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(Requestor's Name)

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(City/State/Zip/Phone #)

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☐ WAIT

☐ MAIL

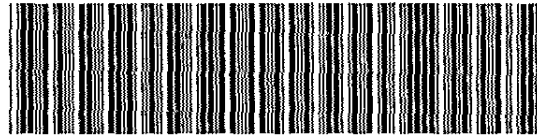
(Business Entity Name)

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Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Merger

10/4/07

Dc

**Preston J. Shea**, B.A., MBA, LL.B.  
Attorney at Law

3104 East Camelback Rd  
Suite 427, Phoenix, AZ  
USA 85016  
[SheaMerger@gmail.com](mailto:SheaMerger@gmail.com)

1 Yonge Queen St., Suite 1800  
Toronto, Ontario  
Canada M5E 1W7  
Tel: (416) 214-7599, Fax: (416) 352-1416

August 28, 2007

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

Dear Sir/Madam:

Re: Short Form Merger and Plan of Merger, HearAtlast Holdings, Inc. Surviving Corporation

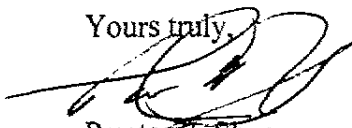
Attached for your review and approval are short form merger documents and the Plan of Merger for AtLast Pain & Injury, Inc., a Florida corporation and HearAtlast Holdings, Inc., a State of Nevada corporation with the latter corporation being the surviving corporation.

We are requesting return of a certified copy of approved documents in this matter.

Enclosed is a check in the amount of USD\$113.75 representing the fees in this matter. In event there is any error in this matter, kindly advise us by telephone so that we might not experience delay in this filing and we will arrange immediate correction in the matter.

We look forward your approval in this matter and return of the certified copy as requested.

Yours truly,



Preston J. Shea  
Corporate Counsel

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** HearAtlast Holdings, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Preston J. Shea

(Contact Person)

HearAtlast Holdings, Inc.

(Firm/Company)

1 Eva Road, Ste 109,

(Address)

Toronto, ON Canada M9C 4Z5

(City/State and Zip Code)

For further information concerning this matter, please call:

Preston J. Shea

(Name of Contact Person)

At ( 416 ) 622-9207

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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



Copy

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

September 19, 2007

PRESTON J. SHEA  
3104 EAST CAMELBACK ROAD  
SUITE 427  
PHOENIX, AZ 85016

SUBJECT: ATLAST PAIN & INJURY SOLUTIONS INC.  
Ref. Number: P02000129415

We have received your document for ATLAST PAIN & INJURY SOLUTIONS INC. and your check(s) totaling \$113.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The merger submitted was prepared in compliance with section 607.1109 Florida Statutes which provides for mergers between domestic corporations and other business entities as defined in section 607.1108, Florida Statutes. Pursuant to section 607.1108(7), Florida Statutes, any merger consisting solely of the merger of one or more domestic corporations with or into one or more foreign corporations shall be consummated solely in accordance with section 607.1107, Florida Statutes. Section 607.1107, Florida Statutes then refers you to section 607.1105, Florida Statutes. Enclosed is a merger form for your convenience.

The current name of the entity is as referenced above. Please correct your document accordingly.

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

The above listed corporation was administratively dissolved or its certificate of authority was revoked for failure to file its 2007 corporate annual report form. To reinstate, the corporation must submit a completed reinstatement application, annual report and the appropriate fees.

The fees to reinstate the corporation are as follows: \$600.00 reinstatement fee, \$61.25 filing fee per year for the years 2007 through the current year, \$88.75 corporate supplemental fee for 1992 and every year thereafter.

Therefore, the total amount due to reinstate the corporation is \$750.00. Add an additional \$8.75 for each certificate of status requested. ✓

The total amount due includes the 2007 Annual Report and Supplemental Fee.

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

If you have any questions concerning the filing of your document, please call  
(850) 245-6906.

Darlene Connell  
Document Specialist

Letter Number: 807A00055149

## ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
HearAtlast Holdings, Inc.	Nevada	

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Atlast Pain & Injury Solutions Inc.	Florida	
HearAtlast Holdings, Inc.	Nevada	

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** 03 / 10 / 2007 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on July 16, 2007.

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on July 16, 2007.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

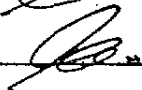
Typed or Printed Name of Individual & Title

HearAtlast Holdings, Inc.



Matteo Sacco

Atlast Pain & Injury Solutions Inc.



Matteo Sacco

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## **AGREEMENT AND PLAN OF MERGER**

**ATLAST PAIN & INJURY SOLUTIONS, INC.,**  
A Florida corporation,  
Merging with and into

**HEARATLAST HOLDINGS, INC.,**  
A Nevada corporation,  
The surviving entity

**[Filed concurrently with Certificates of Merger in Nevada and Florida]**

This Agreement and Plan of Merger (this "Agreement"), entered into as of AUGUST 27, 2007, is by and between HearAtLast Holdings, Inc. formerly 226 Music Group, Inc. a Nevada corporation (hereinafter referred to as the "HRAL") and AtLast Pain & Injury Solutions Inc., a Florida Corporation (hereinafter referred to as "APIJ") pursuant to Section 607.1101 of the Florida Statutes (the "FLS") and Article 92A.100 of the Nevada Revised Statutes (the "NRS"), respectively.

