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R. HUNT

01/23/24



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

Attached is a form for filing *Articles of Amendment* to amend the articles of incorporation of a *Florida Profit Corporation* pursuant to section 607.1006, Florida Statutes. This is a basic amendment form and may not satisfy all statutory requirements for amending.

A corporation can amend or add as many articles as necessary in one amendment.

- The original incorporators cannot be amended.
- If amending the name of the corporation, the new name must be distinguishable on the records of the Florida Department of State. A preliminary search for name availability can be made through the Division's website at [www.sunbiz.org](http://www.sunbiz.org). You are responsible for any name infringement that may result from your corporate name selection.
- If amending the registered agent, the new agent must sign accepting the appointment and state that he/she is familiar with the obligations of the position.
- If amending/adding officers/directors, list titles and addresses for each officer/director.
- If amending from a general corporation to a professional corporation, the purpose (specific nature of business) must be amended or added if not contained in the articles of incorporation.

**If a section is not being amended, enter N/A or Not Applicable.**  
**The document must be typed or printed and must be legible.**

Pursuant to section 607.0123, Florida Statutes, a delayed effective date may be specified but may not be later than the 90<sup>th</sup> day after the date on which the document is filed.

<b>Filing Fee</b>	<b>\$35.00</b> (Includes a letter of acknowledgment)
<b>Certified Copy (optional)</b>	<b>\$8.75</b>
<b>Certificate of Status (optional)</b>	<b>\$8.75</b>

Send one check in the total amount made payable to the Florida Department of State.

Please include a letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

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

**Street Address**  
Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

For further information you may call the Amendment Section at (850) 245-6050

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** Solution Clinical Research Corp

**DOCUMENT NUMBER:** P21000024832

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

George Voutsinas

Name of Contact Person

Firm/ Company

36 Brooklyn Avenue

Address

Massapequa, NY 11758

City/ State and Zip Code

gvjunior14@gmail.com

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

For further information concerning this matter, please call:

Juan Carlos Santos, Esq.

at ( 305 )

712-7177

Name of Contact Person

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
is enclosed)

**Mailing Address**

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

**Street Address**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

Articles of Amendment  
to  
Articles of Incorporation  
of

Solution Clinical Research Corp

(Name of Corporation as currently filed with the Florida Dept. of State)

P21000024832

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

Solution Clinical Research Corp

*The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co." A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

**B. Enter new principal office address, if applicable:**

(Principal office address **MUST BE A STREET ADDRESS**)

**C. Enter new mailing address, if applicable:**

(Mailing address **MAY BE A POST OFFICE BOX**)

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent Registered Agents Inc  
7901 4th St N STE 300  
(Florida street address)

New Registered Office Address: St. Petersburg, Florida 33702  
(City) (Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

David Roberts

Signature of New Registered Agent, if changing

**Check if applicable**

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**

*(Attach additional sheets, if necessary)*

*Please note the officer/director title by the first letter of the office title:*

*P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.*

*Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.*

**Example:**

☒ Change      PT      John Doe

☒ Remove      V      Mike Jones

☒ Add      SV      Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	<u>President</u>	<u>George Voutsinas</u>	<u>36 Brooklyn Avenue</u>
<input checked="" type="checkbox"/> Add			<u>Massapequa, NY 11758</u>
<input type="checkbox"/> Remove			
2) <input type="checkbox"/> Change	<u>VP</u>	<u>Gus Potaris</u>	<u>36 Brooklyn Avenue</u>
<input checked="" type="checkbox"/> Add			<u>Massapequa, NY 11758</u>
<input type="checkbox"/> Remove			
3) <input type="checkbox"/> Change	<u>President</u>	<u>Zugeilys Castillo</u>	<u>4005 N.W. 114 Avenue #22 &amp; 23</u>
<input type="checkbox"/> Add			<u>Miami, FL 33172</u>
<input checked="" type="checkbox"/> Remove			
4) <input type="checkbox"/> Change	<u>VP</u>	<u>Zugeilys Castillo</u>	<u>4005 N.W. 114 Ave #23</u>
<input type="checkbox"/> Add			<u>Miami, FL 33172</u>
<input checked="" type="checkbox"/> Remove			
5) <input type="checkbox"/> Change	<u>Officer</u>		
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
6) <input type="checkbox"/> Change			
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			

**E. If amending or adding additional Articles, enter change(s) here:**

(Attach *additional sheets, if necessary*). (Be specific)

[illegible]

**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**

(if not applicable, indicate N/A)

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The date of each amendment(s) adoption: March 5<sup>th</sup>, 2024 if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

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.

