

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

P01000018433

National Health Services

5.00005637495--7
-05/29/02-01038-017
*****52.50 *****52.50

- Art of Inc. File
- LTD Partnership File
- Foreign Corp. File
- L.C. File
- Fictitious Name File
- Trade/Service Mark
- Merger File
- Art. of Amend. File
- RA Resignation
- Dissolution / Withdrawal
- Annual Report / Reinstatement
- Cert. Copy
- Photo Copy
- Certificate of Good Standing
- Certificate of Status
- Certificate of Fictitious Name
- Corp Record Search
- Officer Search
- Fictitious Search
- Fictitious Owner Search
- Vehicle Search
- Driving Record
- UCC 1 or 3 File
- UCC 11 Search
- UCC 11 Retrieval
- Courier

RECEIVED

02 MAY 29 AM 11:04

FILED

02 MAY 29 PM 2:42

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*Amend
T. Lewis 5/29/02*

Signature

Requested by: *LW* 5/29
Name Date Time

Walk-In _____ Will Pick Up _____

**Articles Of Amendment
To
Articles Of Incorporation
Of**

FILED
02 MAY 29 PM 12:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

National Health Services INC.

Pursuant to the provisions of section 607,1006, Florida statutes, This Florida Profit Corporation adopts the following articles of amendment to its articles of corporation:

First: Amendments adopted:

Article I Name: No change from original amendment dated December 18, 2001

National Health Services Inc.

Article II Principale Office:

The new principle place of doing Business as of May 23, 2002 pursuant to judgment order Case # 02-2819 CACE In the circuit Court Of The Seventh Judicial Circuit In For Broward County, Florida.

**1730 S Federal Hwy #123
Delray Beach, FL 33483**

Article III Purpose:

The purpose for which the corporation is organized is: **Medical Administration**

Article IV Shares:

Numbers of shares of stock is:

100 SHARES

Article V Officers and Directors:

I. History Of Stock Transfer's and Officers:

1) The original Articles Of Incorporation Filed on February 15, 2001 by Dr. Carlo Amato as sole owner of National Health Services retained 100% of all outstanding stock shares (number of stock shares 100). Dr. Amato was named President and sole officer of the corporation.

2) On October 4, 2001 Dr. Amato entered a stock exchange agreement with Lawrence Boudreaux the owner and Director of Specialty Care Medical Center. The contract called for an exchange of stocks that would distribute stocks (75 shares) to Lawrence Boudreaux and (25 shares) to Dr. Carlo Amato. (Copy of Contracted dated October 4, 2001 attached)

3) An Amendment to the Articles Of Incorporation was filed on December 18, 2001 naming Lawrence Boudreaux as President and Dr. Amato as Vice President. (Copy Attached)

4) The contract dated October, while providing a stock exchange, also provided a "Right Of Recession" (section 23, page 5) reverting all outstanding shares of National Health Services. (Copy of agreement attached)

"Rights Of Recession: Either shareholder, Larry Boudreaux or Carlo Amato wishes to terminate this agreement after (60) days of contract, but no more than ninety (90) days, he may do so by providing five (5) days notice to either part in writing. At that time if a request has been made by Carlo Amato or Larry Boudreaux or the agents thereof all shares shall be reverted back to the original owners. Larry Boudreaux will further be obligated to reimburse Carlo Amato the \$100,00.00 (one hundred thousand dollars) originally paid on October 10th. to Larry Boudreaux. Payment is to be made within 60 days of the notice to cancel this agreement. Account receivables will be audited by both parties. Approved payments will be made for all expenses incurred and remaining profits will be dispersed according to percentage of shares."

5) On January 1, 2002 notice was provided pursuant to agreement. Lawrence Boudreaux failed to returned outstanding stocks. Suit was filed on February 4, 2002 in Superior Court In Broward County, Florida.

Case # 02-2819 CACE In the circuit Court Of The Seventh Judicial Circuit In For Broward County, Florida.

6) Final Judgment was signed by the Honorable Pattie Englander Henning, Circuit Judge on May 23, 2002. (Copy Of Judgment Attached) Judgment allows all stocks to be reverted back to Dr. Carlo Amato.

II. Officers and Directors:

Names and address:

President
Dr. Carlo Amato
1730 S Federal Hwy
#123
Delray Beach, FL 33483

Article VI Registered Agent: No Change
The name and Florida Street address of Registered agent is:

Mario M. Amato
1730 S Federal Hwy #123
Delray Beach, FL 33483

Article VI Registered Agent: (Continued)

The registered agent affirmed his obligation on December 17, 2001.

Article VII Incorporator:

The name and address of the Incorporator is:

Carlo Amato
1730 S Federal Hwy #123
Delray Beach, Fl 33483

SECOND: Exchange, reclassification of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows:

Issue Of Shares:

100 SHARES: Carlo Amato
1730 S Federal Hwy #123
Delray Beach, FL 33483

THIRD: The date of each amendment's adoption: May 23, 2002

FOURTH: Attachments to this Articles Of Amendment To Articles Of Incorporation Of National Health Services to be filed with Articles Of Amendment dated May 23, 2002.