WHEREAS, the respective Boards of Directors of HRAL and APIJ have adopted resolutions approving and adopting the proposed merger (the "Merger") of APIJ with and into HRAL upon the terms and conditions hereinafter set forth in this Agreement; and

WHEREAS, APIJ and HRAL intend that the Merger of APIJ with and into HRAL as a tax-free reorganization under the provisions of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder; and

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained, and on the terms and subject to the conditions herein set forth, the parties hereby agree as follows:

### **ARTICLE I**

#### **THE MERGER**

**Section 1.1 - The Merger.** Subject to the terms and conditions of this Agreement, on the Effective Date, APIJ will be merged with and into HRAL, the separate existence of APIJ shall thereupon cease and HRAL's name shall remain "HearAtLast Holdings, Inc." (HRAL) shall be the "Surviving Corporation" in the Merger, and shall continue its existence under the new name under the laws of the State of Nevada. The Merger shall have the effects set forth in Article 92A.100 of the NRS and Section 607.1101 of the FLS.

**Section 1.2 - Effective time of the Merger.** The parties hereto shall cause Articles of Merger (the "Articles of Merger") that meet the requirements of the applicable provisions of the NRS and a Certificate of Merger (the "Certificate of Merger") that meets the requirements of the applicable provisions of the FLS to be properly executed and filed with the Secretary of



State of Nevada and Texas on the Closing Date. The Merger shall be effective upon the later of either (a) the time of acceptance of the filing of the Articles of Merger with the Secretary of State of Nevada; or (B) the time of acceptance of the filing of the Certificate of Merger with the Secretary of State of Florida in accordance with the respective state law requirements; or at such later time which the parties hereto shall have agreed upon and designated in such filing as the effective time of the Merger (the "Effective Date"). The Parties shall cause the Articles of Merger and the Certificate of Merger to be executed and filed as aforesaid on the Closing Date upon the satisfaction or waiver of the conditions contained in Articles VII and VIII.

Section 1.3 The Surviving Corporation.

(a) Articles of Incorporation. The Articles of Incorporation of the HIRAL shall be the Articles of Incorporation of the Surviving Corporation.

(b) Bylaws. The Bylaws of HRAL as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation.

(c) Directors and Officers. The directors and officers of the Surviving Corporation shall be as set forth on Exhibit "A" from the effective date until their respective successors are duly elected or appointed and qualify in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Corporation, or as otherwise provided by law.

Section 1.4 Conversion of Shares. At the Effective Date, by virtue of the Merger and without any action on the part of HRAL and/or any holder of APIJ common stock, subject to the limitations contained herein, including but not limited to Section 1.7, all shares of common stock of APIJ ("APIJ Common Stock") which are issued and outstanding immediately prior to the Effective Date shall be automatically converted into the right to receive shares of fully paid and non-assessable common stock of HRAL (the "HIRAL Common Stock") on a one (1) share for one (1) share basis and the holders of warrants for the purchase of APIJ common stock shall receive warrants for the purchase of HRAL common stock on substantially the same terms as set forth in the APIJ warrants. As of AUGUST 27, 2007, APIJ had EIGHTY MILLION (80,000,000) common shares of APIJ common stock outstanding. On the Effective Date, assuming no change in the number of APIJ shares the shareholders of APIJ will have the right to receive EIGHTY MILLION (80,000,000) shares of common stock of HIRAL immediately issued to them, pro rata, in proportion to their respective ownership of APIJ common stock held by them immediately prior to the Effective Date.

### Section 1.5 Exchange of Certificates.

(a) As soon as reasonably practicable after the Effective Date, HRAL shall mail to each holder of APIJ Common Stock (i) a letter of transmittal containing customary provisions (the "Letter of Transmittal"), which shall specify that delivery shall be effected, and risk of loss and title to the certificate or certificates representing such APIJ Common Stock (the "Certificates") shall pass, only upon delivery of the Certificates to HRAL and shall otherwise be in such form and contain such other provisions as HRAL may reasonably specify, and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration. Upon surrender of such Certificate or Certificates for cancellation to HRAL or to such agent or agents as may be appointed by HRAL, together with the Letter of Transmittal, duly executed, for each share formerly represented by each such Certificate, HRAL shall promptly deliver to each such Stockholder certificates representing the shares of HRAL Common Stock in accordance with Section 1.4 hereof.

(b) In the event that any certificates for any shares of HRAL Common Stock are to be issued in a name other than that in which the Certificates representing shares of APIJ Common Stock surrendered in exchange therefor are registered, it shall be a condition of such exchange that the certificate or certificates so surrendered shall be properly endorsed with a medallion guarantee or be otherwise in proper form for transfer and that the Person requesting such exchange shall pay to HRAL any transfer or other taxes required by reason of the issuance of certificates for such shares of HRAL Common Stock in a name other than that of the registered holder of the Certificate surrendered, or shall establish to the satisfaction of the HRAL that such tax has been paid or is not applicable.

