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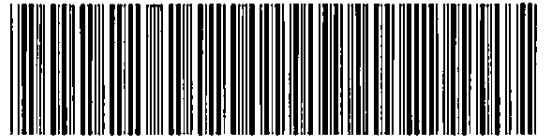
(Business Entity Name)

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2017 OCT 25 PM 4:30

FILED

merged

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Internal Medicine & Pediatrics Associates Of Tallahassee

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Derek A. Davis

Contact Person

Internal Medicine & Pediatrics Associates Of Tallahassee

Firm/Company

1965 Capital Circle NE

Address

Tallahassee Florida 32308

City, State and Zip Code

regina@hwfla.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Derek A. Davis

at (203)

3215081

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Impact Behavioral Health	Tallahassee Florida LeonCounty	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Internal Medicine & Pediatrics Associates O	Tallahassee Florida Leon County	Corporation (S)

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

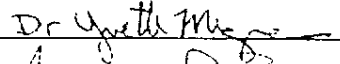
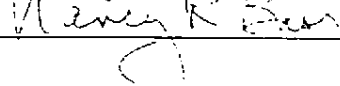
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

October 21, 2017

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Internal Medicine & Pediatrics Associates of Tallahassee		Dr Yvette Mignon
Impact Behavioral Health		Nancy R. Bass

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

Fees:	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	Certified Copy (optional):	\$30.00

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT MEMBERSHIP INTEREST (this "**Assignment**") is effective as of 12:01:00 a.m. on November 1, 2017 (the "**Effective Date**"), by and among Nancy Bass, LMHC ("**Transferor**") and INTERNAL MEDICINE & PEDIATRICS ASSOCIATES OF TALLAHASSEE, INC. d/b/a HEALTH & WELLNESS CENTERS OF NORTH FLORIDA, a Florida corporation ("**Transferee**").

BACKGROUND STATEMENT

Effective as of 12:00:00 a.m. on the Effective Date, Transferor owned one hundred percent (100%) of the total membership interest of IMPACT BEHAVIORAL HEALTH, LLC, a Florida limited liability company (the "**Company**"). Effective as of 12:01:00 a.m. on the Effective Date, Transferor desires for Transferee to purchase all of her membership interest in the Company, representing one hundred percent (100%) of the total membership interest the Company (the "**Transferred Interest**") pursuant to the terms hereof.

STATEMENT OF AGREEMENT

In consideration of the mutual agreements set forth in this Assignment and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by the parties, the parties hereby covenant and agree as follows:

1. Assignment. Effective as of 12:01:00 a.m. on the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby assigns and transfers to Transferee the Transferred Interest and Transferee hereby accepts such assignment and transfer of the Transferred Interest from Transferor.

2. Transferor's Representations. Transferor hereby represents and warrants to Transferee as follows: Transferor owns the Transferred Interest free and clear of any lien, claim or encumbrance of any kind. This Assignment shall transfer to Transferee the Transferred Interest in full, free and clear of any lien, pledge or other encumbrance or claim. Transferor is an individual subject to the laws of the State of Florida. Transferor has full power and authority to execute, deliver and perform its obligations under this Assignment. Transferor has duly and validly executed and delivered this Assignment, and this Assignment constitutes the legal, valid and binding obligations of Transferor, enforceable in accordance with its terms.

3. Transferee's Representations. In connection with the transfer of the Transferred Interest, Transferee hereby certifies, represents and warrants to Transferor as follows: Transferee is a corporation, duly formed, validly existing, and in good standing under the laws of the State of Florida. Transferee has full power and authority to execute, deliver and perform its obligations under this Assignment. Transferee has duly and validly executed and delivered this Assignment, and this Assignment constitutes the legal, valid and binding obligations of Transferee, enforceable in accordance with its terms.

4. Further Assurances. Transferor and Transferee agree to execute such further documents and instruments and to take such further actions as the other party shall reasonably request to effect and implement this Assignment and the transactions contemplated herein.

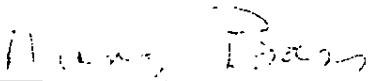
5. Miscellaneous. Each party shall bear its costs and expenses in connection with the execution, consummation and performance of this Assignment. This Assignment expresses the entire

agreement between the parties hereto, and supersedes any and all prior agreements relating to the subject matter hereof. This Assignment may not be modified, amended or supplemented except by a writing signed by the parties hereto, and such writing must refer specifically to this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same document. Any signature delivered by facsimile shall be deemed an original. This Assignment is given in, and shall be interpreted, construed and enforced according to the substantive law of, the State of Florida without giving effect to its principles of choice of law or conflicts of law.

IN WITNESS WHEREOF, Transferor and each Transferee have executed and delivered this Assignment on the Effective Date.

TRANSFEROR

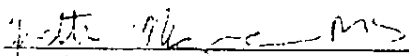
NANCY BASS, LMHC



Nancy Bass, personally
1965 Capital Circle NE
Suite 102
Tallahassee, Florida 32308

TRANSFeree

INTERNAL MEDICINE & PEDIATRICS
ASSOCIATES OF TALLAHASSEE, INC.

By: 

Yvette Mignon, M.D., as President
1965 Capital Circle NE
Tallahassee, Florida 32308

PURCHASE AGREEMENT

This PURCHASE AGREEMENT, dated as of OCTOBER 20, 2017 ("**Agreement**"), is entered into by and among NANCY BASS, LMHC (the "**Seller**"), and IMPACT BEHAVIORAL HEALTH, LLC, a Florida limited liability company (the "**Company**"), and INTERNAL MEDICINE & PEDIATRICS ASSOCIATES OF TALLAHASSEE, INC. d/b/a HEALTH & WELLNESS CENTERS OF NORTH FLORIDA, a Florida corporation (the "**Purchaser**").

RECITALS:

A. The Company is engaged in the business of providing mental health counseling services (the "**Business**").

B. Purchaser desires, upon the terms and subject to the conditions set forth herein, to purchase all of the issued and outstanding membership interest of the Company (the "**Membership Interests**").

C. The Seller owns, and desires to sell to Purchaser, all of the Membership Interests upon the terms and subject to the conditions set forth herein.

D. Purchaser is entering into this Agreement as an inducement to Seller to sell the Membership Interests to Purchaser.

E. Certain capitalized terms used in this Agreement are defined in Article VI hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

ARTICLE I: PURCHASE AND SALE; NON-ASSUMED OBLIGATIONS; PURCHASE PRICE

1.1 PURCHASE AND SALE. Upon the terms and subject to the conditions of this Agreement, the Seller hereby sells to the Purchaser and the Purchaser hereby purchases from the Seller, the Membership Interests for a total purchase price (the "**Purchase Price**") of TWENTY THOUSAND DOLLARS (\$20,000.00), payable as follows:

(a) On the Closing, Purchaser shall deliver to Seller a check in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) (the "**Initial Purchase Price**"); and

(b) Within twelve (12) months after the Closing, Purchaser shall deliver to Seller one (1) or more checks in the amount of FIVE THOUSAND DOLLARS (\$5,000.00). Seller and Purchaser agree that the dates and amounts of such payments pursuant to this Section 1.1(b) shall be made in Purchaser's sole and absolute discretion; provided that any amounts that remain due three hundred sixty-five (365) days after closing shall be due and owing immediately.