Adoption of Amendment(s) (CHECK ONE)

☐ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by \_\_\_\_\_"  
(voting group)

Dated 03/29/2024

Signature \_\_\_\_\_

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

PRESIDENT

George Voutsinas

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

***SOLUTION CLINICAL RESEARCH, CORP.***

**AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 9<sup>th</sup> day of January, 2024, between and among **SOLUTION CLINICAL RESEARCH, CORP.** (the "Corporation"), a Florida corporation, and its shareholder, **SOLUTION CLINICAL RESEARCH ASSOCIATES, LLC**, a New York limited liability company (collectively the "Shareholder" or "Shareholders").

**RECITALS:**

**A.** The Corporation is authorized to issue One Hundred (100) Shares of common stock, of which One Thousand (100) Shares are issued and outstanding (the "Stock");

**B.** On August 9, 2023, Shareholder purchased Fifty (50) Shares of common stock of the Corporation from Zugeilys Castillo pursuant to a certain Stock Purchase Agreement executed between Shareholder and Ms. Castillo;

**C.** On January 9, 2024, Shareholder Purchased the remaining 50 Shares of common stock of the Corporation from Zugeilys Castillo pursuant to a certain Stock Purchase Agreement executed between Shareholder and Ms. Castillo;

The number of Shares of the Stock owned by the Shareholders are as follows:

NAME	NUMBER OF SHARES HELD
<b>SOLUTION CLINICAL RESEARCH ASSOCIATES, LLC</b>	<b>100</b>

**D.** The Shareholder represent that it's the sole owner of any and all Shares of common Stock, 100, (the "Shares") as set forth opposite their names above and that the division of ownership of capital stock of the Corporation is as set forth above; and,

**E.** In order to provide for the smooth and efficient operation of the Corporation, to prevent conflicts and to avoid deadlocks, the Shareholder(s) have negotiated the terms and **SOLUTION CLINICAL RESEARCH, CORP.**



conditions under which they hold their Shares and wish to reduce said negotiations to writing and further deem it to be in the best interests of the Corporation that this Agreement be executed.

**NOW THEREFORE**, in consideration of their mutual promises, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed as follows:

#### **ARTICLE I - GENERAL**

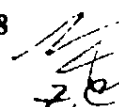
1.1 **Principal Office.** The principal office of the Corporation shall be located at 4005 N.W. 114 Avenue # 22 & 23, Miami, FL 33172, or at such other locations as the Board of Directors of the Corporation may determine from time to time.

1.2 **Term.** This Agreement shall commence on the date hereof and shall continue until terminated as provided for herein or by agreement of the Shareholders.

#### **ARTICLE II - MANAGEMENT**

2.1 **General.** The management of the Corporation shall be conducted through a "Management Committee" comprised of personnel elected within the sole and exclusive decision of the Shareholder(s) or their designee(s). The Management Committee shall manage the day-to-day operations of the business of the Corporation. However, all major business decisions of the Corporation shall require the approval of all Shareholders and Management Committee members before taking effect including, but not limited to, salaries, bonuses, personnel (including directors and officers of the Corporation), equipment leases, real property leases, loans, contracts, joint ventures, purchases and/or sale of assets or other property (including a sale of the Corporation), and the corporate dissolution or voluntary bankruptcy of the Corporation.

2.2 **Medical Records.** The Corporation shall maintain records of patients, protect the confidentiality of the same, and make the same reasonably available as required by law. In the



event of the dissolution of the Corporation, all such records shall be held and or discarded pursuant to then applicable Florida law.

**2.3 Compliance with Applicable Laws.** The Corporation and the Shareholders hereby agree to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in connection with the operations of the Corporation, including, but not limited to, all federal and state income tax, insurance, workers' compensation, disability, withholding, and all other employment related laws, regulations and requirements and all federal and state Medicare, Medicaid, and insurance laws and regulations.

