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From:

Account Name : ROBERT C HACKNEY PROFESSIONAL LIMITED COMPANY
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MERGER OR SHARE EXCHANGE**VISIONS HEALTHCARE SYSTEMS, INC.**

Certificate of Status	0
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January 25, 2006

FLORIDA DEPARTMENT OF STATE

Division of Corporations

VISIONS HEALTHCARE SYSTEMS, INC.

8642 NE 2ND AVE

MIAMI, FL 33138

SUBJECT: VISIONS HEALTHCARE SYSTEMS, INC.

REF: P05000079211

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

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Teresa Brown
Document Specialist

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TALLAHASSEE FLORIDA

ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with the applicable laws of the State of Florida:

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

Name and Street Address	Jurisdiction	Entity Type
1. VISIONS HEALTHCARE SYSTEMS, INC. 11891 U.S. Highway One, Ste. 100 North Palm Beach, FL 33408	Florida	Corporation
2. VISIONS MEDICAL ACQUISITION, INC. 11891 U.S. Highway One, Ste. 100 North Palm Beach, FL 33408	Florida	Corporation

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

Name and Street Address	Jurisdiction	Entity Type
1. VISIONS HEALTHCARE SYSTEMS, INC. 11891 U.S. Highway One, Ste. 100 North Palm Beach, FL 33408	Florida	Corporation

THIRD: The attached Plan of Merger meets the requirements of Florida law, and was approved by each corporation that is a party to the merger in accordance with said laws.

FOURTH: The merger shall become effective as of the date the Articles of Merger are filed with Florida Department of State.

FIFTH: The Articles of Merger comply and were executed in accordance with the laws of Florida. The Plan of Merger was adopted by the Shareholders of Visions Healthcare Systems, Inc. on November 11, 2005. The Plan of Merger was adopted by the Shareholders of Visions Medical Acquisition, Inc. on November 11, 2005.

Dated this 30th day of November, 2005.

VISIONS HEALTHCARE SYSTEMS, INC.

By: malcolm
Malcolm R. Roy, President

VISIONS MEDICAL ACQUISITION, INC.

By: [Signature]
Robert C. Hackney, President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER dated November 11th, 2005, by and between LEGAL LOGISTICS, INC., a Florida corporation ("LL"), VISIONS MEDICAL ACQUISITION, INC. ("Subsidiary") and VISIONS HEALTHCARE SYSTEMS, INC., a Florida corporation ("Visions"), Visions and Subsidiary hereinafter being sometimes referred to as the "constituent corporations."

WITNESSETH:

WHEREAS, the Boards of Directors of LL, Subsidiary and Visions deem the merger of Subsidiary with and into Visions on the terms herein set forth (the "Merger") to be desirable and in the best interests of their respective shareholders, and have adopted and approved this Plan and Agreement of Merger ("Agreement"); and

WHEREAS, The Boards of Directors of Subsidiary, Visions and LL have directed that this Agreement and the merger contemplated hereby be submitted to their respective shareholders for approval in accordance with the applicable laws of the State of Florida;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, warranties and representations contained in this Agreement and in order to consummate the transactions described above, LLI, Subsidiary and Visions agree as follows:

ARTICLE I

THE MERGER

1. **Merger.** The parties agree that Subsidiary shall be merged into Visions, as a single corporation, upon the terms and conditions of this agreement and that Visions shall continue under the laws of the State of Florida as the Surviving Corporation (the "Surviving Corporation"), and they further agree as follows:

(a) **Articles of Incorporation.** The purposes, the registered agent, the address of the registered office, number of directors and the capital stock of the Surviving Corporation shall be as appears in the Articles of Incorporation of Visions on file with the office of the Secretary of State of the State of Florida on the date of this Agreement.

(b) **Bylaws.** The Bylaws of Visions in effect on the Effective Date shall be the Bylaws of the Surviving Corporation until they shall be altered, amended or repealed.

(c) **Directors.** The persons who upon the Effective Date shall constitute the Board of Directors of the Surviving Corporation shall be the persons constituting the Board of Directors of Visions on the Effective Date. If on the Effective Date any vacancy exists on the Board of Directors of the Surviving Corporation, that vacancy may be filled in the manner provided in the Bylaws of the Surviving Corporation.

(c) **Officers.** The persons who upon the Effective Date shall constitute the officers of the Surviving Corporation shall be the persons constituting the officers of Visions on the Effective Date.