1.2 NON-ASSUMED OBLIGATIONS. The Seller expressly acknowledges and agrees that the Seller shall retain, and that Purchaser shall not assume or otherwise be obligated to pay, perform, defend, or discharge any liabilities or obligations (collectively the "**Non-Assumed Obligations**") related to: (i) any IRS tax related liabilities for periods prior to December 31, 2016; or (ii) any 941 or withholding tax liability related to periods prior to the Closing.

NB ILB YM YM 1

1.3 CLOSING. The closing (the "Closing") of the transactions contemplated by this Agreement shall take place on or before November 1, 2017.

1.4 DELIVERIES AT CLOSING. Simultaneously herewith, the parties are delivering the following:

(a) Purchaser is delivering to Seller the Initial Purchase Price in accordance with Section 1.1 hereof;

(b) Seller is delivering to Purchaser the Assignment of Membership Interests set forth as SCHEDULE 1.4, attached hereto and made a part hereof;

(c) Seller is delivering to Purchaser an assignment of all of Seller's rights under all third party payor contracts.

ARTICLE II: REPRESENTATIONS AND WARRANTIES OF THE SELLER AND COMPANY

In order to induce Purchaser to consummate the transactions under this Agreement, the Seller makes the following representations and warranties, which are true, correct and complete in all respects on the Closing as well as through the Closing:

2.1 ORGANIZATION AND CORPORATE POWER. The Company (i) is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and (ii) has all requisite power and authority to own its properties and to carry on its business as presently conducted. The Company is not in violation in any material respect of its articles of organization or bylaws. A true and correct copy of the Company's articles of organization and bylaws of the Company, as amended to date, has been furnished to the Purchaser.

2.2 AUTHORIZATION. The Company has all necessary corporate power and authority, and has taken all necessary corporate action, including member consent, required for the due authorization, execution, delivery and performance by them of this Agreement and the Related Agreements to which they are a party, and the consummation of the transactions contemplated herein or therein. This Agreement is, and upon execution and delivery, the Related Agreements to which the Seller or the Company is a party will be, valid and binding obligations of the Seller and the Company, enforceable in accordance with their respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or similar laws which affect creditors' rights generally.

2.3 TITLE TO AND VALIDITY OF MEMBERSHIP INTERESTS. Seller is the sole member of the Company and owns all of its outstanding and issued Membership Interests. The Seller has good and marketable title to and unrestricted power to vote and sell the Membership Interests designated as owned by the Seller, free and clear of any Lien and, upon purchase and payment therefor by Purchaser, in accordance with the terms of this Agreement, Purchaser will obtain good and marketable title to all such Membership Interests free and clear of any Lien. All Membership Interests owned by the Seller have been duly authorized and validly issued and are fully paid and non-assessable. The Company has no subsidiaries nor any investment or other interest in any Person. SCHEDULE 2.3 sets forth the employer identification numbers, and the Medicare or Medicaid numbers used by the Company in connection with the Business.

2.4 TITLE, CONDITION TO PERSONAL PROPERTY. The Seller owns, or has good and valid leasehold interests or licenses in, all of the personal property comprising the Company's assets held for use or used in connection with the Company's Business (the "Assets"), and has good and valid

title to all such personal property (tangible and intangible) (or in the case of personal property which is leased or licensed to it, the Company has the right to use such personal property superior in right to all others), subject to no Liens.

2.5 GOVERNMENT APPROVALS. No consent, approval, license or authorization of, or designation, declaration or filing with, any Governmental Authority is or will be required on the part of the Seller in connection with the execution, delivery and performance by the Seller of this Agreement.

2.6 FINANCIAL INFORMATION; INDEBTEDNESS.

(a) Attached as SCHEDULE 2.3 are true and complete copies of unaudited profit and loss statements (the "**Income Statements**") and balance sheets (the "**Balance Sheets**") for the years ended December 31, 2015 and December 31, 2016 and the months ended October 31, 2017 with respect to the Company (the Income Statements and Balance Sheets are collectively referred to hereinafter as the "**Financial Statements**"). The Financial Statements (i) are in accordance with the books and records of the Company, which books and records are complete and accurate in all material respects, (ii) present fairly and accurately, in all material respects the financial condition of the Company as of the dates of the balance sheets and income statements, (iii) present fairly and accurately, in all material respects the results of operations of the Company for the periods covered by such statements, (iv) include all adjustments which are necessary for a fair presentation of the financial condition of the Company and of the results of operations of the Company for the periods covered by such statements, and (v) make full and adequate provisions for all liabilities or obligations of the Business of the Company, whether accrued, absolute, contingent or otherwise. Except as set forth on SCHEDULE 2.6, the Income Statements do not contain any material items of special or nonrecurring income or expense or any other income not earned or expense not incurred in the ordinary course of business except as expressly specified therein, and, except as so set forth, the Financial Statements include all adjustments, which consist only of normal recurring accruals, necessary for such presentation.

(b) Other than as set forth in the Financial Statements the Company has no liabilities or obligations, contingent or otherwise (including pursuant to any guaranty), which are not adequately reflected in or reserved against in the Financial Statements. Since December 31, 2016, there has been no change in the business, assets, liabilities, condition (financial) or operations of the Company, except for changes which, individually or in the aggregate, would not have a Material Adverse Effect.

2.7 EVENTS SUBSEQUENT TO THE DATE OF THE FINANCIAL STATEMENTS. Since December 31, 2016 neither Company, nor Seller with respect to any Company, has (i) declared, set aside or paid any dividends, or made any distributions or payments, in respect of its equity securities, or repurchased, redeemed or otherwise acquired any equity or other securities or issued any Membership Interests or other units of any equity or other securities; (ii) amended its articles of organization or bylaws; (iii) issued any securities relating to its Membership Interests of capital stock, or granted, or entered into any agreement to grant, any options, convertibility rights, other rights, warrants, calls or agreements relating to its Membership Interests of capital stock, or redeemed, repurchased or otherwise reacquired any of its Membership Interests; (iv) created, incurred, assumed, guaranteed or otherwise became liable or obligated with respect to any indebtedness for borrowed money, or made any loan or advance to, or any investment in, any Person, except in each case in the ordinary course of business and consistent with past practices; (v) made any change in the tax treatment of the Company or their business operations before or after the Closing; (vi) entered into, amended or terminated any agreement, except to the extent such action would not have a Material Adverse Effect; (vii) sold, transferred, leased, mortgaged, encumbered or otherwise disposed of, or agreed to sell, transfer, lease, mortgage, encumber or otherwise dispose of, any properties or assets except (a) in the ordinary course of business, or (b) where such sale, lease, transfer, mortgage, encumbrance or other disposition would not have a Material Adverse Effect; (viii) settled any claim or litigation, or filed any material motions, orders, briefs or settlement agreements

in any proceeding before any Governmental Authority or any arbitrator; (ix) incurred or approved, or entered into any agreement or commitment to make, any expenditures in excess of \$10,000 other than those in the ordinary course of business consistent with past practice with and on a basis consistent with prior periods; (x) engaged in any one or more activities or transactions outside the ordinary course of business; (xi) made any increase in (a) the rate of compensation payable or to become payable to its directors, officers, Seller, agents, or employees, or (b) the payment of any bonus, payment or arrangement made to, for or with any of its directors, officers or employees, (xii) sold, assigned, transferred or granted any license with respect to any patent, trademark, trade name, service mark, copyright, trade secret or other intangible asset, except pursuant to license or other agreements set forth on SCHEDULE 2.7 or to the extent such action would not have a Material Adverse Effect; (xiii) suffered any loss of property or waived any right of substantial value whether or not in the ordinary course of business that could have a Material Adverse Effect; (xiv) made any change in the manner of business or operations of the Company or made any change in any of its accounting methods or practices which could have a Material Adverse Effect; or (xv) committed to do any of the foregoing.