(c) Until surrendered, Certificates representing shares of APIJ Common Stock shall represent solely the right to receive HRAL Common Stock in accordance with Section 1.4, and after the Effective Date, if applicable, any dividends or other distributions with respect to HRAL Common Stock, in each case, without any interest thereon with respect to HRAL Common Stock. Neither HRAL nor any Party hereto shall be liable to a holder of shares of APIJ Common Stock for any amount properly delivered to a public official pursuant to any applicable escheat laws. If any Certificates representing shares of APIJ Common Stock entitled to be exchanged for HRAL Common Stock in accordance with Section 1.4 hereof shall not have been surrendered for such exchange prior to the first anniversary of the Closing Date, such shares of APIJ Common Stock shall, to the extent permitted by applicable law, be deemed to be cancelled and no HRAL Common Stock shall be due to the holder thereof in accordance with Section 1.4. Notwithstanding the foregoing, neither HRAL nor any Party hereto shall be liable to a holder of shares of APIJ Common Stock for any amount properly delivered to a public official pursuant to any applicable escheat laws.

Section 1.7 Dissenting Shares. Each share of APIJ Common Stock issued and outstanding immediately prior to the Effective Date not voted in favor of the Merger, the holder of which has given written notice of the exercise of dissenter's rights and has perfected such rights as required by the Nevada Revised Statutes, is herein called a "Dissenting Share." Dissenting Shares shall not be converted into or represent the right to receive HRAL Common Stock pursuant to Section 1.4 and shall be entitled only to such rights as are available to such

holder pursuant to the Nevada Revised Statutes, unless the holder thereof shall have withdrawn or forfeited his dissenter's rights. Each holder of Dissenting Shares shall be entitled to receive the value of such Dissenting Shares held by him in accordance with the applicable provisions of the Nevada Revised Statutes. HRAL will pay to any holder of Dissenting Shares such amount as such holder shall be entitled to receive in accordance with the applicable provisions of the Nevada Revised Statutes. If any holder of Dissenting Shares shall effectively withdraw or forfeit his dissenter's rights under the Nevada Revised Statutes, such Dissenting Shares shall be converted into the right to receive HRAL Common Stock in accordance with Section 1.4.

Section 1.8 Tax-Free Reorganization. The parties hereto intend that the Merger shall constitute reorganization within the meaning of Section 368 of the Code. The parties hereto adopt this Agreement as a "Plan of Merger and Reorganization" within the meaning of Section 1.368-2(g) and 1.368-3(a) of the Treasury Regulations promulgated thereunder.

Section 1.9 Further Documents. Each party hereto will, either prior to or after the Effective Date, execute such further Documents, instruments, deeds, bills of sale, assignments and assurances and take such further actions as may reasonably be requested by one or more of the other parties to consummate the Merger, to vest the Corporation with full title to all assets, properties, privileges, rights, approvals, immunities and franchises of APIJ, or to effect the other purposes of this Agreement.

Section 1.10 Adjustment of Exchange Ratio. The Exchange Ratio shall be adjusted in the event of any consolidation, reorganization, recapitalization, stock split, stock dividend or other like event that occurs between the date of this Agreement and the Closing Date, with respect to the HRAL Common Stock.

Section 1.11 Closing Date. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place (i) at the Law Offices of Preston Shea, Esq., on FRIDAY, AUGUST 31, 2007 at 10:00 a.m. local time, or (ii) at such other time and place as APIJ and the HRAL shall agree (the "Closing Date").

Section 1.12 Closing of APIJ's Transfer Books. At the Effective Date, the stock transfer books of the APIJ shall be closed and no transfer of shares of APIJ Common Stock or APIJ Warrants shall be made thereafter.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES OF HRAL**

Except as otherwise provided, HRAL represents and warrants that the following are true and correct as of the date hereof and will be true and correct through the Closing Date as if made on that date (it being acknowledged and agreed that indemnification for any breaches of the representations and warranties set forth in this Article II shall be as provided in Article X below):

Section 2.1 Organization and Good Standing; Qualification. HRAL is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, with all requisite corporate power and authority to carry on the business in which it is engaged, to own the properties it owns, to execute and deliver this Agreement and to consummate the transactions contemplated hereby. HRAL is duly qualified and licensed to do business and is in good standing in all jurisdictions where the nature of its business makes such qualification necessary.

Section 2.2 Capitalization. The authorized capital stock of HRAL consists of Five Hundred Million (200,000,000) shares of common stock, par value \$.0001 per share and 20,000,000 million shares of preferred stock @0.0001 par value.