**2.4 Cooperation with Statutory and Contractual Compliance.** The Shareholders agree to cooperate with the Corporation in its compliance with any applicable statutes, rules, regulations, or contractual requirements, including, if necessary, the provision of financial or other information to governmental authorities or other third parties.

**2.5 Property and Liability Insurance.** The Corporation shall secure and maintain property, business interruption, comprehensive general liability and occurrence-based professional liability insurance in such amounts and under such terms as are established as necessary and adequate for the operation of the Corporation by the Board of Directors and/or as required by any applicable laws, rules or regulations.

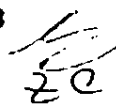
**2.6 Licenses and Certifications.** The Corporation shall obtain and maintain any and all certifications and licenses as may be required by federal, state or local law for the operation of the Corporation.

### **ARTICLE III - DIRECTORS, OFFICERS AND MANAGEMENT COMMITTEE**

**3.1 Directors.** The Directors of the Corporation shall be:

a) George Voutsinas

SOLUTION CLINICAL RESEARCH, CORP.



b) Gus Potaris

3.2 **Officers.** The Officers of the Corporation shall be:

a) President – George Voutsinas

b) Vice President – Gus Potaris

c) Treasurer – George Voutsinas

d) Secretary – Gus Potaris

3.3 **Management Committee.** The Management Committee of the Corporation shall consist of the following persons:

a) Gus Potaris

b) George Voutsinas

3.4 **Term.** The above-mentioned Directors, Officers and members of the Management Committee shall serve in their respective positions until resignation or replacement in accordance with and as provided for by the corporate by-laws of the Corporation or this Agreement.

3.5 **Property and Liability Insurance.** The Corporation shall secure and maintain a liability policy covering all the officers and directors of the Corporation in a reasonable amount as required by the Board of Directors.

3.6 **Expenses.** Any officer or director incurring reasonable expenses in the performance of the business of the Corporation shall be reimbursed therefore by the Corporation. In the event any officer or director is required to obtain the services of counsel to defend any action performed by said officer or director in good faith, the court costs, if any, and a reasonable attorney's fees, shall be paid for by the Corporation.

*[Handwritten signature]*  
20

#### **ARTICLE IV - FINANCIAL ARRANGEMENTS**

**4.1 Division of Profits and Losses.** The profits and losses of the Corporation shall be distributed and/or divided as follows: One Hundred Percent (100%) to SOLUTION CLINICAL RESEARCH ASSOCIATES, LLC. Distributions of profits shall be made on a cash available basis and as determined by the Board of Directors of the Corporation. Notwithstanding the above, no cash will be distributed by the Corporation unless and until the Corporation has accumulated and maintains a sufficient cash reserve as based on the projections of the Board of Directors.

**4.2 Contribution of Capital.** Contributions of capital by the Shareholders to the Corporation shall be made in equal amounts as the division of profits and losses, to wit: One Hundred Percent (100%) from SOLUTION CLINICAL RESEARCH ASSOCIATES, LLC; provided, of course, that there is unanimous approval by the Shareholders to require and accept said contributions. Notwithstanding anything to the contrary, all contributions made after all debts and liabilities of the Corporation incurred prior to execution of this Agreement have been paid in full have been made shall be treated as loans by the respective Shareholders to the Corporation.

**4.3 Accounting.** The Corporation shall elect a fiscal year ending December 31, and books and records of the Corporation shall be kept on such fiscal year basis. Such books and records shall be kept in accordance with generally accepted accounting principles, using the cash method of accounting; provided, however, that the Corporation may change to any other method of accounting upon the Board of Directors determination to do so.

**4.5 Books and Records.** All books and records of the Corporation shall, at all times, be maintained at the principal office of the Corporation. Such principal office shall be open during normal business hours for the reasonable examination of the books of account and other books, documents, and records of the Corporation by the Shareholders or their authorized representatives.

SOLUTION CLINICAL RESEARCH, CORP.

The right to examination provided by this Section shall include the right to make copies of the books of accounts and other books, documents and records of the Corporation.

4.6 **Tax Returns.** The Corporation shall file, for each accounting year or part thereof of the Corporation, a Federal Tax Return and any required state and/or Local Tax Returns.