2.8 LITIGATION. There are no claims, actions, suits, investigations or proceedings against the Company (or Seller with respect to the Company) in any court or before any Governmental Authority, or before any arbitrator (whether covered by insurance or not) pending or, to the Knowledge of the Seller, threatened, against the Company (or Seller with respect to the Company). Neither Seller nor the Company is in default with respect to any order, writ, injunction, decree, ruling or decision of any court, commission, board or other governmental agency, which default could have a Material Adverse Effect.

2.9 COMPLIANCE WITH LAWS. The Seller and the Company are and have been in compliance with the Legal Requirements applicable to the Business, other than failures to so comply that would not have a Material Adverse Effect. Neither Seller (with respect to the Company) nor the Company has received or entered into any citations, complaints, consent orders, compliance schedules, or other similar enforcement orders or received any written notice from any Governmental Authority or any other written notice that would indicate that there is not currently compliance with such Legal Requirements, including without limitation, those relating to the delivery of, referrals for, and billing and payment for health care items and services, investment interests in health care providers, and those relating to the Medicare and Medicaid programs and (b) there are no adverse orders, judgments, writs, injunctions, decrees or demands of any court or administrative body, domestic or foreign, or of any other governmental agency or instrumentality, domestic or foreign, outstanding against the Company, the Membership Interests, Assets or Seller with respect to the Company, other than those that would not have a Material Adverse Effect. To the Knowledge of the Seller, neither the Company, employees, agents, contractors nor the members of the Company, are engaged in any activities which are prohibited under the federal anti-kickback statute or the Stark Law, or the regulations promulgated thereunder, or related or similar state or local statutes or regulations, and which could have a Material Adverse Effect.

2.10 TAXES. The Company has filed all Tax Returns required to be filed within the applicable periods for such filings and has timely paid all Taxes (including any foreign, federal, state or local Taxes) required to be paid. No deficiencies for any Tax have been proposed or assessed against the Company (or Seller with respect to the Company). To the Knowledge of the Seller, there is no audit of the Tax Returns of the Company pending or contemplated. There is no lien for Taxes, whether imposed by any federal, state, local or foreign taxing authority, outstanding against the Assets, properties or the Business.

2.11 REAL PROPERTY.

(a) The Company owns no real property (other than leaseholds). SCHEDULE 2.11 sets forth the addresses of all real property that the Company leases or subleases, and any Lien, on any

such leasehold interest, specifying in the case of each such lease or sublease, the name of the lessor or sublessor, as the case may be, and the lease term.

(b) To the Knowledge of Seller, there is no violation of any material law, regulation or ordinance (including without limitation laws, regulations or ordinances relating to zoning, environmental, city planning or similar matters) relating to any real property leased or subleased by the Company.

(c) All the leases listed on SCHEDULE 2.11 are valid and enforceable and are in full force and effect and there are no defaults by the Company under any such leases or, to the Knowledge of the Seller, by any other party thereto, which might have a Material Adverse Effect on the present use by the applicable Company or the Purchaser. No consent or approval of the lessor or sublessor of any of the leases listed on SCHEDULE 2.11 is required for the performance by the Seller of this Agreement and the Related Agreements.

2.12 ASSETS COMPRISING THE BUSINESS. The Assets represent all of the real and personal property, licenses, intellectual property, permits and authorizations, contracts, leases and other agreements of any kind that are necessary to the operation of the Business as now operated including all accounts, receivables, tangibles and intangibles. Except as set forth in SCHEDULE 2.12 or as otherwise expressly set forth in this Agreement neither Seller (as opposed to the Company) nor any other Person (i) owns any personal property, licenses, intellectual property, permits or authorizations, or (ii) has entered into any contracts, leases or other agreements that are necessary to the operation of the Business as now operated.

2.13 PATENTS, TRADEMARKS, ETC. The Company owns or licenses all computer software programs or other electronic data transmission, storage, or computation programs utilized in the Business (collectively, the "**Computer Software**"). No other Computer Software is required for Seller or the Company to operate the Business as presently conducted.

2.14 EMPLOYEE MATTERS. No employees of the Company (the "**Employees**") are represented by any labor union or similar organization and there are no pending or, to the Knowledge of the Seller, threatened activities the purpose of which is to achieve such representation of all or some of such Employees. To the Knowledge of the Seller (a) the Business is operating and has been operated in compliance in all respects with all Legal Requirements covering employment and employment practices, terms and conditions of employment and wages and hours, including the Immigration Reform and Control Act, the Worker Adjustment and Retraining Notification Act of 1988 (the "**Warn Act**"), any such Legal Requirements respecting employment discrimination, equal opportunity, affirmative action, employee privacy, wrongful or unlawful termination, workers' compensation, occupational safety and health requirements, labor/management relations and unemployment insurance" or related matters and there are no threatened or pending claims relating thereto, in each case, except to the extent such noncompliance or claims would not have a Material Adverse Effect, (b) there is no labor strike, dispute, slowdown or stoppage pending or, to the knowledge of Seller, threatened against or affecting the Business, and neither Seller nor any Company has experienced any work stoppage or other labor difficulty affecting the Business in the last year which would have had a Material Adverse Effect, and (c) in the event of termination of the employment of any Employee, Purchaser will not, pursuant to any agreement with Seller or the Company or by reason of any representation made or plan adopted by Seller or the Company prior to the Closing, be liable to any employee for so-called "severance pay" parachute payments or any other similar payments or benefits, including, without limitation, post-employment healthcare (other than pursuant to continuation health care coverage provisions of Section 4980B of the Code or Section 601 through 608 of ERISA ("**COBRA**")) or insurance benefits.

2.15 **LICENSES AND PERMITS.** The Company has all the permits, licenses, orders, certifications, franchises and other rights and privileges of all federal, state, local or foreign governmental or regulatory bodies necessary for the Company to conduct the Business as presently conducted (collectively, the "**Licenses and Permits**") except to the extent the absence of which would not have a Material Adverse Effect. All of such Licenses and Permits are listed on SCHEDULE 2.15 and, (a) such Licenses and Permits are in full force and effect, (b) to the Knowledge of the Seller, no suspension or cancellation of any of such Licenses and Permits is threatened, and, (c) to the Knowledge of Seller none of such Licenses and Permits will be affected by the consummation of the transactions contemplated in this Agreement and the Related Agreements. The Company is in default under any of such Licenses and Permits.