- 1) Copy of original Articles Of Incorporation Dated February 15, 2001
- 2) Copy of Agreement Dated October 10th 2001
- 3) Copy of Articles Of Amendment To Articles Of Incorporation Of National Health Services Filed December 18, 2001
- 4) Copy of Notice Of Recession dated December 27, 2001
- 5) Copy of Notice of recession Dated January 10, 2002 from Michael Schiffrin Esq.
- 6) Copy of Civil Compliant Filed: Case # **02-2819 CACE** *In the circuit Court Of The Seventh Judicial Circuit In For Broward County, Florida* by Michael Schiffrin Esq. dated February 4, 2002
- 7) Copy of Default Judgment Case # **02-2819 CACE** *In the circuit Court Of The Seventh Judicial Circuit In For Broward County, Florida*

FIFTH: Adoption of Amendments:

The shareholders approved the amendments. The number of votes cast for the amendments were sufficient for approval.

Signed this Friday May 24, 2002

Signature: 

Dr. Carlo Amato
President and Sole Share Holder

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

The name of the corporation shall be: National Health Services Inc.

ARTICLE II PRINCIPAL OFFICE

The principal place of business/mailling address is: 3049 Cleveland Avenue # 102
Fort Myers, FL 33901

ARTICLE III PURPOSE

The purpose for which the corporation is organized is: Medical Center

ARTICLE IV SHARES

The number of shares of stock is: 100

ARTICLE V INITIAL OFFICERS/DIRECTORS (optional)

The name(s) and address(es): President
Carlo E. Amato
3840 West Hillsboro Blvd. #228
Deerfield Beach, FL 33442


ARTICLE VI REGISTERED AGENT

The name and Florida street address of the registered agent is: Carlo E. Amato
3049 Cleveland Avenue # 102
Fort Myers, FL 33901

ARTICLE VII INCORPORATOR

The name and address of the Incorporator is: President
Carlo E. Amato
3840 West Hillsboro Blvd. #228
Deerfield Beach, FL 33442


Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity



Signature/Registered Agent

02/15/01

Date



Signature/Incorporator

02/15/01

Date

**Articles Of Amendment
To
Articles Of Incorporation
Of
National Health Services**

FILED
2001 DEC 18 PM 1:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607,1006, Florida statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendments adopted: (article numbers being amended, added or deleted)

Article I NAME :

The name of the corporation shall be: National Health Services Inc

ARTICLE II PRINCIPLE OFFICE :

The principle place of business/ mailing address is: 1313 36th. Street NW
Suite # 100A
Miami, Florida 33124

ARTICLE III PURPOSE:

The purpose for which the corporation is organized is: Medical Center

ARTICLE IV SHARES:

The Number of shares of stock is: 100

ARTICLE V OFFICERS/DIRECTORS:

The Names and address:

President
Lawrence Boudreaux
1400 NW 99th. Ave.
Plantation, Fl 33328

Vice President
Carlo Amato
1730 S. Federal Hwy #123
Del Ray Beach, Fl 33483

ARTICLE VI REGISTERED AGENT:

The Name and Florida Street and address of Registered agent is:

Mario M. Amato
3840 West Hillsboro Blvd.
#228
Deerfield Beach, Fl 33442

ARTICLE VI REGISTERED AGENT: (Continued)

The new registered agent affirms by signing that he is accepting the appointment and states that he is familiar with the obligations of the position.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



Mario M. Amato

ARTICLE VII INCORPORATOR

The name and address of the Incorporator is:

Carlo Amato
1730 S. Federal Hwy. #123
Del Ray Beach, FL 33483

SECOND: Exchange, reclassification of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows:

Issue Of Shares:

75 SHARES	Lawrence Boudreaux 1400 NW 99 th . Ave. Plantation, Fl 33328
25 Shares	Carlo Amato 1730 S. Federal Hwy. #123 Del Ray Beach, Fl 33483

THIRD: The date of each amendment's adoption: December 17, 2001

FOURTH: Adoption of Amendments:

The shareholders approved the amendments. The number of votes cast for the amendments were sufficient for approval.

Signed this Monday December 17th, 2001

Signature: _____

Carlo Amato D.C.
Vice President (Former President)

THIS AGREEMENT ("Agreement") entered into as of October 2001, by and among Carlo Amato and Larry Boudreaux, the shareholders of the Corporation who becomes parties hereto executing and delivering a copy hereof to the Corporation (hereinafter individually called "Shareholder" and collectively "Shareholders"). The corporation and Shareholders agree as hereinafter set forth:

RECITALS

The Corporation has been organized for the purpose of providing and arranging for the provision of health care services.

The Shareholders have agreed in principle to certain management concepts and restrictions on the Shareholders they want to bind the Corporations and the Shareholders.