2. **Submission to Shareholders.** This Agreement shall be approved by the majority vote of the shareholders of Visions and Subsidiary for their consent and approval by November 11, 2005, in accordance with the Florida Business Corporation Act, or such later date as the Boards of Directors of Visions and Subsidiary shall mutually approve, and, if it is adopted and approved in accordance with the laws of Florida, as promptly as practicable thereafter, the fact that this Agreement has been adopted and approved as above provided shall be certified by their respective secretaries, and this Agreement and appropriate Articles of Merger shall be signed and acknowledged or sworn pursuant to the laws of Florida.

3. **Effective Date.** The Merger of Subsidiary into Visions shall become effective upon filing of the Articles of Merger with the State of Florida. The date on which the merger of Subsidiary into Visions becomes effective is referred to in this Agreement as the "Effective Date".

4. **Effect of Merger.** On the Effective Date, the separate existence of Subsidiary shall cease and Subsidiary shall be merged into Visions in accordance with this Agreement, and the Surviving Corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties, of each of the constituent corporations so merged, and all the rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations of each of the constituent corporations; and all property, real, personal and mixed, and all debts to either of the constituent corporations on whatever account as well as for stock subscriptions and all other things in action or belonging to each of the constituent corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be effectively the property of the Surviving Corporation as they were of the respective constituent corporations, and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the State of Florida or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

5. **Conversion.** The manner and basis converting and exchanging the shares of common stock shall be as follows:

LL will amend and restate its articles of incorporation such that after the merger, the LL stockholders shall reverse split the LL stock and will own 5% of the outstanding stock after the merger. In addition, the amendment will provide that LL shall have authorized 350,000,000 shares of common stock,

divided into Class A and Class B, with 325,000,000 designated Class A and 25,000,000 designated Class B. LL shall also have authorized 50,000,000 shares of preferred stock. On the Effective Date, each share of common stock, no par value, of Visions issued and outstanding immediately before the Effective Date, ("Visions Stock"), by virtue of the Merger and without any action on the part of the holder of any share of Visions Stock, shall be converted into shares of LL Stock, the result of which will be that the present Stockholders of Visions will own 95% of the issued and outstanding LL Stock, with each class of common stock in Visions taking the same class of common stock in LL. The shares of Class B stock of LL will not be convertible into Class A stock until the Class A stock reaches trading levels of \$3.00, \$4.00 and \$5.00 per share. The LL shareholders shall receive Class A stock.

For all purposes of this Agreement, the term "LL Stock" shall mean fully paid and nonassessable common stock of LL, and all securities or property (including cash) issued or exchanged with respect thereto from and after the date of this Agreement upon any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, stock dividend, split-up, sale of assets, distribution to shareholders, or combination of such stock or any change in the capital structure of LL.

(b) Fractional Shares. No certificates or scrip representing fractional shares of LL Common Stock shall be issued upon surrender for exchange of certificates representing VISIONS stock, no dividend or distributions of VISIONS shall be payable on or with respect to any fractional share, and any such fractional share interest will not entitle the owner thereof to vote or to any rights of the stockholders of LL.

6. Exchange of Certificates.

(a) *Generally.* As soon as practicable after the Effective Date, each holder of an outstanding certificate or certificates representing Visions stock shall surrender the same to the Secretary of LL, as Exchange Agent, for all such holders (the "Exchange Agent"), and such holders shall be entitled upon such surrender to receive in exchange a certificate representing the number of shares of LL Stock into which those shares of Visions stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the Effective Date, represented shares of Visions Stock shall be deemed for all corporate purposes, other than the payment of dividends, to evidence ownership of the respective shares of LL stock into which they shall have been converted. Unless and until an outstanding certificate that, before the Effective Date, represented shares of Visions Stock shall be surrendered, no dividends payable to the holders of record of Visions Stock as of any date subsequent to the Effective Date shall be paid to the holder of such outstanding certificate, but upon surrender of the outstanding certificate there shall be paid to the record holder of the certificate for shares of LL Stock into which those shares shall have been converted the amount of dividends that previously were payable from the Effective Date with respect to those shares of LL Stock.