Section 2.3 Authorization and Validity. The execution, delivery and performance by HRAL of this Agreement and the other agreements contemplated hereby, and the consummation of the transactions contemplated hereby and thereby, have been or will be approved and duly authorized by all directors and the holders of a majority of the issued and outstanding common stock of HRAL pursuant to the laws of the State of Nevada. This Agreement and the Related Agreements have been, or will be as of the Closing Date, duly executed and delivered by HRAL and constitute, or will constitute legal, valid and binding obligations of HRAL, enforceable against HRAL in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies, subject to approval by the shareholders of HRAL. The merger of APIJ with and into HRAL as set forth herein will not impair the ability or authority of HRAL to carry on its business as now conducted in any respect.

Section 2.4 No Violation. Neither the execution, delivery or performance of this Agreement or the Related Agreements nor the consummation of the transactions contemplated hereby or thereby will (a) conflict with, or result in a violation or breach of the terms, conditions or provisions of, or constitute a default under, the Articles of Incorporation or Bylaws of HRAL or any agreement, indenture or other instrument under which HRAL is bound or to which HRAL Common Stock are subject, or result in the creation or imposition of any security interest, lien, charge or encumbrance upon HRAL Common Stock of HRAL, or (b) violate or conflict with any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over HRAL Common Stock.

Section 2.5 Consents and Approvals. No consent, waiver, authorization or approval of any governmental entity, and no declaration or notice to or filing or registration with any governmental entity, is required in connection with the execution and delivery of this Agreement by HRAL or the performance by the HRAL of their obligations hereunder or thereunder, except for such consents, waivers, authorizations, approvals, declarations, notices, filings or registrations, which if not obtained or made would not have, a materially adverse effect on HRAL or prevent or materially delay the consummation of the transactions contemplated by this Agreement.

### ARTICLE III

#### **REPRESENTATIONS AND WARRANTIES OF APIJ**

APIJ, represents and warrants that the following are true and correct as of the date hereof and will be true and correct through the Closing Date as if made on that date (it being acknowledged and agreed that indemnification for any breaches of the representations and warranties set forth in this Article II shall be as provided in Article X below):

Section 3.1 Organization and Good Standing; Qualification. APIJ is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with all requisite corporate power and authority to carry on the business in which it is engaged, to own the properties it owns, to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

Section 3.2 Capitalization.

(a) As of the date hereof, Eighty Million (80,000,000) shares of APIJ common shares of APIJ Common Stock are currently issued and outstanding. No shares of APIJ preferred stock will be issued and outstanding as of the Closing Date. No warrants for APIJ common stock are currently outstanding and there are no contractual commitments to issue such warrants.

Section 3.3 Corporate Records. The copies of APIJ's Articles and Certificate of Incorporation, as amended and Bylaws, and all amendments thereto, that have been delivered to HRAL are true, correct and complete copies thereof, as in effect on the date hereof. The minute books of APIJ, copies of which have been delivered to HRAL, contain accurate minutes of all meetings of, and accurate consents to all actions taken without meetings by, the Board of Directors (and any committees thereof) and the shareholders of APIJ since the formation of APIJ.

Section 3.4 Authorization and Validity. The execution, delivery and performance by APIJ of this Agreement and the other agreements contemplated hereby, and the consummation of the transactions contemplated hereby and thereby, have been or will be approved and duly authorized by all directors and the holders of a majority of the issued and outstanding common stock of APIJ pursuant to the laws of the State of Texas. This Agreement and the Related Agreements have been or will be as of the Closing Date duly executed and delivered by APIJ and constitute or will constitute legal, valid and binding obligations of APIJ, enforceable against APIJ in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies, subject to approval by the shareholders of APIJ. The merger of APIJ with and into HRAL as set forth herein will not impair the ability or authority of APIJ to carry on its business as now conducted in any respect.

Section 3.5 No Violation. Neither the execution, delivery or performance of this Agreement or the Related Agreements nor the consummation of the transactions contemplated hereby or thereby will (a) conflict with, or result in a violation or breach of the terms, conditions or provisions of, or constitute a default under, the Articles of Incorporation or Bylaws of APIJ or any agreement, indenture or other instrument under which APIJ is bound or to which APIJ Common Stock or any of the assets of APIJ are subject, or result in the creation or imposition of any security interest, lien, charge or encumbrance upon APIJ Common Stock or any of the assets of APIJ, or (b) violate or conflict with any judgment, decree, order, statute, rule or regulation of any court or any public, governmental or regulatory agency or body having jurisdiction over APIJ Common Stock or the assets of APIJ.

Section 3.6 Consents. No consent, waiver, authorization or approval of any governmental entity, and no declaration or notice to or filing or registration with any governmental entity, is required in connection with the execution and delivery of this Agreement by APIJ or the performance by APIJ of their obligations hereunder or thereunder, except for such consents, waivers, authorizations, approvals, declarations, notices, filings or registrations, which if not obtained or made would not have, a materially adverse effect on APIJ or prevent or materially delay the consummation of the transactions contemplated by this Agreement..

(b) No Cancellation or Termination of Commitment. Except as contemplated hereby, APIJ has not received notice of any plan or intention of any other party to any Commitment to exercise any right to cancel or terminate any Commitment or agreement, and APIJ does not know of any fact that would justify the exercise of such a right. APIJ does not contemplate, or has no reason to believe any other person or entity currently contemplates, any amendment or change to any Commitment.