1. **RESTRICTIONS ON DISPOSITION.** Each shareholder agrees that he will not sell, assign, transfer, pledge or otherwise dispose of or encumber by sale, gift, or otherwise, other than will to beneficiary (as outlined in clause 7) any shares of the Corporations ("Shares"), for a period of five (5) years from the date of this Agreement, except in accordance wit this Agreement, and any propertied transfer that is prohibited by this Agreement shall be void and ineffective.

2. **DISTRIBUTION OF SHARES.**

A. During the term hereof, notwithstanding any provisions of the Corporations's By-laws, Dr. Carlo Amato, shall be the initial Director of National Health Services, Inc. Until otherwise agreed to in writing by all other Shareholders the officers of the Corporation shall be as follows:

President:	Dr. Carlo Amato
Vice President:	Larry Boudreaux

B. During the term hereof, notwithstanding any provisions of the Corporations's By-laws, Larry Boudreaux, shall be the initial Director of Specialty Medical Care Centers of South Florida, Inc. Until otherwise agreed to in writing by all other Shareholders the officers of the Corporation shall be as follows:

President:	Larry Boudreaux
Vice President:	Dr. Carlo Amato

3. **DISTRIBUTION OF SHARES.** The Shares of National Health Services, Inc. and Specialty Medical Care Centers of South Florida, Inc. shall be distributed as follows:

3.1 During the initial term of this Agreement the shares of National Health Services, Inc. will be distributed as follows:

Carlo Amato	25%
Larry Boudreaux	75%

3.2 During the initial term of this Agreement the shares of Specialty Medical Care Centers of South Florida Inc. will be distributed as follows:

Larry Boudreaux	75%
Carlo Amato	25%

4. **VOTING REQUIREMENTS.** Common consent of shareholders shall be necessary for approval of the following Corporate actions.

4.1 amendment of the Corporations charter and by-laws:

1.1. issuance of additional Corporation stock:

1.2. merger consolidation or share exchange:

1.3. any change in the title, duties, salary or other compensation of an executive officer, including the removal of such officer as an employee:

1.4. issuance of dividends and other distributions on the stock of the Corporation, except as may be otherwise provided in this Agreement:

1.5. dissolution of the Corporation, except as may be otherwise provided in this Agreement;

1.6. change in Corporation's office location, accountants, banks and legal counsel:

1.7. hiring of additional personnel, employment termination of existing staff:

1.8. change in the Corporation's "S" status, for federal income tax per purposes, or as its method of accounting:

1.9. any change in the Corporation's standard operating procedure, ethics or manner of doing business:

1.10. reimbursement to Shareholder-employee of travel and entertainment expenses in excess of \$200.00 per month and any deviation from the Corporation's standard policies regarding out-of-town travel, meals, entertainment and lodging expenses.

5. **RIGHT OF FIRST REFUSAL.** If a shareholder wished to sell or transfer for value any Shares to a bona fide prospective purchaser (prospective purchaser must be of sound and moral character, and must be approved by both (Shareholders) hereof, the Shareholder shall first offer in writing such shares for sale to the Corporations in accordance with this paragraph. Any such offer shall identify the prospective purchaser, shall specify the price offered by the prospective purchaser. The Corporations shall have a period of thirty (30) days after receipt of the offer within which to accept it, in whole, but not in part. If the Corporations accept the offer within the thirty-(30) day period, it shall purchase and pay for the shares within ten (10) days after the thirty (30) day period. If the corporations elect not to exercise their right of first refusal, the shareholder may sell the shares within a period of thirty (30) days thereafter, but only to the prospective purchaser and only at a price no lower than stated in the offer delivered to the Shareholder to the Corporation, provided such prospective purchaser delivers to the Corporation a written statement confirming that he is bound as a Shareholder under this Agreement. If a sale to the prospective purchaser is not consummated within the thirty- (30) day period, the right of first refusal under this paragraph shall be reinstated.

6. **DEATH OF A SHAREHOLDER.** In the case of the death of a Shareholder, if the distribution of Shares from the estate of such deceased Shareholder, whether in accordance with the will of the deceased Shareholder, or by operation of law, the shares will be given to the beneficiary of the deceased officer. The beneficiary will have the right to retain or to sell the shares at a proposed price per share equal to the fair market value thereof, as determined in the sole opinion of qualified appraiser selected by the Board of Directors of the Corporation. If the beneficiary exercises the right to sell, such sale will be made under the terms and conditions of section 4 of this Agreement.

7. **REDEMPTION OF SHARES.**

7.1 Redemption by the Corporation. Upon the occurrence of any one or more of the following events with respect to Carlo Amato and Larry Boudreaux (the "Redeemed Shareholder") the Corporations shall have the right (but not the obligation) to purchase such

Redeemed Shareholders shares, by giving written notice within the sixty (60) days after receiving actual notice of the occurrence of any such event, or if it elects to purchase all (but not less than all) of such Shares (and upon such election, the Redeemed Shareholder shall be obligated to sell such shares):

- a) The commission by that Shareholder of any act in breach of this Agreement

The Corporations shall give the Redeemed Shareholder or his/her estate or personal representative written notice of its election to redeem the shares of the Redeemed Shareholder within the sixty (60) days after the occurrence of any one of the foregoing events, or within sixty (60) days after the Corporations receive actual notice of the occurrence of any one of such events, whichever is later. The redemption of the Redeemed Shareholder's shares by the Corporation shall be closed in accordance with section 7.2 hereof.