(b) *Specific Procedure.* Prior to the Effective Date, LL shall prepare certificates

representing the shares of LL Stock into which Visions Stock shall be converted (the "LL Certificates"). Promptly after the Effective Date, LL or the exchange agent shall deliver to each record holder, as of the Effective Date, of an outstanding certificate or certificates which immediately prior to the Effective Date represented Visions stock (the "Visions Certificates") a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Visions Certificates shall pass, only upon proper delivery of the Visions Certificates to the Surviving Corporation) and instructions for use in effecting the surrender and exchange of the Visions Certificates. Upon surrender to the Surviving Corporation or its designated agent of a VISIONS Certificate or Certificates, together with such letter of transmittal duly executed, LL or Exchange Agent shall promptly deliver to the recordholder of such Visions Certificate or Certificates, in exchange therefor, LL Certificates representing an aggregate number of shares of LL Stock to which such holder is entitled pursuant to Section 5 above, plus any cash payment to which such holder is entitled pursuant to Section 5(b) above and such Visions Certificate or Certificates shall forthwith be cancelled. If LL Certificates are to be issued to a person or entity other than the person or entity in whose name the Visions Certificate or Certificates surrendered is registered, it shall be a condition of delivery of LL Certificates and cash payments for fractional shares in such other person's or entity's name that (i) the Visions Certificate or Certificates so surrendered shall be properly endorsed or accompanied by a properly executed stock power or powers for transfer and (ii) such other person or entity shall pay any transfer or other taxes required by reason of the issuance to a person other than the registered holder of the Visions Certificate or Certificates surrendered or shall establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not applicable.

(c) *No Transfers After Effective Date.* At and after the Effective Date, there shall be no transfers of Visions Stock which were outstanding immediately prior to the Effective Date on the stock transfer books of Visions. If, after the Effective Date, Visions Certificates are presented to the Surviving Corporation, they shall be cancelled and exchanged for LL Certificates as provided in this Article I. At the close of business on the Effective Date, the stock transfer books of Visions shall be closed.

(d) *Stock Options and Related Matters.* Except as Visions and any holder of an option to purchase Visions Stock may otherwise agree with the consent in writing of LL, each holder of such an option that was granted by Visions prior to the date hereof will continue to be entitled at and immediately after the Effective Date to acquire LL stock in accordance with the terms and conditions of such holder's option, subject to the conversion ratios set forth in Section 5(a).

7. Name Change. Pursuant to the merger, there shall be a name change, and LL shall change its name to MIDLAND MEDICAL, INC.

8. Shareholders' Rights. All shares of Visions Stock for and into which shares of LL Stock shall have been converted and exchanged pursuant to this Agreement shall be fully paid and nonassessable and shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares. Unless the Merger is abandoned, the holders of Visions Certificates shall cease on the Effective Date to be shareholders of Visions and shall have no rights with respect to LL Stock except the rights to receive the consideration set forth in Section 5 above.

9. **Compliance with Laws.** Visions, Subsidiary and LL shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida, and the United States in connection with the contemplated Merger.

10. **Transfer Books.** At the close of business on the Effective Date, the transfer books of Visions shall be closed and no transfer of shares of Visions Stock shall be made or consummated thereafter.

11. **Further Assurances.** Prior to and from and after the Effective Date, the constituent corporations shall take all actions necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Corporation shall determine that any further conveyance, assignment or other document or any further action is necessary and desirable to vest in the Surviving Corporation full title to all properties, assets, rights, privileges and franchises of Visions, the officers and directors of the constituent corporations shall execute and deliver all instruments and take all action the Surviving Corporation may reasonably determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF VISIONS

1. **Visions' Representations and Warranties.** Visions represents and warrants to and agrees with LL and Subsidiary as follows:

(a) **Corporate Organization and Good Standing.** Visions is a corporation duly organized, and validly existing under the laws of the State of Florida, and has full corporate power and authority to carry out its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of business transacted by it makes those qualifications or authorizations necessary, except for jurisdictions in which the failure to be so qualified or authorized or to be in good standing would not, individually or in the aggregate, have a material adverse effect on the business or financial condition of Visions. Visions is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the articles of incorporation, as amended to date, and the Bylaws, as amended to date, of Visions previously delivered to LL are true, correct and complete copies as now in full force and effect. No provision of those instruments prohibits, limits or otherwise affects the right, power and authority of Visions to enter into this Agreement or to cause consummation of the merger.

