingly omit to state any material fact necessary in order to make the statements contained herein or therein not misleading.

ARTICLE IV

CONDITIONS

Section 4.01. Condition to Obligations of Both Parties. The obligations of Life Enhancement and LEAP to consummate the Merger are subject to the satisfaction of the condition that no action, suit or other proceeding shall have been instituted by any governmental authority or any other person or threatened by any governmental authority to restrain or prohibit the Merger, or attacking the validity of the Merger, or seeking to collect damages or other relief in connection with this Agreement, which in the opinion of the Board of Directors of Life Enhancement or the Board of Directors of LEAP makes it inadvisable to consummate the Merger.

Section 4.02. Condition to Obligation of Life Enhancement. The obligation of Life Enhancement to consummate the Merger is subject to the satisfaction of the condition that the representations and warranties of LEAP set forth in Section 3.01 hereof shall be true and correct in all material respects at and as of the Effective Date, with the same force and effect as though made on and as of the Effective Date.

Section 4.03. Condition to Obligation of LEAP. The obligation of LEAP to consummate the Merger is subject to the satisfaction of the condition that the representations and warranties of Life Enhancement set forth in Section 3.02 hereof shall be true and correct in all material respects at and as of the Effective Date, with the same force and effect as though made on and as of the Effective Date.

ARTICLE V

EFFECTIVE DATE AND CERTIFICATE OF MERGER

Section 5.01. Time and Place of Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the close of business on the Effective Date.

Section 5.02. Actions to be Taken in Connection with the Closing. The following events shall occur in connection with the Closing, in the order set forth below:

(a) The parties shall cause to be delivered all items provided for herein to be delivered at the Closing and shall perform or satisfy any covenant or condition contained herein which is required to be performed or satisfied on or prior to the Effective Date.

(b) Life Enhancement and LEAP shall cause their respective appropriate officers to execute, verify and cause to be duly filed in the office of the Secretary of State of Texas and in the office of the Secretary of State of Florida appropriate Articles of Merger.

Section 5.03. Effective Date. The Merger shall be effective as of the close of business on the date that the Articles of Merger described in Section 5.02(b) of this Agreement are filed with the Secretary of State of Texas or the Secretary of State of Florida, whichever filing occurs later.

ARTICLE VI

TERMINATION

Section 6.01. Termination by Action of Parties. This Agreement may be terminated in any of the following ways at any time prior to the filing with the Secretary of State of Texas and the Secretary of State of Florida the Articles of Merger referred to in Section 5.02(b) of this Agreement:

(a) by written agreement of Life Enhancement and LEAP; or

(b) by Life Enhancement or LEAP, if in the reasonable judgment of such party the Merger has become inadvisable or impracticable by reason of the institution by any governmental authority or any other person, or the threat by any governmental authority, of any litigation or other proceedings to restrain or prohibit the consummation of the Merger.

Section 6.02. Authority and Notice. An election by either party hereto to terminate this Agreement pursuant to Section 6.01 hereof shall not be valid for purposes of this Agreement unless authorized by such party's Board of Directors or a duly authorized committee thereof. A party electing to terminate this Agreement pursuant to paragraph (b) of Section 6.01 hereof shall give prompt written notice of such election to the other party, together with evidence of the required authorization for such election.

Section 6.03. Effect of Termination. In the event this Agreement is terminated pursuant to the provisions of this Article VI, this Agreement shall become wholly void and of no effect, and there shall

be no liability on the part of either party hereto or its Board of Directors or members; provided, however, that no party wrongfully terminating this Agreement or willfully and in bad faith causing or allowing a condition to exist which results in a termination of this Agreement pursuant to this Article VI shall be relieved of any liability therefor by reason of the provisions of this Section 6.03.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof.

Section 7.02. Termination of Representations, Warranties, and Covenants. All representations, warranties, covenants and agreements contained in this Agreement shall be extinguished by and shall not survive the Merger; provided, however, that nothing contained in this Section 7.02 shall release either party hereto from any liability which it may have for breach of any covenant or agreement herein made by such party or for any willful misstatement contained in any representation or warranty herein made by such party.

Section 7.03. Amendments, Waivers and Consents. At any time prior to the filing of the Articles of Merger referred to in Section 5.02 hereof with the Secretary of State of Texas and the Secretary of State of Florida, the parties may, by written agreement approved by their respective Boards of Directors or a duly authorized committee thereof, amend any provision of this Agreement. A party hereto may, by action of its Board of Directors or a duly authorized committee thereof, or by action of any of its representatives pursuant to authority granted by its Board of Directors or such committee, grant any consents or waive any rights to which it is entitled under this Agreement; provided, however, that no such consent or waiver shall be effective unless it is in writing and signed by the party giving the same.

Section 7.04. Instruments of Transfer. From time to time, as and when requested by the Surviving Corporation or its successors and assigns, the Surviving Corporation, as the successor to Life Enhancement, may, in the name of and as the act of Life Enhancement, execute and deliver, or cause to be executed and delivered, all such instruments of transfer, and shall take, or cause to be taken, all such further and other actions as the Surviving Corporation or its successors or assigns may deem necessary or advisable in order to vest in and confirm to the Surviving Corporation and its successors and assigns title to and possession of all the property, rights, privileges, powers and franchises owned or held by Life Enhancement at the Effective Date, or to otherwise carry out the intent and purposes of this Agreement.

Section 7.05. Notices. Any notice or communication given pursuant to this Agreement shall be in writing and shall be deemed effective when received by letter or confirmed telecopy at the respective addresses of the parties set forth below:

(a) If to LEAP:

LEAP FOUNDATION
6300 Harry Hines Blvd.,
Suite 600
Dallas, Texas 75235
Attention: P. Craig Hobar, M.D.

(b) If to Life Enhancement:

Life Enhancement Association
For People, Inc.
2928 Wallcraft Ave.
Tampa, FL 33611
Attention: George D. Hobar

Section 7.06. No Assignment. Neither party hereto may assign this Agreement to any other party.

Section 7.07. Governing Law. This Agreement and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas.

Section 7.08. No Waiver by Inaction. No consent to, or waiver of, any breach or default in the performance of any covenant, obligation or responsibility under this Agreement shall constitute a consent to, or waiver of, any other breach or default in the performance of the same or any other covenant, obligation or responsibility under this Agreement.

Section 7.09. Headings. The headings of the various articles, sections and paragraphs of this Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish or otherwise change the express provisions hereof.

Section 7.10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized officer in one or more counterparts, each of which shall constitute an original and all of which shall constitute but one and the same document, on the date or dates set forth below.

Life Enhancement Association
For People, Inc. ("Life Enhancement")

By: Mary Breen
Mary Breen, President

Date: January, 2000
March 10

LEAP Foundation ("LEAP")

By: P. Craig Hobar
P. Craig Hobar, M.D., President

Date: January, 2000
Feb 6, 2000

08950 00001 Dallas 761966.1