4.7 **Bank Account.** The Corporation shall establish a bank account at a mutually agreeable financial institution. The Shareholders agree that any and all monies received by the Corporation shall be deposited in said bank account. Any checks or withdrawals from the account exceeding Five Thousand and No/100 Dollars (\$5,000.00) shall require the signature of at least two (2) of the members of the Management Committee.

4.8 **Distribution Adjustment.** In the event that monies collected by the Corporation are subject to refund for any reason, including overpayment, governmental or insurance audit, the Shareholders agree to adjust any prior distributions accordingly and to return to the Corporation any resulting overpayment within thirty (30) days notice.

#### **ARTICLE V - PREEMPTIVE RIGHTS**

5.1 **Shareholder Preemptive Rights.** The Shareholders shall cause the Corporation to elect to have preemptive rights. Said preemptive rights shall be in accordance with the principles provided for by the Florida Business Corporations Act. The Shareholders shall take such action as is necessary to effectuate the purposes of this provision, including approval of an amendment to the Articles of Incorporation of the Corporation to that effect.

#### **ARTICLE VI - TRANSFERS**

6.1 **Right to Sell or Assign.** With the exception of allowable transfers as may be otherwise set forth in this Agreement, a Shareholder shall not sell, assign, convey, pledge or exchange (collectively hereinafter referred to in this Section 6 as an "Assignment") the whole or

SOLUTION CLINICAL RESEARCH, CORP.

any portion of such Shareholder's Shares in the Corporation without the prior written consent of all of the other Shareholders, which approval may be unreasonably withheld, the execution of a Confidentiality and Non-Compete Agreement, and an opinion of counsel that such Assignment will not:

(a) contravene the applicable provisions of laws, rules and regulations of the federal and state securities commissions; or

(b) result in a termination of the Corporation or jeopardize the tax treatment of any material tax item.

As a condition precedent to any transfer of any Shares, the transferee shall be required to execute a counterpart of this Agreement and agree to be bound by the terms hereof as if the transferee were an original Shareholder. In the event that any Shares are transferred, whether by operation of law or otherwise, under the terms of this Agreement, to any transferee, such Shares shall remain subject to the terms of this Agreement and such transferee (as a condition precedent to becoming a transferee) shall execute and deliver to the Corporation executed counterparts of this Agreement with the same force and effect as if such transferee were an original party hereto. Each transferee shall hold such Shares subject to all of the provisions of this Agreement and shall make no further transfers, except as provided for in this Agreement. Notwithstanding anything to the contrary set forth herein, any sale of any Shares in the Corporation to a competitor of the Corporation shall in any event require the prior written approval of all of the Shareholders.

**6.2 Rights of Existing Shareholders.** Existing Shareholders shall have a right of first refusal to acquire the Shares of any Shareholder wishing to assign his or her interest, with equal allocation among the Shareholders who wish to acquire the Shares to be assigned, the terms of sale to be agreed upon by the parties at the time of negotiations for the assignment. If no existing

Shareholder wishes to acquire the selling Shareholder's Shares, the Shares may be sold pursuant to the provisions of this Section 6.

**6.3 Effective Date of Assignment.** The "effective date" of an Assignment of such Shares as used in this Section shall be that date set forth on the written instrument of Assignment. An assignor Shareholder shall cease to be a Shareholder of the Corporation upon the effective date of the Assignment of such Shares, and the assignee shall not become a Shareholder until the requirements of Substituted Shareholders herein below are satisfied.

**6.4 Treatment of Assignor and Assignee.** Anything herein to the contrary notwithstanding, the Shareholders shall be entitled to treat the assignor of such Shares as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to said assignor until such time as the written assignment has been received by and recorded on the books of the Corporation. An assignee of any Shares in the Corporation shall be entitled to all of the Assignor's financial interests in the Corporation, and allocated on a pro rata basis from and after the effective date of the Assignment.