(b) **Capitalization.** The authorized capitalization of Visions consists of 350,000,000 shares of common stock, no par value per share, divided into Class A common and Class B common, of which 10,000,000 shares of Class A common are presently issued and outstanding, and 2,045,000 shares of Class B are presently issued and outstanding all of which are validly issued, fully paid and nonassessable and 50,000,000 shares of preferred stock, no par value, none of which are issued and outstanding. (Visions has recently completed a \$500,000 private

placement.) There are no existing options, warrants, convertible securities or similar rights granted by Visions, or any commitments or agreements of a similar nature to which Visions is a party, relating to the authorized or issued stock of Visions.

(c) Subsidiaries. Visions presently has no subsidiaries.

(d) Authorization. The execution, delivery and performance of this Agreement has been duly and effectively adopted and authorized by the Board of Directors of VISIONS and will be submitted to the shareholders of Visions for approval under applicable provision of the Florida Business Corporation Act.

(e) No Violation. Visions is not, and by the execution and performance of this Agreement, will not be, in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under, any outstanding indenture, mortgage, contract or agreement to which Visions is a party or to which Visions may be subject, or under any provision of its articles of organization or Bylaws, except for possible defaults that individually or in the aggregate would not have any materially adverse effect on the business of Visions.

(f) Shares to be Issued. The shares of Visions Stock to be issued and delivered pursuant to this Agreement have been duly authorized for issuance by the Board of Directors of Visions and when so issued and delivered upon conversion will be validly issued and outstanding, fully paid and nonassessable.

ARTICLE III

REPRESENTATIONS OF LL and Subsidiary

1. Representations and Warranties of LL and Subsidiary. LL and Subsidiary represent and warrant to and agrees with Visions as follows:

(a) Corporate Organization and Good Standing. LL is a corporation duly organized, and validly existing under the laws of the State of Florida, and has full corporate power and authority to carry out its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of business transacted by it makes those qualifications or authorizations necessary, except for jurisdictions in which the failure to be so qualified or authorized or to be in good standing would not, individually or in the aggregate, have a material adverse effect on the business or financial condition of LL. LL is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the articles of incorporation, as amended to date, and the Bylaws, as amended to date, of LL previously delivered to Visions are true, correct and complete copies as now in full force and effect. No provision of those instruments prohibits, limits or otherwise affects the right, power and authority of LL to enter into this Agreement or to cause consummation of the merger.

(b) **Capitalization.** The authorized capitalization of LLI consists of 300,000,000 shares of common stock, no par value per share, of which 287,051,508 shares are presently outstanding, and 50,000,000 shares of preferred stock, no par value per share, 250,000 of which have been issued, and all of which shares are validly issued, fully paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by LLI, or any commitments or agreements of a similar nature to which LL is a party, relating to the authorized or issued stock of LL.

(c) **Liabilities.** LL will have no liabilities outstanding at the date of closing of this Agreement.

(d) **Subsidiaries.** LL presently has no subsidiaries.

(e) **Authorization.** The execution, delivery and performance of this Agreement has been duly and effectively adopted and authorized by the Board of Directors of LL and will be submitted to the shareholders of LL for approval under applicable provision of the Florida Business Corporation Act.

(f) **No Violation.** LL is not, and by the execution and performance of this Agreement, will not be, in breach of any term or provision of or in default under, and no event has occurred that with the lapse of time or action by a third party could result in a default under, any outstanding indenture, mortgage, contract or agreement to which LL is a party or to which LL may be subject, or under any provision of its articles of organization or Bylaws, except for possible defaults that individually or in the aggregate would not have any materially adverse effect on the business of LL.

ARTICLE IV

COVENANTS OF LL AND VISIONS

1. **No Change in Conduct of Business.** Except as contemplated by this Agreement or as consented to in writing by the parties to this agreement, during the period from the date of this Agreement to the Effective Date, LL and Visions shall conduct their respective operations and affairs according to their ordinary and usual courses of business consistent with past practices.

2. **Access to Information.**

(a) Between the date of the Agreement and the Effective Date, each party shall (i) give to the other and its authorized representatives access during regular business hours upon reasonable notice to such party's plants, offices, warehouses and other facilities and to all of its books and records, (ii) permit the other and its authorized representatives to make such inspections as it may require, (iii) cause its officers and those of its subsidiaries to furnish the other and its authorized representatives with such financial and operating data and other information with respect to its business and properties and that of its subsidiaries as such party may from time to time request, (iv) furnish such party promptly with a copy of each report,

schedule and other documents filed or received by it pursuant to federal or state securities law, if any, and (v) notify the other promptly in writing of the occurrence of any event or the existence of any circumstance which would have made any of its representations and warranties set forth herein untrue. No information provided pursuant to this Article IV, Section 3 or otherwise, nor any investigation by any party, shall affect or be deemed to modify any representation or covenant herein contained.