7.2 Closing of Redemption. The consummation of the redemption of a Redeemed Shareholder (the "Redemption") shall take place at the principal office of the Corporation at 10:00 A.M., or such other place and time, on a date specified by the corporation in the notice given to the redeemed Shareholder (or his/her successor, legal representative or estate make the election to redeem the shares. Redemption, pursuant to section 7.1 of this agreement, shall be within thirty (30) days after the Redeemed Shareholder (or his/her successor, legal representative or estate) receives notice of the Corporation's election to redeem his interest pursuant to Section

7.1. The redemption price shall be equal to the fair market value of the said Shareholder's shares. For the purposes of this section, the fair market value of the shares shall be equal to twice the amount the Redeemed Shareholder received as a dividend payments from the corporation during the preceding fiscal year (the "Redemption Price"). The Corporation may elect to pay the Redemption price in cash or by promissory note, or in any compensation thereof. Any promissory note shall be dated as the effective date of the Redemption, shall mature in not more than two (2) years, shall be payable in equal installments that come due not less frequently than quarterly, and shall bear no interest.

8. **LEGEND OF STOCK CERTIFICATE.** Each certificate representing shares now or hereafter held by the Shareholder shall be stamped with a legend in substantially the following form:

"This Stock Certificate is held subject to the terms of a Shareholders agreement dated this 10th day of October, 2001 by and among the Corporation and its shareholders, a copy of which is on file at the office of the Corporation and will be furnished to shareholder upon the request."

9. **TERMINATION:** this Agreement may be terminated upon the written consent of shareholders and shall also terminate upon the happening of any of the following events:

- 9.1 Upon the acquisition of ownership in any manner by any one person or entity whether or not a party hereto of all the shares;
- 9.2 Upon a judicial termination that the corporation is bankrupt, or upon the appointment of a receiver for the Corporation's assets by any court having jurisdiction, or upon the assignment by the Corporation of its assets for the benefits of its creditors;
- 9.3 Upon the written election of the Corporation and all other shareholders by Carlo Amato and Larry Boudreaux, for cause. For the purposes of this section 9.2 "cause" shall mean (1) material breach of this Agreement which goes uncured for thirth (30) days following written notice of such breach; or the failure of the Corporation produce annual net income for two (2) sccessive calenday years.

10. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and informed in accordance with the laws of the State of Florida. Venue or any modification, arbitration and/or litigation between any of the shareholders and/or the shareholders and/or the Corporation with respect to the terms and conditions herein shall lie in Broward County, Florida.
11. **AMENDMENT.** No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Shareholders.
12. **REVOCAION OF PRIOR AGREEMENTS.** Any and all prior agreements relation to the subject matter contained herein are hereby revoked insofar as they pertain to that particular matter. The provisions of this Agreement; control over any provisions to the contrary set forth in the Articles or Incorporation or in the By-laws of the Corporation and, to the extent permitted by the law, this Agreement shall control over any provisions to the contrary contained in the Florida Statutes.
13. **WAIVER.** The waiver by any party to this Agreement of the violation or breach of any provision hereof by and other party shall not constitute a waiver of any or subsequent violation or breach of any provision of this Agreement.
14. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and permitted assigns to execute any instruments or to perform all acts which may be necessary or proper to carry out the purposes of this agreement.
15. **NOTICES.** Any notice to a shareholder pursuant to the Agreement shall be given personally to by prepaid first class mail, addressed to him at his address as shown on the records at the Corporations and notice to the Corporations shall be given to it in the same way addressed to it at 1313 NW 36th Street, Suit 502m, Miami, FL, 33142.
16. **SPECIFIC PERFORMANDES.** The parties hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto or to the legal representative of a deceased Shareholder by reason of failure to perform any of the obligations under this Agreement. Therefore, if any party hereto, or any representative of a deceased Shareholder, shall instate any action or proceeding to enforce the provisions hereof the defendant or defendants against which such action is brought hereby waives the claim or defense therein that such party or such legal representative has an adequate remedy at law.
17. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties, and no amendment, modification or waiver of any provision shall be effectiveness in writing, executed by the parties hereto.
18. **COUNTERPARTS.** This Agreement can be executed in several counterparts, each of which will be deemed an original and such counterparts taken together shall constitute one and the same instrument.
19. **HEADINGS.** The headings in this Agreement are intended only for convenience and reference and shall be given no effect in the construction or interpretation of this Agreement.