2.16 **CONTRACTS AND COMMITMENTS.**

(a) The Company is not a party (nor is Seller a party, with respect to the Company) to any oral or written (i) consulting agreement not terminable on 60 days or less notice involving the payment of more than \$50,000 per annum, (ii) joint venture agreement, (iii) non-competition or similar agreements that restrict the Company from engaging in a line of business either in total or in a particular territory or for a particular period, (iv) agreement with any executive officer or other employee of the Company, the benefits of which are contingent, or the terms of which are materially altered, upon the occurrence of a transaction involving the Company of the nature contemplated by this Agreement and which provides for the payment of in excess of \$10,000, (v) agreement with respect to any employee of the Company providing any term of employment beyond one year or compensation guaranty in excess of \$10,000 per annum, (vi) agreement or plan, including any stock option plan, stock appreciation rights plan, restricted stock plan or stock purchase plan, any of the benefits of which will be increased, or the vesting of the benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement, (vii) contract or agreement that cannot by its terms be terminated by the Company with 30 days or less notice without penalty and involves annual payments in excess of \$10,000, (viii) contract or agreement for capital expenditures involving payments in excess of \$10,000, (ix) any agreement for the sale of assets that have a net book value of \$10,000 or more, or (x) contract or agreement that is material to the Company or the Business.

(b) **CHANGE IN THIRD-PARTY PAYORS.** Neither Seller nor the Company has received written notice that any health plan, insurance company, employer or other third-party payor, which is currently doing business with the Company, intends to terminate, limit or restrict its relationship with the Company, except to the extent same would not have a Material Adverse Effect.

2.17 **BANK ACCOUNTS.** SCHEDULE 2.17 sets forth the names of each bank or depository in which the Company (or Seller with respect to the Company) maintains any bank account, trust account or safety deposit box, the account numbers for each, and the names of all persons authorized to draw therein or that have access thereto. Seller represents and warrants to Purchaser that such bank accounts shall hold at least FIFTEEN THOUSAND DOLLARS (\$15,000.00) upon the Closing.

2.18 **INSURANCE COVERAGE.** The Company or Seller has in full force and effect policies of insurance of the type and in amounts providing protection for the Company consistent with sound business practices and prudent risk management applicable to businesses of the size and nature of the Company. SCHEDULE 2.18 attached hereto constitutes a true and complete description of (i) all of the policies in force and effect for the Company (the "**Policies**"); (ii) all current and open or known claims under any of the Policies; and (iii) all written claims in excess of \$10,000 individually, or \$50,000 in the aggregate, made against the Company, during the past three years whether or not covered by insurance. Neither Seller nor the Company has received any notice of cancellation in respect of insurance coverage under the Policies. All premiums due and payable in respect of the Policies have been paid and are

current. There are no pending or, to the Knowledge of the Seller, threatened terminations or premium increases with respect to any of the Policies and the Company is in compliance with all material conditions contained therein. Notwithstanding anything herein to the contrary, it is understood that any insurance coverage for the Company or Seller that has been maintained through policies owned by Seller will not be transferred to Purchaser or the Company on or after the Closing Date.

2.19 ERISA.

(a) Neither Seller (with respect to Employees) nor the Company maintains, or makes contributions to, and neither Seller (with respect to Employees) nor the Company has at any time in the past two years maintained or made contributions to, any employee benefit plan which is subject to the minimum funding standards of Employee Retirement Income Security Act of 1974, as amended ("ERISA") or subject to the terms of the Multi-employer Pension Plan Amendment Act of 1980.

(b) SCHEDULE 2.19 also sets forth, any material commitment arising under severance, holiday, vacation, Christmas or other bonus plans (including, but not limited to, "employee benefit plans", as defined in Section 3(3) of ERISA) maintained by Seller or any Company for any Employees or with respect to which Seller or any Company have liability with respect to any Employees, or make or have an obligation to make contributions on behalf of Employees (collectively the "Plans").

(c) No Plan has engaged in any "prohibited transaction" as defined in Section 4975 of the Code, or has incurred any "accumulated funding deficiency" as defined in Section 302 of ERISA, nor has any reportable event as defined in Section 4043(b) of ERISA occurred with respect to any such Plan.

(d) With respect to any and each Plan, all required filings, including all filings required to be made with the United States Department of Labor and Internal Revenue Service, have been timely filed, and the present value of all accrued benefits under each such plan does not, as of the Closing, exceed the value of the respective net assets of each such plan applicable to such benefits.

(e) Each of the Plans intended to qualify under Section 401 of the Code satisfies the requirements of such Section and has received a favorable determination letter from the Internal Revenue Service.

2.20 NO BROKERS OR FINDERS. No Person has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or claim against or upon the Seller or the Company for any commission, fee or other compensation as a finder or broker as a result of the consummation of this Agreement.

2.21 TRANSACTIONS WITH AFFILIATES. There are no loans, leases or other continuing transactions between the Company, on the one hand, and any officer or director of Company or the Seller or any person owning five percent (5%) or more of the common stock of Company or any respective family member or affiliate of Seller, on the other hand.

2.22 NO CONFLICTS OR DEFAULTS. The execution, delivery and performance by Seller and the Company of this Agreement and the Related Documents to which it is or will be a party and any of the transactions contemplated hereby or thereby does not and will not:

(a) violate or conflict with, with or without the giving of notice or the passage of time or both, any provision of: (A) the articles of organization or bylaws of the Company, (B) except to the extent same would not have a Material Adverse Effect, any agreement, indenture or other instrument applicable to the Seller or the Company or any of their respective properties, or (C) any law, rule,

regulation, order, judgment, writ, injunction or decree applicable to the Seller or the Company or any of their respective properties:

(b) result in the creation of any Lien upon the properties, assets or revenues of the Company;

(c) require the consent, waiver, approval, order or authorization of, or declaration, registration, qualification or filing with, any Person (except where the failure to obtain same would not have a Material Adverse Effect); or

(d) to the Knowledge of the Seller, cause the Company to lose the benefit of any right or privilege it presently enjoys or cause any Person who is expected to normally do business with the Company to discontinue to do so on the same basis, except where such loss of benefit or privilege or discontinuation of business would not have a Material Effect.

Further, the Company (nor Seller with respect to the Company) is not in default under, and no condition exists (whether covered by insurance or not) that with or without notice or lapse of time or both would (i) constitute a default under, or breach or violation of, any Legal Requirement, indenture, agreement or instrument applicable to the Company, or (ii) accelerate or permit the acceleration of the performance required under, or give any other party the right to terminate, any indenture, agreement or instrument applicable to the Company, other than defaults, breaches, violations or accelerations that would not have a Material Adverse Effect.

All the contracts listed on Schedules to this Agreement are valid and enforceable and are in full force and effect, and to the Seller's knowledge there are no defaults by either Seller or they Company under any of such contracts or, to the Knowledge of the Seller, by any other party thereto, except to the extent same would not have a Material Adverse Effect. Seller's performance of this Agreement and the Related Agreements will not result in the termination of, or in any increase of any amounts payable under, any contract listed on a Schedule to this Agreement.