Section 3.9 Adverse Agreements. APIJ is not a party to any agreement or instrument or subject to any charter or other corporate restriction or any judgment, order, writ, injunction, decree, rule or regulation that materially and adversely affects, or may in the future materially and adversely affect, the condition (financial or otherwise), operations, assets, liabilities, business or prospects of APIJ.

Section 3.10 Insurance. APIJ does not carry workers' compensation or any such other types of insurance.

Section 3.11 Patents, Trademarks, Service Marks and Copyrights.

(a) Ownership. Except for the rights set forth in Section 3.10(a) above, APIJ does not own patents, trademarks, service marks or copyrights.

Section 3.12 Taxes.

(a) All tax returns that have been required to be filed by APIJ have been timely filed (taking into account duly granted extensions) and are true, correct and complete in all respects. APIJ is not currently the beneficiary of any extension of time within which to file any Return, and no claim has ever been made by any governmental authority in a jurisdiction where APIJ do not file Returns that APIJ is or may be subject to taxation by that jurisdiction, which claim has not been resolved as of the date hereof.

(b) All taxes of APIJ which have become due (without regard to any extension of the time for payment and whether or not shown on any Return) have been paid. APIJ has withheld and paid over all Taxes required to have been withheld and paid over by them and have complied with all information reporting and back-up withholding requirements relating to Taxes. There are no liens with respect to Taxes on any of the assets of APIJ, other than liens for Taxes not yet due and payable, and for which adequate reserves have been established in the unaudited Financial Statements.

Section 3.13 Compliance with Laws. APIJ has complied with all laws, regulations and licensing requirements and have filed with the proper authorities all necessary statements and reports. There are no existing violations by APIJ of any federal, state or local law or regulation that could affect the property or business of APIJ. APIJ possess all necessary licenses, franchises, permits and governmental authorizations to conduct its business as now conducted.

Section 3.14 Finder's Fee. APIJ has not incurred any obligation for any finder's, brokers or agent's fee in connection with the transactions contemplated hereby.

Section 3.15 Litigation. APIJ has not incurred any legal actions or administrative proceedings or investigations instituted or, to the knowledge of APIJ, threatened, against or affecting, or that could affect, APIJ, any of APIJ's Common Stock, or the business of APIJ. APIJ is not (a) subject to any continuing court or administrative order, writ, injunction or decree applicable specifically to APIJ or to their respective business, assets, operations or employees or (b) in default with respect to any such order, writ, injunction or decree. APIJ does know of any basis for any such action, proceeding or investigation.

Section 3.16 Accuracy of Information. APIJ states in connection with the transactions contemplated hereby are true, correct and complete in all material respects. Such information states all material facts required to be stated therein or necessary to make the statements therein, in light of the circumstances under which such statements are made, not misleading.

Section 3.17 Certain Payments. APIJ nor any director, officer or, to the knowledge of APIJ, employee, of APIJ has not paid or caused to be paid, directly or indirectly, in connection with the business of APIJ (a) to any government or agency thereof or any agent of any supplier or customer any bribe, kick-back or other similar payment; or (b) any contribution to any political party or candidate (other than from personal funds of directors, officers or employees not reimbursed by their respective employers or as otherwise permitted by applicable law).

## ARTICLE IV

### **COVENANTS OF APIJ**

APIJ hereby agrees that between the date hereof and the Closing:

Section 4.1 Consummation of Agreement. APIJ shall use their best efforts to cause the consummation of the transactions contemplated hereby, in accordance with their terms and conditions.

Section 4.2 Meeting of or Written Consent of Stockholders of APIJ. Following the execution of this Agreement, APIJ shall promptly take all action necessary in accordance with the FLS and the APIJ organizational documents, for the purpose of approving this Agreement and the transactions contemplated hereby, to convene a meeting of the APIJ security holders or to obtain the consent of the APIJ security holders by written action in lieu of a meeting. Currently, APIJ has only one shareholder of record, which is the parent corporation, HIRAL, all other shareholders having exchanged their shares in APIJ for a pro rata amount of the 80,000,000 shares issued in exchange therefor. Thus, written consent can be made by the single signature of the executive officer and sole director of the parent entity, HIRAL.

Section 4.3 Business Operations. APIJ shall operate their business in the ordinary course consistent with past practice. APIJ shall use their reasonable best efforts to preserve the business of APIJ intact, to retain the present customers, suppliers, creditors, officers and employees. APIJ shall not take any action that could adversely affect the condition (financial or otherwise), operations, assets, liabilities, business or prospects of APIJ or take or fail to take any action that would cause or permit the representations made in Article III to be inaccurate at the time of Closing or preclude HIRAL and APIJ from making such representations and warranties at the Closing.

Section 4.4 Material Change. APIJ shall promptly inform HIRAL in writing of any material adverse change in the condition (financial or otherwise), operations, assets, liabilities, business or prospects of APIJ or any subsidiary. Notwithstanding the disclosure to HIRAL of any such material adverse change, APIJ and HIRAL shall not be relieved of any liability for, nor shall the providing of such information by APIJ to HIRAL be deemed a waiver by HIRAL of, the breach of any representation or warranty of APIJ and HIRAL contained in this Agreement.