20. **ATTORNEY'S FEES.** In any suit or proceeding arising in connection with this Agreement, the prevailing party shall have the right to receive an award of reasonable attorney fees, including post-judgment collection costs incurred by him/her or in it with connection therewith.
21. **AGREEMENTS BY CORPORATION.** The corporation agrees itself, its successors and assigns: (A) insofar as it is proper and required, the Corporation consents to this Agreement; and (b) the Corporation shall not transfer or issue and of its capitol stock in violation of this Agreement or without requiring proof of compliance with this Agreement.
22. **STOCK SHARES EXCHANGE.** A stock Shares exchange will occur between principle owners of National Health Services, Inc. and Specialty Medical Care Centers of South Florida, Inc. Larry Boudreaux as sole Shareholder of Specialty Medical Care Centers of South Florida, Inc., certifies that Shares un-encumbered at the time of this contract will transfer 25% of the shares of Specialty Medical Care Centers of South Florida, Inc. to Carlo Amato. Carlo Amato, holding the entire shares of National Health Services, Inc., will transfer 75% of the shares of National Health Services, Inc. to Larry Boudreaux. Carlo Amato has provided further consideration by making payments on October 10, 2001 in the amount of \$100,000.00 (one hundred thousand dollars) as full and final payment for exchange of Shares to be completed.
23. **RIGHTS OF RESCISSION.** Either shareholder, Larry Boudreaux or Carlo Amato wishes to terminate this Agreement after sixty- (60) days of contract , but no more than ninety (90) days, he may do so by providing five (5) days notice to either part in writing. At that time if a request has been made by Carlo Amato or Larry Boudreaux or the agents thereof all shares shall be reverted back to the original owners. Larry Boudreaux will further be obligated to reimburse Carlo Amato the \$100,000.00 (one hundred thousand dollars) originally paid o October 10th to Larry Boudreaux. Payment is to be made within ten (10) days of the notice to cancel this Agreement. Account receivables will be audited by both parties. Approved payments will be made for all expenses incurred and remaining profits will be dispersed according to percentage of shares held.
24. **LIABILITIES.** All liabilities incurred prior to this contract date of either company shall remain the responsibility of the original owners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CARLO AMATO
On behalf of National Health Services, Inc.

Signature

Carlo Amato
Print Name

Witness

10/4/01
Date

LARRY BOUDREAUX
On behalf of Specialty Medical Care
Centers Of South Florida, Inc.

Signature

Larry Boudreaux
Print Name

Witness

10/4/01
Date

[Handwritten initials]
60 DAYS

CARLO AMATO D.C.

December 27, 2001

Lawrence and Debbie Boudreaux
1313 36th. St. NW
Suite #100A and 502
Miami, FL 33124

2801 Lake Vista Circle
Davie, FL 33328

RE : Section 22 Contract date 10/04/01

Dear Larry and Debbie,

After much consideration I have chosen to exercise my "*Rights of Recision*" under section #22 of our contract dated October 4, 2001.

Please contact me so that we make mutually acceptable arrangements to start payments of the original \$100,000 within the next 60 days pursuant to the conditions of the contract. Furthermore please take steps to make arrangements so that an accounting audit can proceed.

Please consider this letter as notice as required in our contract.

Thank you for this opportunity to work with you but due to irreconcilable differences in business practices I must exercise my right to terminate this agreement pursuant to section #22 of our contract. I will keep my work schedule so that we may have a smooth transition period.

I hope that we can resolve this in an expedient and professional manner.

Sincerely,

Carlo Amato

1730 S FEDERAL HWY # 123 • DEL RAY, FL • 33483
PHONE: 561274-4134

EXHIBIT B

LAW OFFICES OF
MICHAEL SCHIFFRIN & ASSOCIATES, P.A.

TWO DATRAN CENTER - SUITE 1109
9130 SOUTH DADELAND BOULEVARD
MIAMI, FLORIDA 33156

TELEPHONE: (305) 539-0000
TELECOPIER: (305) 539-0013
E-MAIL: schiffraw@aol.com

ASSOCIATED OFFICE:
BKELNEK Y ASOCIADOS, S.C.
RIO DANUBIO No. 69 - 60 PISO
COLONIA CUAUHTEMOC, C.P. 06800
MEXICO, D.F. (MEXICO CITY)
TELEPHONE: 011-525-511-11-65
TELECOPIER: 011-525-533-50-74

January 10, 2002

Lawrence Boudreaux
2801 Lake Vista Circle
Davie, Florida 33328

and

Specialty Medical Care Centers of South Florida, Inc.
1313 Northwest 36th Street
Suites 502 and 100A
Miami, Florida 33124

Re: Notice of Rescission by Carlo Amato of Agreement dated 12/27/01
between Carlo Amato and Lawrence Boudreaux

Dear Mr. Boudreaux:

Please note that I have been retained by Dr. Carlo Amato in order to represent his interests with respect to the Rescission Notice provided to you by him on December 27, 2001, and sent pursuant to Paragraph 23 of that certain Agreement between you and Dr. Amato, the effective date of which was October 10, 2001.