2.23 ENVIRONMENTAL COMPLIANCE. To the Knowledge of Seller, Seller and the Company are in compliance in all material respects with all environmental and related Legal Requirements applicable to the Company, the Assets and the real property covered by the real property leases with respect to environmental matters, public or workplace health or safety, or hazardous, toxic or infectious wastes, materials or substances (including medical wastes) or petroleum products, materials or wastes or radioactive substances or wastes (collectively "**Environmental Laws**"), except to the extent noncompliance would not have a Material Adverse Effect. The foregoing representation and warranty applies to the operation of the Company and the use of the Assets including, but not limited to, the use, handling, treatment, storage, transportation and disposal of any hazardous, toxic or infectious waste, material or substance (including medical waste) or petroleum products, material or waste or radioactive substances or waste whether performed on any of the properties covered by the real property leases or at any other location. To the Knowledge of Seller, no investigation or review is pending or threatened by any Governmental Authority or other party with respect to any alleged violation by Seller or the Company with respect to the Company of any Environmental Law, the need for any work, repairs, or demolition by any Seller or the Company, on or in connection with any property in order to comply with any Environmental Law, or any actual or threatened release (including, but not limited to, any spill, discharge, leak, emission, ejection, escape or dumping) or inadequate storage of, or contamination caused by any hazardous, toxic or infectious waste, material or substance (including medical waste) or petroleum product, material or waste or radioactive substance or waste, or any such constituent which would have a Material Adverse Effect.

2.24 DISCLOSURES. No representation or warranty by the Seller or the Company contained in this Agreement or any schedule, exhibit or certificate delivered in accordance therewith and no written statement or document furnished by the Seller or the Company, contains, as of the date on which made or reaffirmed, any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which such statements were made, not misleading in any material respect.

2.25 MEDICARE/MEDICAID PARTICIPATION. The Company is certified for participation or enrollment in Medicare and Medicaid programs, has a current and valid provider contract with the Medicare and Medicaid programs or other third party reimbursement source (inclusive of managed care organizations), are in compliance with the conditions of participation of such programs, except for such certification, contracts, compliances, approvals, and qualifications which, individually or in the aggregate, would not have a Material Adverse Effect.

2.26 ACCOUNTS PAYABLE. SCHEDULE 2.26 provides a complete accounting of all outstanding payables as of the date of the execution of this Agreement.

ARTICLE III: REPRESENTATIONS OF PURCHASER

The Purchaser hereby represents and warrants to the Seller as follows:

3.1 ORGANIZATION AND POWER. The Purchaser is a corporation, duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite power and authority to own its properties and to carry on its business as presently conducted. The Purchaser is duly licensed or qualified to do business in the jurisdiction wherein the character of its property, or the nature of the activities presently conducted by it, makes such qualification necessary, except where the failure to so qualify would not have a Material Adverse Effect on Purchaser. The Purchaser is not in violation in any material respect of its respective articles of incorporation or bylaws.

3.2 AUTHORIZATION. The Purchaser has all necessary power and authority, and has taken all necessary action required for the due authorization, execution, delivery and performance by the Purchaser of this Agreement and the Related Agreements to which the Purchaser is a party, and the consummation of the transactions contemplated herein or therein. This Agreement is, and upon execution and delivery, the Related Agreements to which the Purchaser is a party will be, valid and binding obligations of the Purchaser, enforceable in accordance with their respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or similar laws which affect creditors, rights generally.

3.3 ABSENCE OF CONFLICTING AGREEMENTS. Neither the execution or delivery of this Agreement or of any of the Related Agreements by the Purchaser, nor the performance by the Purchaser of the transactions contemplated hereby and thereby, conflicts with, or constitutes a breach of or a default under (a) the respective articles of incorporation or by-laws of Purchaser; or (b) except to the extent same would not have a Material Adverse Effect on Purchaser, any agreement, indenture or other instrument applicable to Purchaser or any of their respective properties; or (c) any law, rule, regulation, judgment, order, writ, injunction or decree applicable to Purchaser.

3.4 NO BROKERS OR FINDERS. No person has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or claim against or upon the Purchaser for any commission, fee or other compensation as a finder or broker because of any act or omission by the Purchaser.

ARTICLE IV: TAX MATTERS

4.1 TERMINATION OF TAX SHARING AGREEMENT. Except as otherwise provided in this Article IV, all tax sharing agreements, arrangements, policies and guidelines, formal or informal, express or implied, that may exist between the Company and Seller or its affiliates and all obligations thereunder shall terminate as of the Closing and Company shall not have any liability thereunder for any and all amounts due in respect of periods prior to the Closing.

4.2 SELLER'S RETURNS AND TAXES.

(a) The Company shall continue to be included, for all annual taxable periods ending on or before the Closing, in the consolidated federal income Tax Return of which Seller is the filer and any required state or local consolidated, combined or unitary income or franchise Tax Returns that include the Company (all such Tax Returns including taxable periods of the Company ending on or before the Closing are hereinafter referred to as "**Pre-Closing Consolidated Returns**").

(b) Seller shall timely prepare and file (or cause to be prepared and filed) all Pre-Closing Consolidated Returns, all other income Tax Returns of the Company for taxable periods that end on or before the Closing, and all other Tax Returns of the Company required to be filed on or before the Closing ("**Seller's Returns**"). All Seller's Returns shall be prepared in a manner consistent with prior practice. Seller shall timely pay (or cause to be paid) all Taxes shown as due and payable on the Seller's Returns ("**Seller's Taxes**").

(c) Purchaser and Seller agree that if the Company is permitted under any applicable state or local income tax law to treat the Closing as the last day of a taxable period, Purchaser and Seller shall treat (and cause their respective affiliates to treat) the Closing as the last day of a taxable period.

4.3 PURCHASER'S RETURNS AND TAXES. Purchaser shall timely prepare and file (or cause to be prepared and filed) all Tax Returns required by law of the Company that are not required to be prepared and filed by Seller pursuant to Section 4.2 ("**Purchaser's Returns**"). Purchaser shall timely pay or cause to be paid all Taxes relating to Purchaser's Returns ("**Purchaser's Taxes**").

4.4 TAX COOPERATION. Purchaser and Seller shall reasonably cooperate with the other in connection with the preparation of all Tax Returns with respect to the Company and with any tax investigation, audit or other proceeding related to the Company. Purchaser and Seller and their subsidiaries shall preserve all information, returns, books, records, and documents relating to any liabilities for Taxes with respect to a taxable period until the later of the expiration of all applicable statutes of limitation and extensions thereof, or the conclusion of all litigation with respect to Taxes for such period.

4.5 TAX INDEMNIFICATION.

(a) After the Closing, Seller shall indemnify and hold harmless Purchaser from and against (i) any Taxes related to Seller's Returns; (ii) any Taxes related to Purchaser's Returns attributable to or apportioned to any period on or before the Closing; and (iii) any increase in Tax liability resulting from any Company being severally liable for any Taxes of Seller's or any other consolidated group of which the Company was a member on or before the Closing. Seller shall pay such amounts as it is obligated to pay to Purchaser under the preceding sentence within fifteen (15) days after payment of any applicable Tax liability by Purchaser or the Company.