Section 4.5 Employee Matters. APIJ shall not, without the prior written approval of HIRAL, except as required by law:

- (a) increase the Cash Compensation of the employees;
- (b) adopt, amend or terminate any Compensation Plan;
- (c) adopt, amend or terminate any Employment Agreement;



- (d) adopt, amend or terminate any Employee Policies and Procedures;
- (e) institute, settle or dismiss any employment litigation;
- (f) enter into, modify, amend or terminate any agreement with any union, labor organization or collective bargaining unit; or
- (g) take or fail to take any action with respect to any past or present employee of APIJ that could adversely affect the business of APIJ.

Section 4.6 Employee Benefit Plans. Except as disclosed herein, APIJ shall not, without the prior written approval of IIRAL, except as required by law:

- (a) adopt, amend or terminate any Employee Benefit Plan;
  - (b) take any action that would deplete the assets of any Employee Benefit Plan, other than payment of benefits in the ordinary course to participants and beneficiaries;
  - (c) fail to pay any premium or contribution due or with respect to any Employee Benefit Plan;
  - (d) fail to file any return or report with respect to any Employee Benefit Plan;
- or
- (e) take or fail to take any action that could adversely affect any Employee Benefit Plan.

Section 4.7 Contracts. Except with IIRAL's prior written consent, APIJ shall not waive any right or cancel any contract, debt or claim nor assume, enter into, amend or modify any contract, lease, license, obligation, indebtedness, commitment, purchase or sale except in the ordinary course of business consistent with past practices.

Section 4.8 Mortgages, Leases, Liens and Guaranties. APIJ shall not, without the prior written approval of IIRAL, enter into or assume any mortgage, pledge, conditional sale or other title retention agreement, permit any security interest, lien, encumbrance or claim of any kind to attach to any of its assets, whether now owned or hereafter acquired, or guarantee or otherwise become contingently liable for any obligation of another, except obligations arising by reason of endorsement for collection and other similar transactions in the ordinary course of business consistent with past practice, or make any capital contribution or investment in any corporation, business or other person. APIJ shall not (a) enter into (or commit to enter into) any new lease or renew any existing lease of real property (except pursuant to commitments for such lease or lease renewal entered into prior to the date hereof); or (b) purchase or acquire or enter into any agreement to purchase or acquire any real estate.

Section 4.9 No Negotiation with Others. APIJ shall not solicit or participate in negotiations with (and APIJ shall use its best efforts to prevent any affiliate, shareholder, director, officer, employee or other representative or agent of APIJ from negotiating with, soliciting or participating in negotiations with) any third party with respect to the sale of the business of APIJ or any Subsidiary or any transaction inconsistent with those contemplated hereby, except to the extent necessary to comply with the fiduciary duties owed to APIJ's Shareholders under Nevada Law.

Section 4.10 Corporate Actions. No distribution, payment or dividend of any kind will be declared or paid by APIJ, nor will any repurchase or redemption of any capital stock of APIJ be approved or effected. APIJ shall make no offerings, issuances or grants of securities of APIJ, including but not limited to options, warrants and other securities convertible into HRAL's Common Stock. APIJ shall not (a) adopt or propose any change in their respective articles of incorporation or bylaws; (b) adopt a plan or agreement of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization; or (c) split, combine, reclassify or take similar action with respect to its capital stock.

Section 4.11 General. APIJ will not agree or commit to do any actions prohibited by this Agreement.

Section 4.12 Tax-Free Reorganization. Neither APIJ nor HRAL shall take any action prior to or after the Effective Date that could reasonably be expected to cause the Merger to fail to qualify as a "reorganization" under Section 368(a) of the Code.

## **ARTICLE V**

### **COVENENTS OF HRAL**

HRAL's agrees that between the date hereof and the Closing:

Section 5.1 Consummation of Agreement. HRAL shall use its best efforts to cause the consummation of the transactions contemplated hereby in accordance with their terms and conditions.

Section 5.2 Meeting of or Written Consent of Directors of HRAL. Following the execution of this Agreement, HRAL shall promptly take all action necessary in accordance with the NRS and the HRAL organizational documents, for the purpose of approving this Agreement and the transactions contemplated hereby, to convene a meeting of the HRAL Directors or to obtain the consent of the HRAL security holders by written action in lieu of a meeting. This action does not require written consent of the shareholders of HRAL as the capital structure of the parent company shall not be changed and there shall be no change in the respective rights of the HRAL security holders. This action constitutes a "short form merger" between a Nevada corporation and a wholly owned subsidiary which does not require an amendment to the corporate charter in Nevada.