As I understand the provisions of Paragraph 23, you are required to pay to my client the sum of \$100,000.00 on or before 60 days of the Notice of Rescission, to wit: February 25, 2002. Additionally, all shares are to revert to their original owners - which means the 75% ownership you maintain in National Health Services, Inc. is to be redistributed to Dr. Amato and the 25% interest that Dr. Amato maintains in Specialty Medical Care Centers of South Florida, Inc., are to be redistributed to you. Accordingly, in that regard, I herewith enclose a Stock Power for you to sign and return to me within ten (10) days of the date of this letter, thus reassigning your interests in National Health Services, Inc. as required by the Agreement, along with a Resignation of your position as Vice-President of that entity.

Upon receipt from you of the executed Stock Power and Resignation, I will hold them in escrow pending payment from you of the \$100,000.00 referenced above, and will simultaneously deliver to you my client's Stock Power executed in your favor with respect to the reassignment of his interest in Specialty Medical Centers of South Florida, Inc. along with his required Resignation as a Vice-President thereof. For your reference, I also enclose copies of the Stock Power and Resignation to be signed by my client in that regard.

EXIST C

Lawrence Boudreaux and
Specialty Medical Care Centers of South Florida, Inc.

Re: Notice of Rescission by Carlo Amato of Agreement dated 12/27/01
between Carlo Amato and Lawrence Boudreaux

January 10, 2002
Page -2-

Lastly, my client would like to audit the accounts receivables so that approved payments will be made for all expenses incurred and so that any remaining profits may be disbursed accordingly to the shares each of you hold in the respective companies. I would appreciate it if you would advise me within five (5) days of the date of this letter when my client can perform such an audit.

In any event, if I do not receive the executed documents are required; or if I am not duly advised of a date for the audit within the allotted time, I will assume that you intend to refuse to comply with the provisions of Paragraph 23 and I will thereupon proceed in order to protect my client's interests.

Please govern yourself accordingly.

Very truly yours,


MICHAEL SCHIFFRIN & ASSOCIATES, P.A.

MICHAEL SCHIFFRIN, ESQ.

MS/me
Encl.
cc:

Dr. Carlo Amato

LAW OFFICES OF
MICHAEL SCHIFFRIN & ASSOCIATES, P.A.

TWO DATRAM CENTER - SUITE 1109
9130 SOUTH DADELAND BOULEVARD
MIAMI, FLORIDA 33156

TELEPHONE: (305) 539-0000
TELECOPIER: (305) 539-0013
E-MAIL: schiffmlaw@aol.com

February 4, 2002

ASSOCIATED OFFICE:

B'KELNEK Y ASOCIADOS, S.C.
Rio Danubio No. 69 - 5º piso
COLONIA CUAUHTENOC, C.P. 06800
MEXICO, D.F. (MEXICO CITY)
TELEPHONE: 011-525-811-11-63
TELECOPIER: 011-525-833-50-74

Lawrence Boudreaux
2801 Lake Vista Circle
Davie, Florida 33328

and

c/o Specialty Medical Care Centers of South Florida, Inc.
1313 Northwest 36th Street
Suites 502 and 100A
Miami, Florida 33124

Re: Notice of Rescission by Carlo Amato of Agreement dated 12/27/01
between Carlo Amato and Lawrence Boudreaux

Dear Mr. Boudreaux:

On January 10, 2002, I wrote to you with respect to the Notice of Rescission provided to you by my client, Carlo Amato on December 27, 2001. Enclosed with my January 10, 2002 letter were the necessary forms which were required to be signed by you in order to effectuate the provisions of the Notice of Rescission. I also provided copies of the forms which I prepared for my client's execution to eventually be exchanged with those forms which required your signature. The forms themselves are quite simple and should not require anything by way of comment or modification and thus, I do not understand why to date you have not responded to this most perfunctory of tasks.

I can only presume that you do not intend to comply with the provisions of the Agreement between you and my client dated October 2001 (signed October 4th) and I shall so advise my client. I expect that I will then be instructed to proceed with a law suit for anticipatory breach of contract against you and, in my opinion it would be foolish for you to provoke such action. Not only will such suit be cost ineffective, but could in fact result quite expensive.

Accordingly, if you wish to avoid such otherwise unnecessary expenses, I would strongly suggest that you contact me immediately so that we can conclude this matter without further problems.

Very truly yours,

MICHAEL SCHIFFRIN & ASSOCIATES, P.A.

MICHAEL SCHIFFRIN, ESQ.

MS/lne
Encl.
cc:

Dr. Carlo Amato

Civil Cover Sheet

The civil cover sheet and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of the Court for the purpose of reporting judicial workload data pursuant to Florida Statute 25.076. (See instructions on the reverse of the form.)