(b) After the Closing Date, Purchaser shall indemnify and hold harmless Seller and its subsidiaries from and against any Tax liability with respect to Purchaser's Taxes that are allocable to or apportioned to a period after the Closing. Purchaser shall pay such amounts within fifteen (15) days after payment of any such Tax liability by Seller or its subsidiaries.

(c) If a period reflected in a Purchaser's Return includes a period prior to the Closing, the portion of Purchaser's Taxes attributable to the period on or before the Closing shall, in the case of real and personal property Taxes, be determined on basis of a ratable daily apportionment and, in the case of other Taxes, be apportioned based on the actual operations of the Company.

4.6 NOTIFICATION OF PROCEEDINGS; CONTROL; REFUNDS.

(a) In the event that Purchaser or the Company receives notice, whether orally or in writing, of any pending or threatened federal, state, local, municipal or foreign tax examinations, claims settlements, proposed adjustments, assessments or reassessments or related matters with respect to Taxes that could affect Seller, or if Seller receives notice of matters that could affect Purchaser or the Company, the party receiving notice shall notify in writing the potentially affected party within ten (10) days thereof. The failure of any party to give the notice required by this Section 4.6 shall not impair that party's rights under this Agreement except to the extent that the other parties demonstrate that they have been damaged thereby.

(b) Each of Seller and Purchaser (as applicable, the "Controlling Party") shall have the right to control any audit or examination by any taxing authority, initiate any claim for refund, file any amended return, contest, resolve and defend against any assessment, notice of deficiency or other adjustment or proposed adjustment relating to or with respect to those Tax Returns that each is required to prepare and file pursuant to Section 4.2 and Section 4.3; provided that, in the event that any such adjustment could have an adverse effect on the Tax liability of the other party (or affect the Purchaser by having an effect on the Tax liability of the Company) (the "Affected Party"), the Controlling Party: (i) shall give the Affected Party written notice of any such adjustment, (ii) shall permit the Affected Party to participate in the proceeding to the extent the adjustment may affect the Tax liability of the Affected Party and (iii) shall not settle or otherwise compromise such proceeding without the prior written consent of the Affected Party, which consent shall not be unreasonably withheld. Seller and Purchaser shall each be entitled to retain for its own account any refunds of Taxes attributable to those Tax Returns that each is required to prepare and file pursuant to Section 4.2 and Section 4.3 and shall pay to the other the amount of any refund to which the other is entitled within 15 days after the receipt of such refund.

4.7 TAX EFFECT OF PAYMENTS. Purchaser and Seller agree that any indemnification payments made pursuant to Section 4.5 shall be treated for tax purposes as an adjustment to the Purchase Price unless otherwise required by applicable law.

ARTICLE V: OBLIGATIONS OF PARTIES

5.1 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations and warranties made by each party in this Agreement and in each Schedule or in any of the Related Agreements shall survive the Closing and for a period of two (2) years after the Closing notwithstanding any investigation at any time made by or on behalf of the other party, provided that no time limitation shall be applicable with respect to any claims relating to the Non-Assumed Obligations or a claim of fraud against any party, or a claim pursuant to Section 4.5 hereof. All representations and warranties related to any claim asserted in writing prior to the expiration of the applicable survival period shall survive (but only with respect to such claim) until such claim shall be resolved and payment in respect thereof, if any is owing, shall be made.

5.2 INDEMNIFICATION.

(a) The Seller shall indemnify and defend and hold harmless Purchaser, and its respective officers, directors, employees, agents, representatives and affiliates against and with respect to any and all damages, claims, losses, penalties, liabilities, actions, fines, costs and expenses (including,

without limitation, reasonable attorney's fees and expenses) (all of the foregoing hereinafter collectively referred to as a "Loss"), regardless of whether an action has been filed or asserted against Purchaser after the Closing, arising from, in connection with or with respect to the following items:

(i) any misrepresentation or breach of warranty under this Agreement or any Related Agreements.

(ii) any failure to fulfill any agreement or covenant on the part of the Seller or Company in this Agreement.

(iii) any Loss arising out of the operation or ownership of the Assets or the operation of the Business prior to the Closing.

(iv) any assertion or claim against Purchaser of any Non-Assumed Obligations, and

(v) any and all actions, suits, proceedings, judgments, settlements (to the extent approved or entered into by Seller or Company as hereinafter provided), costs, penalties and legal and other expenses incident to any of the foregoing.

(b) The Purchaser shall indemnify and defend and hold harmless Seller and its respective officers, directors, employees, agents and affiliates against and with respect to any and all Losses, regardless of whether an action has been filed or asserted against Seller after the Closing, arising from, in connection with or with respect to the following items:

(i) any misrepresentation, breach of any warranty, or failure to fulfill any agreement or covenant on the part of the Purchaser under this Agreement or any Related Agreements.

(ii) any Loss arising out of the operation or ownership of the Assets or the operation of the Business after the Closing, and

(iii) any and all actions, suits, proceedings, judgments, settlements (to the extent approved or entered into by Purchaser as hereinafter provided), costs, penalties and legal and other expenses incident to any of the foregoing.

(c) Any claim for indemnification under this Section 5.2 must be asserted by written notice by a date which is two (2) years following the Closing, except that any claim relating to the Non-Assumed Obligations or fraud may be asserted with no such time limitation.

(d) If any action or proceeding be commenced, or if any claim, demand or assessment be asserted, in respect of which any party ("Indemnitee") proposes to hold any other party ("Indemnitor") liable under the indemnity provisions of this Section 5.2 (a "Claim"), then if the Indemnitor shall, at its option, acknowledge its indemnification obligation and notify indemnitee of its election to contest or defend any such Claim, such Indemnitor shall be entitled, at its sole cost and expense, to contest or defend the same with counsel of its own choosing, and Indemnitee shall not admit any liability with respect thereto or settle, compromise, pay or discharge the same without the prior written consent of the Indemnitor so long as any Indemnitor is contesting or defending the same in good faith, and Indemnitee (and its successors and assigns) shall cooperate with the Indemnitor in the contest or defense thereof (and the Indemnitor shall reimburse Indemnitee for the Indemnitee's reasonable actual out-of-pocket expenses incurred in connection with such cooperation) and Indemnitee shall enter into any settlement with respect thereto recommended by Indemnitor so long as the amount of such settlement is paid by the Indemnitor and no obligation to perform or refrain from performing any act shall be imposed upon Indemnitee by reason thereof and such settlement otherwise is reasonable.

(c) Notwithstanding the foregoing, any Indemnitee shall be entitled to conduct its own defense at the reasonable cost and expense of the Indemnitor if not doing so would materially prejudice the Indemnitee due to the nature of any claims or counterclaims presented or by virtue of a conflict between the interest of the Indemnitee and the Indemnitor, and provided further that in any event the Indemnitee may participate in such defense at its own expense. If Indemnitee shall have given Indemnitor at least thirty (30) days prior written notice that it intends to assume the defense of any Claim and if the indemnitor fails to assume the defense of such Claim as provided above by the end of such thirty (30) day period or such later reasonable time (which shall be such period of time as will not result in prejudice to the rights of the Indemnitee), then the Indemnitee shall have the right to prosecute and conduct its own defense by counsel of its choice, and in connection therewith shall have full right to conduct the defense thereof and to enter into any compromise or settlement thereof with the consent of the Indemnitor (which shall not unreasonably be withheld, conditioned or delayed). Such defense shall be at the cost and expense of the Indemnitor if it is subsequently determined that the Indemnitor was obligated to defend or indemnify the Indemnitee with respect to such action, proceeding, claim, demand or assessment.