Section 5.3 Consents and Approvals of Third Parties. HRAL shall (a) use commercially reasonable efforts to obtain all necessary consents, waivers, authorizations and approvals of all governmental entities, including, but not limited to, the SEC declaring effective the Registration Statement, and of all other Persons, required in connection with the execution, delivery and performance by HRAL of this Agreement, (b) diligently preparing and filing all documents required to be submitted by HRAL to any governmental entities, in connection with such transactions and in obtaining any governmental consents, waivers, authorizations or approvals which may be required to be obtained by HRAL in connection with such transactions (which shall include, without limitation, timely furnishing all information that counsel to HRAL determines is required to be included in such documents or would be helpful in obtaining such required consent, waiver, authorization or approval).

Section 5.4 General. HRAL will not agree or commit to do any actions prohibited by this Agreement.

## **ARTICLE VI**

### **ADDITIONAL COVENANTS OF THE PARTIES**

Section 6.1 Reorganization. The Parties intend that the Merger qualify as a reorganization within the meaning of Section 368(a) of the Code and will report it as such for federal, state and local income tax purposes. None of the Parties will knowingly take any action or fail to take any action, which action or failure to act would cause the Merger to fail to qualify as a reorganization within the meaning of Section 368(a) of the Code and the regulations promulgated thereunder.

## **ARTICLE VII**

### **CONDITIONS PRECEDENT TO CLOSING**

Except as may be waived in writing by HRAL, the obligations of APIJ hereunder are subject to the fulfillment at or prior to the Closing Date of each of the following conditions:

Section 7.1 Representations and Warranties. The representations and warranties of APIJ and HRAL contained herein shall have been true and correct in all respects when initially made and shall be true and correct in all material respects as of the Closing Date; and HRAL shall have received a certificate of the APIJ's President, dated as of the Closing Date, to the foregoing effect.

Section 7.2 Covenants and Conditions. APIJ and HRAL shall have performed and complied in all material respects with all covenants and conditions required by this Agreement to be performed and complied with by the APIJ and HRAL prior to the Closing Date; and HRAL shall have received a certificate of the APIJ's President, dated as of the Closing Date, to the foregoing effect.

Section 7.3 Proceedings. No action, proceeding or order by any court or governmental body or agency shall have been threatened, orally or in writing, asserted, instituted or entered to restrain or prohibit the carrying out of the transactions contemplated hereby.

Section 7.4 No Material Adverse Change. No material adverse change in the condition (financial or otherwise), operations, assets, liabilities, business or prospects of APIJ shall have occurred since the date of the most recent balance sheet included in the unaudited Financial Statements.

Section 7.5 Reserved.

Section 7.6 Approval by the Shareholders. This Agreement and the transactions contemplated hereby shall have been approved by the Shareholder and Director of APIJ and the Directors of HRAL pursuant to the laws of the respective jurisdiction of incorporation.

Section 7.7 Closing Deliveries. HRAL shall have received all Documents, duly executed in form satisfactory to HRAL and its counsel.

## **ARTICLE VIII**

### **CLOSING DELIVERIES**

Section 8.1 Deliveries of APIJ. At the Closing, APIJ and its Shareholder shall deliver to HRAL the following, all of which shall be in form and content satisfactory to HRAL and its counsel:

(a) a copy of resolutions of the Board of Directors and shareholders of APIJ authorizing the execution, delivery and performance of this Agreement and all related Documents and agreements, each certified by the Secretary of APIJ as being true and correct copies of the originals thereof subject to no modifications or amendments;

(b) all authorizations, consents, approvals, permits and licenses;

(c) executed Articles of Merger and Certificate of Merger to be respectively filed with the state of Nevada and the State of Texas to effectuate the Merger; and

(d) such other instrument or instruments of transfer as shall be necessary or appropriate, as HRAL or its counsel shall reasonably request, to vest in HRAL good and marketable title to the APIJ Common Stock.

Section 8.2 Deliveries of HRAL. At the Closing, HRAL shall deliver the following to APIJ or the appropriate party:

(a) a copy of the resolutions of the Board of Directors of HRAL authorizing the execution, delivery and performance of this Agreement and all related Documents and agreements and approving the issuance of the HRAL Common Stock to be issued hereunder, each certified by HRAL's Secretary as being true and correct copies of the originals thereof subject to no modifications or amendments;

## ARTICLE IX

### POST CLOSING MATTERS

Section 9.1 Further Instruments of Transfer. Following the Closing, at the request of HRAL, APIJ shall deliver any further instruments of transfer and take all reasonable action as may be necessary or appropriate to (a) vest in HRAL good and marketable title to the APIJ Common Stock and (b) carry out more effectively the provisions of this Agreement and to establish and protect the rights created in favor of the parties hereunder or thereunder.

Section 9.2 Indemnification of Directors and Officers.

(a) From and after the Effective Date and for a period of six (6) years thereafter, HRAL shall fulfill and honor in all material respects the indemnification obligations contained in the APIJ Articles of Incorporation or by-laws, as in effect immediately prior to the Effective Date.

(b) The provisions of this Section 9.2 are intended to be for the benefit of, and shall be enforceable by, each Person entitled to indemnification as set forth in Section 9.2(a) and the heirs and representatives of such Person. APIJ shall not permit the Surviving Corporation to dividend or distribute all or substantially all of its assets, or merge or consolidate with, or sell all or substantially all of its assets to, any other Person unless: (i) the Surviving Corporation ensures that the surviving or resulting entity will assume the obligations imposed by this Section 9.2; or (ii) HRAL agrees to assume the obligations of the Surviving Corporation imposed by this Section 9.2.