I. CASE STYLE

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CARLO AMATO, : CASE: _____
Plaintiff, : JUDGE: _____
vs. :
LAWRENCE BOUDREAUX a/k/a :
LARRY BOUDREAUX, : **CIVIL COVER SHEET**
Defendant. :

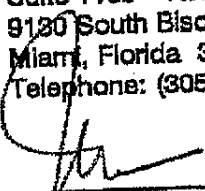
II. TYPE OF CASE - (Place an X in one box only. If the case fits more than one type of case, select the most definitive.)

DOMESTIC RELATIONS	TORTS	OTHER CIVIL
<input type="checkbox"/> Simplified dissolution <input type="checkbox"/> Dissolution <input type="checkbox"/> Support - IV-D <input type="checkbox"/> Support - Non IV-D <input type="checkbox"/> URESA - IV-D <input type="checkbox"/> URESA - Non IV-D <input type="checkbox"/> Other domestic relations	<input type="checkbox"/> Professional Malpractice <input type="checkbox"/> Products liability <input type="checkbox"/> Auto negligence <input type="checkbox"/> Other negligence	<input checked="" type="checkbox"/> Contracts <input type="checkbox"/> Condominium <input type="checkbox"/> Real property / Mtge. foreclosure <input type="checkbox"/> Eminent domain <input type="checkbox"/> Other

III. IS JURY TRIAL DEMANDED IN COMPLAINT? Yes No

Date: February 5, 2002.

MICHAEL SCHIFFRIN & ASSOCIATES, P.A.
Attorneys for Plaintiff
Suite 1109 - Two Datan Center
9130 South Biscayne Boulevard
Miami, Florida 33156
Telephone: (305) 539-0000

By:  _____
MICHAEL SCHIFFRIN, ESQ.

3055390013 FEB 04 2002 6:08PM MICHAELSCHIFFRIN

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO.

CARLO AMATO, :

Plaintiff, :

vs. :

S U M M O N S

LAWRENCE BOUDREAU a/k/a :

LARRY BOUDREAU, :

Defendant. :

TO EACH SHERIFF OR PROCESS SERVER / THE STATE OF FLORIDA:

YOU ARE COMMANDED to serve this Summons and a copy of the Complaint or petition
in this action on the Defendant(s):

Lawrence Boudreaux a/k/a Larry Boudreaux

2801 Lake Vista Circle
Davie, Florida 33328

or

Specialty Medical Care Centers of S. Fla.
1313 Northwest 36th Street
Suites 502 and 100A
Miami, Florida 33124

Each Defendant is hereby required to serve written defenses to the Complaint or petition on
Plaintiff's attorneys:

MICHAEL SCHIFFRIN & ASSOCIATES, P.A.
Suite 1109 - Two Datan Center
9130 South Dadeland Boulevard
Miami, Florida 33156

within twenty (20) days after service of this Summons upon that Defendant, exclusive of the day of
service, and to file the original of the defenses with the Clerk of this Court either before service on
Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered
against that Defendant for the relief demanded in the Complaint or petition.

Dated on _____, 2002.

CLERK OF THE CIRCUIT COURT

By:

Deputy Clerk

[SEAL]

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO.

FLA. BAR NO. 178240

CARLO AMATO,

Plaintiff,

vs.

LAWRENCE BOUDREAUX a/k/a
LARRY BOUDREAUX,

Defendant.

COMPLAINT

Plaintiff, CARLO AMATO, by and through his undersigned counsel, sues Defendant, LAWRENCE BOUDREAUX a/k/a LARRY BOUDREAUX, and as grounds therefor Plaintiff would state as follows:

GENERAL ALLEGATIONS

1. This is an action for anticipatory breach of contract for damages in excess of \$15,000.00, and therefore within the jurisdictional limits of this Court.
2. Plaintiff is, and at all times material hereto was a resident of Palm Beach County, Florida and is *sui juris*.
3. Defendant, upon information and belief, is and at all times material hereto was a resident of Broward County, Florida and is *sui juris*.
4. Venue for this cause of action is proper in Broward County, Florida by reason of Paragraph 10 of the Agreement between the parties dated October 2001 (hereinafter referred to as the "Agreement"), a true and correct copy of which is attached hereto and made a part hereof as Exhibit "A".

LAW OFFICES OF

MICHAEL SCHIFFRIN & ASSOCIATES, P.A.

TWO DATRAM CENTER - SUITE 1109, 8130 SOUTH DADELAND BOULEVARD, MIAMI, FLORIDA 33156 • (305) 559-0000 • FAX (305) 559-0018

5. On or about October 4, 2001, Plaintiff and Defendant entered into the Agreement.

6. Paragraph 23 of the Agreement provided for the parties to have a right to rescind the Agreement according to the terms set forth therein.

7. In accordance with the provisions of Paragraph 23 of the Agreement, Plaintiff provided to Defendant a *Notice of Rescision*¹ on December 27, 2001 (hereinafter referred to as the "Notice of Rescision"), a true and correct copy of which is attached hereto and made a part hereof as Exhibit "B".