(f) Any claim of indemnification against Seller shall, once such claim has been resolved by written agreement or has culminated in a final nonappealable determination rendered either by binding arbitration or by a court of competent jurisdiction, be satisfied by offsetting such amount against the Seller Note; provided that, if any amount under the Seller Note is otherwise due and payable to Seller while any such claim is outstanding, Purchaser shall pay into an interest bearing escrow account the amount of the indemnification which Purchaser in good faith claims to be owing from Seller, rather than paying such amount to Seller, until such claim is resolved. If there remains unsatisfied claims after such offset, Purchaser shall have full recourse against the Seller for payment of such balance.

5.3 DELIVERY OF RECORDS. On the Closing, Seller shall deliver, cause to be delivered, or make available to Purchaser all records and files then in Seller's possession relating to the operation of the Company.

5.4 ACCESS TO RECORDS. After the Closing, at reasonable times and on reasonable notice, each party shall have access to the other party's books and records pertaining to such party's operations which were delivered to the other party (and shall be permitted to make copies of any portion thereof), and each party shall retain such books and records for a period of six (6) years after the Closing, except as hereinafter provided. During such six (6) year period, each party shall notify the other party of its intention to dispose of or destroy any of such books and records and, upon the other party's request, shall deliver such books and records to such party.

5.5 COOPERATION - FURTHER ASSISTANCE. From time to time, as and when reasonably requested by Purchaser or Seller, respectively, after the Closing, the other of them will execute and deliver, or cause to be executed and delivered, all such documents, instruments and consents and will use reasonable efforts to take all such other action as may be reasonably necessary to carry out the intent and purposes of this Agreement, and, with respect to a request by Purchaser, to vest in Purchaser good title to, possession of and control of all of the Assets.

5.6 NON DISPARAGEMENT. The Seller shall not engage in any conduct or make any statements, either written or oral, that are in any manner disparaging with respect to the Company or the Purchaser.

5.7 RESIGNATION OF OFFICER AND MANAGERS. At the Closing the all of the officers and managers of the Company shall resign from their positions effective as of the Closing.

5.8 BANK ACCOUNTS. At the Closing all signatories on the Bank Accounts set forth on SCHEDULE 5.8 shall have their signatures removed from the Bank Accounts and Purchaser shall substitute new signatures in their place.

5.9 BREACH OF ARTICLE II OR ARTICLE V. Any claim of breach against Seller for a violation of any of the covenants or representations contained in wither Article II or Article V shall, once such claim has been resolved by written agreement or has culminated in a final determination rendered either by binding arbitration or by a court of competent jurisdiction, be satisfied by offsetting such amount against the Seller Note; provided that, if any amount under the Seller Note is otherwise due and payable to Seller while any such claim is outstanding, Purchaser shall pay into an interest bearing escrow account the amount of the indemnification which Purchaser in good faith claims to be owing from Seller, rather than paying such amount to Seller, until such claim is resolved. If there remains unsatisfied claims after such offset, Purchaser shall have full recourse against the Seller for payment of such balance.

ARTICLE VI: CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Assets" shall mean all of the tangible and intangible assets of the Company as of the Closing.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and interpretations thereunder.

"Governmental Authority" means any nation or country (including but not limited to the United States) and any state, commonwealth, territory or possession thereof and any political subdivision of any of the foregoing, including but not limited to courts, departments, commissions, boards, bureaus, agencies, panels, ministries or other instrumentalities.

"Indebtedness" means all obligations, contingent or otherwise, whether current or long-term, which would be classified upon the obligors, balance sheet as liabilities (other than deferred taxes) and shall also include capitalized leases, guarantees, endorsements (other than for collection in the ordinary course of business) or other arrangements whereby responsibility is assumed for the obligations of others, including any agreement to purchase or otherwise acquire the obligations of others or any agreement, contingent or otherwise, to furnish funds for the purchase of goods, supplies or services for the purpose of payment of the obligations of others, other than accounts or trade payables in the ordinary course of business.

"Knowledge of the Seller" or **"Seller's Knowledge"** means the actual knowledge of with respect to the matter in question of Seller.

"Legal Requirements" means, when described as being applicable to any Person, any and all laws (statutory, judicial or otherwise) (including, but not limited to, OSHA, HIPAA, the statutes recodified or enacted by the federal Medicare and Medicaid Patient and Program Protection Act of 1987 and the Americans With Disabilities Act of 1990) ordinances, regulations, judgments, orders, directives, injunctions, writs, decrees or awards of, and any contracts, agreements or undertakings with, any Governmental Authority, in each case as and to the extent applicable to such Person or such Person's business, operations or properties.

"Lien" shall mean any mortgage, deed of trust, pledge, security interest, encumbrance, lien or charge of any kind (including any agreement to give any of the foregoing, any conditional sale or other

title retention agreement, any lease in the nature thereof, and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction).

"Material Adverse Change" or **"Material Adverse Effect"** means a material adverse change in, or the occurrence of any event which will or would have a material adverse change in the assets, properties, liabilities, business, affairs, results of operations, financial condition of the Company or Purchaser, as the case may be, taken as a whole.

"Person" means an individual, corporation, partnership, joint venture, trust or unincorporated organization or a government or agency or political subdivision thereof.

"Related Agreements" mean any other agreements or instruments to be executed in connection herewith or therewith.

"Taxes" means all federal, state, local, and foreign income, payroll, withholding, excise, sales, use, real and personal property, use and occupancy, business and occupation, mercantile, real estate, capital stock, franchise and other taxes, including interest and penalties thereon and all estimated taxes.

"Tax Returns" means all returns or reports, including accompanying schedules, with respect to Taxes.

ARTICLE VII: MISCELLANEOUS

7.1 AMENDMENTS AND WAIVERS. This Agreement may not be amended, nor any provision hereof waived, unless such amendment or waiver is approved in writing by Purchaser and Seller. No delay in the exercise of any rights hereunder shall operate as a waiver of any rights of Purchaser.

7.2 NOTICES. All notices, requests, consents, reports and demands shall be in writing and shall be hand delivered, sent by facsimile or other electronic medium, or mailed, postage prepaid, to Purchaser or to the Seller at the address set forth in the signature block below or to such other address as may be furnished in writing to the other parties hereto. A notice shall be deemed effective (i) upon delivery if by hand (ii) on the date faxed or electronically transmitted, if confirmation of such transmission is obtained, and (iii) upon the third day following mailing as set forth above.

7.3 EXPENSES. Each of the parties to this Agreement shall bear its own expenses incurred in connection with the negotiation, preparation, execution and closing of this Agreement and the transactions contemplated hereby (it being understood that Seller shall bear all costs and expenses of the Company).