## ARTICLE X

### TERMINATION

Section 10.1 Termination by Parties. This Agreement may be terminated:

At any time prior to the Closing Date by mutual written agreement of all Parties.

Section 10.2 Termination by Lapse of Time. This Agreement shall terminate if the Closing Date has not occurred by October 1, 2007 or has been mutually agreed to extend the agreement.

## ARTICLE XI

### MISCELLANEOUS

Section 11.1 Amendment. This Agreement may be amended, modified or supplemented only by an instrument in writing executed by all the parties hereto.

Section 11.2 Assignment. Neither this Agreement nor any right created hereby or in any agreement entered into in connection with the transactions contemplated hereby shall be assignable by any party hereto.

Section 11.3 Non-Survival of Representations and Warranties. The respective representations and warranties of the Parties shall be deemed only to be conditions of the Merger and shall not survive the Effective Date.

Section 11.4 Waiver. No waiver by any party of any default or breach by another party of any representation, warranty, covenant or condition contained in this Agreement, any exhibit or any document, instrument or certificate contemplated hereby shall be deemed to be a waiver of any subsequent default or breach by such party of the same or any other representation, warranty, covenant or condition. No act, delay, omission or course of dealing on the part of any party in exercising any right, power or remedy under this Agreement or at law or in equity shall operate as a waiver thereof or otherwise prejudice any of such party's rights, powers and remedies. All remedies, whether at law or in equity, shall be cumulative and the election of any one or more shall not constitute a waiver of the right to pursue other available remedies.

Section 11.5 Costs, Expenses and Legal Fees. Whether or not the transactions contemplated hereby are consummated, each party hereto shall bear its own costs and expenses (including attorneys' fees and expenses), except that each party hereto that is shown to have breached this Agreement or any other agreement contemplated hereby agrees to pay the costs and expenses (including reasonable attorneys' fees and expenses) incurred by any other party in successfully (a) enforcing any of the terms of this Agreement against such breaching party or (b) proving that another party breached any of the terms of this Agreement.

Section 11.6 Parties In Interest; No Third Party Beneficiaries. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. Neither this Agreement nor any other agreement contemplated hereby shall be deemed to confer upon any person not a party hereto or thereto any rights or remedies hereunder or thereunder.

Section 11.7 Entire Agreement. This Agreement and the agreements contemplated hereby constitute the entire agreement of the parties regarding the subject matter hereof, and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

Section 11.8 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 11.9 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS (BUT NOT THE RULES GOVERNING CONFLICTS OF LAWS) OF THE STATES OF NEVADA AND FLORIDA.

Section 11.10 Captions. The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

Section 11.11 Gender and Number. When the context requires, the gender of all words used herein shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

Section 11.12 Reference to Agreement. Use of the words "herein", "hereof", "hereto" and the like in this Agreement shall be construed as references to this Agreement as a whole and not to any particular Article, Section or provision of this Agreement, unless otherwise noted.

Section 11.13 Confidentiality; Publicity and Disclosures. Each party shall keep this Agreement and its terms confidential, and shall make no press release or public disclosure, either written or oral, regarding the transactions contemplated by this Agreement without the prior knowledge and consent of the other parties hereto; provided that the foregoing shall not prohibit any disclosure (a) by press release, filing or otherwise that is required by federal securities laws or the rules of the Pink Sheets or any other inter-dealer quotation system or stock exchange, (b) to attorneys, accountants, investment bankers or other agents of the parties assisting the parties in connection with the transactions contemplated by this Agreement and (c) by HRAL in connection with conducting an examination of the operations and assets of the APIJ.

Section 11.14 Notice. Any notice or communication hereunder or in any agreement entered into in connection with the transactions contemplated hereby must be in writing and given by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering the same in person or by facsimile transmission. Such notice shall be deemed received on the date on which it is hand-delivered or received by facsimile transmission or on

the third business day following the date on which it is so mailed. For purposes of notice, the addresses of the parties shall be:

If to APIJ:

Preston J. Shea, Corporate Counsel  
1 Eva Road, Suite 109  
Toronto, ON Canada  
M9C 4Z5

If to HRAL:

Preston J. Shea, Corporate Counsel  
1 Eva Road, Suite 109  
Toronto, ON Canada  
M9C 4Z5

Any party may change its address for notice by written notice given to the other parties in accordance with this Section.

Section 11.15 Counterparts Facsimile Execution. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, a facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier machine as a defense to the enforcement of the Agreement or any amendment or other document executed in compliance with this Section.

EXECUTED as of the date first above written.

**HearAtLast Holdings, Inc.**  
a Nevada corporation

\*By: \_\_\_\_\_

Matteo Sacco, CEO

**AtLast Pain & Injury Solutions Inc.**  
a Florida corporation

\*By: \_\_\_\_\_

Matteo Sacco, President