(b) LL and Visions agree that, in the event that the transactions contemplated hereby shall not be consummated, each will treat in confidence all documents, materials and other information which either shall have obtained during the course of the negotiations leading to this Agreement, the investigation of the other party hereto and the preparation of this Agreement and other documents relating to this Agreement, and shall return to the other party all copies of non-public documents and materials which have been furnished in connection therewith.

3. **Shareholders Meetings.** Visions and LL shall, as soon as practicable, take all action necessary in accordance with the Florida Business Corporation Act, its Articles of Incorporation and By-Laws and the resolution of its Board of Directors with respect to obtaining approval of the Merger by holders of a majority of their stock entitled to vote in person or by proxy for the purposes of considering and voting on the Merger. The Board of Directors of Visions and LL shall recommend that their shareholders vote to approve the Merger, and this Agreement, shall use its best efforts to solicit from shareholders of Visions and LL proxies in favor of the Merger and shall take all other action in its judgment reasonably necessary and appropriate to secure the vote of shareholders required to effect the Merger.

4. **Notification of Certain Matters.** Visions and LL will each give prompt notice to the other after it has knowledge of (i) the occurrence, or failure to occur, of any event which occurrence or failure would or would be likely to cause any of their respective representations or warranties contained in this Agreement to be untrue or incorrect in any material respect at any time from the date hereof to the Effective Date and (ii) any failure on the part of Visions or LL, as the case may be, or on the part of any of the officers, directors, employees, representatives or agents of such parties to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by them under this Agreement.

5. **Public Announcements.** LL and Visions shall, to the fullest extent practicable, consult with one another before issuing any press release or otherwise making any public statement with respect to the Merger and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by law after consultation with counsel.

ARTICLE V

TERMINATION

1. **Termination.** Anything in this Agreement to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time prior to the Effective Date:

(a) By mutual consent of the Board of Directors of Visions and LL; or

(b) By the Board of Directors of Visions or LL if the Merger shall not have become effective before December 31, 2005.

ARTICLE VI

MISCELLANEOUS

1. **Nonsurvival of Representations and Warranties.** The representations and warranties set out in this Agreement shall not survive the Effective Date, and neither party hereto shall have any claim thereafter against the other party with respect thereto.

2. **Effect of Termination.** In the event of the termination of this Agreement pursuant to Article VI, this Agreement shall forthwith become void and of no further effect, without any liability on the part of any party or its directors, officers, shareholders or representatives (except for the provisions of Article VI, Section 2; and Article VI, Section 5, which shall remain in effect). Nothing in this Article VI, Section 2 shall relieve any party to this Agreement of liability for breach of this Agreement.

3. **Amendment and Modification.** Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of Visions and LL at any time prior to the Effective Date with respect to any of the terms contained herein except that after the approval by shareholders of Visions contemplated herein, the amount or form of consideration to be received by the holders of LL Stock in the Merger may not be decreased or altered without the approval of such holders.

4. **Extension; Waiver.** At any time prior to the Effective Date, LL, on the one hand, and Visions, on the other hand, may (i) extend the time for the performance of any of the obligations or other acts of the other, (ii) waive any inaccuracies in the representations and warranties contained herein by the other or in any document, certificate or writing delivered pursuant hereto by or on behalf of the other or (iii) waive compliance with any of the agreements or conditions of the other contained herein, if permitted by applicable law. Any agreement on the part of any party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party by its duly authorized representative.

5. **Expenses.** Except as otherwise expressly provided herein, Visions, LLI and Subsidiary shall separately pay all expenses incurred by them in connection with the transactions contemplated by this Agreement.

6. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

7. **Agreement Binding.** This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon VISIONS and LL, and their respective successors and assigns.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, VISIONS, a Florida corporation, and LL, a Florida corporation, acting through their duly authorized officers, all parties to this Agreement, this 11th day of November, 2005 have signed this Plan and Agreement of Merger.

LEGAL LOGISTICS, INC., a Florida corporation


By: Robert C. Hackney, President

VISIONS HEALTHCARE SYSTEMS, INC., a Florida corporation


By: Malcolm Roy, President