8. In accordance with the provisions of the Agreement, Defendant was therefore required to do the following within sixty days of the Notice of Rescision:

- (A) Pay to Plaintiff the sum of \$100,000;
- (B) Permit an audit of the accounts receivables as described therein by both parties;
- (C) Payment would be approved and made for all expenses incurred; and
- (D) Remaining profits would be disbursed according to the percentage of shares held.

9. Thereafter, on January 10, 2002, Plaintiff's counsel forwarded a letter to Defendant in order to effectuate the purposes of the contractual rescision as set forth in the Notice of Revision and Paragraph 23 of the Agreement. A true and correct copy of said letter is attached hereto and made a part hereof as Exhibit "C".

¹ Note that the Notice of Rescision contained a typographical error with respect to its reference to Paragraph 22 of the Agreement which should have instead reflected Paragraph 23.

10. To date, Defendant has failed and/or refused to respond to either the Notice of Rescission or the January 10, 2002 letter from counsel for Plaintiff, either in the affirmative or negative.

11. Therefore, Defendant has refused to execute the stock powers and the resignation which accompanied the January 10, 2002 letter from counsel for Plaintiff, as well as to respond concerning the requisite audit of the accounts receivable necessary to determine the disbursement of the remaining profits.

12. Plaintiff has otherwise fully complied with all of his obligations under the Agreement.

13. Defendant, by reason of his distinct and unequivocal inaction and absolute non-response to the Notice of Rescission and the letter of Plaintiff's counsel of January 10, 2002, has repudiated the terms and conditions of the Agreement, and accordingly has prospectively breached same.

14. Plaintiff has therefore been damaged by reason of Defendant's prospective breach of the contract in an amount that is no less than \$100,000.00.

15. Plaintiff has been caused to retain the services of the undersigned law firm in order to represent his interests with regard to this matter, in exchange for which Plaintiff has agreed to pay said firm a reasonable attorneys fee.

WHEREFORE, Plaintiff, CARLO AMATO, demands judgment against Defendant, LAWRENCE BOUDREAUX a/k/a LARRY BOUDREAUX, for the following:

(A) Money damages of no less than \$100,000.00;

(B) Requiring Defendant to specifically perform the remaining terms and conditions of Paragraph 23 of the Agreement;

- (C) Attorneys fees, costs and interest; and
- (D) For such other and further relief as this Court deems just and proper.

DATED on this 5 day of February, 2002.

MICHAEL SCHIFFRIN & ASSOCIATES, P.A.
Attorneys for Plaintiff
Suite 1109 - Two Datan Center
9130 South Dadeland Boulevard
Miami, Florida 33156
Telephone: (305) 539-0000
Telecopier: (305) 539-0013

BY 

MICHAEL SCHIFFRIN, ESQ.

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN
FOR BROWARD COUNTY, FLORIDA

CASE NO. 02-2819 CACE (03)

CARLO AMATO, :
 :
 Plaintiff, :
 :
 vs. :
 :
 LAWRENCE BOUDREAUX a/k/a :
 LARRY BOUDREAUX, :
 :
 Defendant. :
 _____ :

FINAL DEFAULT JUDGMENT

THIS CAUSE came on to be heard upon the *Motion for Entry of Final Default Judgment* filed by Plaintiff, CARLO AMATO, and the Court being advised of the failure of Defendant, LAWRENCE BOUDREAUX a/k/a LARRY BOUDREAUX to comply with this Court's Order on Motion to Dismiss, and further noting that the Court has jurisdiction over the subject matter and the person of the Defendant, and being otherwise fully advised in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Motion be and the same is hereby **GRANTED**.
2. Plaintiff, CARLO AMATO, whose address is 3450 South Ocean Boulevard, Suite 405, Highland Beach, Florida 33487, shall recover from Defendant, LAWRENCE BOUDREAUX a/k/a LARRY BOUDREAUX, whose Social Security Number is 201-36-9171, and whose address 2801 Lake Vista Circle, Davie, Florida 33328, the sum of One Hundred Thousand Dollars (\$100,000.00), plus interest from February 25, 2002 through April 30, 2002, in the amount of One Thousand, Five Hundred and Seventy-Eight Dollars and Eight Cents (\$1,578.08); along with costs in the amount of Three Hundred and Ten Dollars (\$310.00), for a total judgment of One Hundred and One Hundred Thousand, Eight Hundred and Eighty-Eight Dollars and Eight Cents (\$101,888.08), together with

interest in accordance with F.S. §55.03 from the date of this Judgment, for which let execution issue.

3. This Court reserves jurisdiction to determine all other matters presently pending which it has not otherwise herein adjudicated, to wit: the specific performance requirements of Paragraph 23 of the Agreement, as well as reasonable attorneys fees.

DONE AND ORDERED in Chambers in Fort Lauderdale, Florida, on this ____ day of May, 2002.

Copies Furnished To:

Michael Schiffrin, Esq.
Lawrence Boudreaux

CIRCUIT COURT JUDGE
PATTI ENGLAND FENNING
CIRCUIT JUDGE

MAY 23 2002

A TRUE COPY