7.4 INDEMNIFICATION FOR BROKER FEES. The Seller agrees to indemnify and save harmless Purchaser, and the Purchaser agrees to indemnify and save harmless the Seller, and its partners, officers, directors, employees and agents, from and against any and all actions, causes of action, suits, losses, liabilities and damages, and expenses (including, without limitation, reasonable attorney's fees and disbursements in connection therewith) for any brokers or finders fees arising with respect to brokers or finders engaged by the non-indemnifying party.

7.5 COUNTERPARTS. This Agreement and any exhibit hereto may be executed in multiple counterpart, each of which shall constitute an original but all of which shall constitute but one and the same instrument. One or more counterparts of this Agreement or any exhibit hereto may be delivered via telecopier, facsimile or PDF-scanned electronic signature, with the intention that they shall have the same effect as an original counterpart hereof.

7.6 EFFECT OF HEADINGS. The article and section headings herein are for convenience only and shall not affect the construction hereof.

7.7 FURTHER ASSURANCES. Each of the parties shall execute and deliver such documents, and take such other action, as shall be reasonably requested by any other party hereto to carry out the transactions contemplated by this Agreement.

7.8 GOVERNING LAW; ARBITRATION. This Agreement shall be deemed a contract made under the laws of the State of Florida and together with the rights and obligations of the parties hereunder, shall be construed under and governed by the laws of such State. Other than with respect to injunctive equitable relief sought by either party to this Agreement all disputes arising after the Closing in connection with this Agreement shall be finally settled under the Rules of the American Arbitration Association (the "Rules") by three (3) arbitrators appointed in accordance with said Rules. Any such arbitration shall be held pursuant to the Laws of the State of Florida unless the parties hereto mutually agree in writing upon some other location for arbitration. The arbitrators shall not be empowered to award punitive, exemplary and/or consequential damages to any party. There shall be no consolidation of this arbitration with any other dispute or proceeding involving third parties. The provisions of this Agreement shall prevail in case of inconsistency between the Rules and this Agreement.

7.9 ATTORNEYS' FEES. In the event that a suit for the collection of any damages resulting from, or for the injunction of any action constituting, a breach of any of the terms or provisions of this Agreement, then the prevailing party shall pay all reasonable costs, fees (including reasonable attorneys' fees) and expenses of the non-prevailing party.

7.10 ENTIRE AGREEMENT. This Agreement (including exhibits and schedules), constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and shall supersede all prior negotiations, understandings, agreements, arrangements and understandings, both oral and written, among the parties hereto with respect to such subject matter.

7.11 SEVERABILITY. The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, or subsection or subsections had not been inserted.

7.12 BINDING EFFECT AND ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns; but neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date set forth in the first paragraph.

COMPANY:

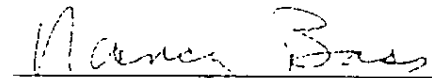
IMPACT BEHAVIORAL HEALTH, LLC

By: Nancy Bass
Nancy Bass, as its Manager

1965 Capital Circle NE
Suite 102
Tallahassee, Florida 32308

SELLER:


NANCY BASS, LMHC



Nancy Bass, personally
1965 Capital Circle NE
Suite 102
Tallahassee, Florida 32308

PURCHASER:

INTERNAL MEDICINE & PEDIATRICS
ASSOCIATES OF TALLAHASSEE, INC.

By: 
Yvette Mignon, M.D., as President
1965 Capital Circle NE
Tallahassee, Florida 32308

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS ASSIGNMENT MEMBERSHIP INTEREST (this "**Assignment**") is effective as of 12:01:00 a.m. on November 1, 2017 (the "**Effective Date**"), by and among Nancy Bass, LMHC ("**Transferor**") and INTERNAL MEDICINE & PEDIATRICS ASSOCIATES OF TALLAHASSEE, INC. d/b/a HEALTH & WELLNESS CENTERS OF NORTH FLORIDA, a Florida corporation ("**Transferee**").

BACKGROUND STATEMENT

Effective as of 12:00:00 a.m. on the Effective Date, Transferor owned one hundred percent (100%) of the total membership interest of IMPACT BEHAVIORAL HEALTH, LLC, a Florida limited liability company (the "**Company**"). Effective as of 12:01:00 a.m. on the Effective Date, Transferor desires for Transferee to purchase all of her membership interest in the Company, representing one hundred percent (100%) of the total membership interest the Company (the "**Transferred Interest**") pursuant to the terms hereof.

STATEMENT OF AGREEMENT

In consideration of the mutual agreements set forth in this Assignment and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by the parties, the parties hereby covenant and agree as follows:

1. Assignment. Effective as of 12:01:00 a.m. on the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby assigns and transfers to Transferee the Transferred Interest and Transferee hereby accepts such assignment and transfer of the Transferred Interest from Transferor.

2. Transferor's Representations. Transferor hereby represents and warrants to Transferee as follows: Transferor owns the Transferred Interest free and clear of any lien, claim or encumbrance of any kind. This Assignment shall transfer to Transferee the Transferred Interest in full, free and clear of any lien, pledge or other encumbrance or claim. Transferor is an individual subject to the laws of the State of Florida. Transferor has full power and authority to execute, deliver and perform its obligations under this Assignment. Transferor has duly and validly executed and delivered this Assignment, and this Assignment constitutes the legal, valid and binding obligations of Transferor, enforceable in accordance with its terms.

3. Transferee's Representations. In connection with the transfer of the Transferred Interest, Transferee hereby certifies, represents and warrants to Transferor as follows: Transferee is a corporation, duly formed, validly existing, and in good standing under the laws of the State of Florida. Transferee has full power and authority to execute, deliver and perform its obligations under this Assignment. Transferee has duly and validly executed and delivered this Assignment, and this Assignment constitutes the legal, valid and binding obligations of Transferee, enforceable in accordance with its terms.

4. Further Assurances. Transferor and Transferee agree to execute such further documents and instruments and to take such further actions as the other party shall reasonably request to effect and implement this Assignment and the transactions contemplated herein.

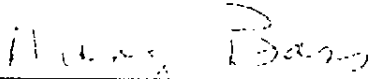
5. Miscellaneous. Each party shall bear its costs and expenses in connection with the execution, consummation and performance of this Assignment. This Assignment expresses the entire

agreement between the parties hereto, and supersedes any and all prior agreements relating to the subject matter hereof. This Assignment may not be modified, amended or supplemented except by a writing signed by the parties hereto, and such writing must refer specifically to this Assignment. This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same document. Any signature delivered by facsimile shall be deemed an original. This Assignment is given in, and shall be interpreted, construed and enforced according to the substantive law of, the State of Florida without giving effect to its principles of choice of law or conflicts of law.

IN WITNESS WHEREOF, Transferor and each Transferee have executed and delivered this Assignment on the Effective Date.

TRANSFEROR

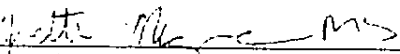
NANCY BASS, LMHC



Nancy Bass, personally
1965 Capital Circle NE
Suite 102
Tallahassee, Florida 32308

TRANSFeree

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