**6.5 Death of Shareholder.** In the event of a death of a Shareholder, the surviving Shareholders shall have the right and duty to acquire the deceased Shareholder's Shares in the same percentage as their original share interests pursuant to the procedure set forth below:

a) The surviving Shareholders and the Personal Representative of the deceased Shareholder shall attempt to reach an agreement on the value of the deceased Shareholder's interest and terms for transfer. In determining valuation, they should look to professional business evaluators such as persons with a Certified Valuation Analysts Designation for guidance.

b) If the surviving Shareholder or the Personal Representative of the  
SOLUTION CLINICAL RESEARCH, CORP.

deceased Shareholder are unable to reach an agreement on value and terms of payment, then either party may engage a Certified Valuation Analyst, or someone with comparable qualifications to make a value determination. The surviving Shareholder shall cooperate completely with the Valuation expert and provide any information sought by that expert to make an accurate evaluation. The Evaluation shall include all business entities owned jointly by the Shareholders as is set forth in the Operating Agreements or Shareholder agreements of those entities.

c) Upon presentment of the initial Valuation, the surviving Shareholders or Personal Representative of the Deceased Shareholder (whichever one did not commission the Evaluation) shall have 30 days to consider the Valuation and agree or disagree with the findings. If the response is not full agreement, then the disagreeing party shall designate and compensate his/her own Valuation expert, who shall have credentials similar to members of the National Association of Certified Valuation Analysts to make an independent Valuation.

d) If the surviving Shareholders and Personal Representative of the deceased Shareholder's estate are unable to reach an agreement after the second Valuation, a third Evaluation shall be performed by a third Valuation expert chosen by the two prior experts and the determination of that 3<sup>rd</sup> expert will be binding on all parties. The 3<sup>rd</sup> expert will be paid by the Corporation. The Estate of the Deceased Shareholder shall be entitled to receive fifty percent (50%) of the valuation price (hereinafter the "Acquisition Price").

e) The Surviving Shareholders shall have the right to pay the Acquisition price in a lumpsum or over time up to a maximum of 60 months. If paid over time, the Acquisition Price shall be paid in equal monthly installments, and no interest will be charged if paid in 18 months or less. If paid over a longer period, the Surviving Shareholder will pay interest at a rate

SOLUTION CLINICAL RESEARCH, CORP.



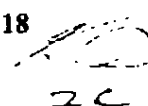
1% less than the Prime rate offered by the Federal Reserve to banks.

6.6 **Dispositions Void.** Any attempted transfer or disposition of a Shareholder's Shares, or any part thereof, not in compliance with the provisions contained herein shall be null and void *ab initio*.

6.7 **Addition of New Shareholders.** Issuance of Additional Shares to Current Shareholders.

(a) Any Person acceptable to the Majority of the Shareholders may become a Shareholder in this Corporation by issuance by the Corporation of Shares for such consideration as the Majority of the Shareholders shall determine, subject to the terms and conditions of this Agreement. No new Shareholders shall be entitled to any retroactive allocation of profits losses, income or expense deductions incurred by the Corporation. The Majority of the Shareholders may, at their option, at the time a new Shareholder is admitted, close the Corporation books (as though the Corporation's tax year has ended) or make pro-rata allocations of profit, loss, income, expenses and deductions to a new Shareholder for that portion of the Corporation's tax year in which a Shareholder was admitted.

(b) The Corporation may issue additional Shares to one or more current Shareholders in consideration of their continued employment with, or service to, the Corporation in such amounts as may be determined by the Majority of the Shareholders. If additional Shares are issued to one or more current Shareholders, each Shareholder's Percentage Interest shall be readjusted on a prospective basis. Each of the Shareholders acknowledges and agrees that (i) there is no right to receive additional Shares from the Corporation, preemptively or otherwise, and (ii) upon the issuance of additional Shares by the Corporation to a Shareholder, the remaining Shareholders' Percentage Interests in the Corporation shall be diluted.

Handwritten signature and initials, possibly "ZC", in the bottom right corner.

6.8 **Legend.** Each Shareholder hereby represents and warrants to the Corporation and the Shareholders that such Shareholder's acquisition of Shares is made as principal for such Shareholder's own account and not for resale or distribution of such Shares. Each Shareholder further hereby agrees that the following legend may be placed upon any counterpart of this Agreement, the Articles, or any other document or instrument evidencing ownership of Shares:

*The Corporation Shares represented by this document have not been registered under any securities laws and the transferability of such Shares is restricted. Such Shares may not be sold, assigned, or transferred, nor will any assignee, vendee, transferee, or endorsee thereof be recognized as having acquired any such Shares by the issuer for any purposes, unless (1) a registration statement under the Securities Act of 1933, as amended, with respect to such Shares shall then be in effect and such transfer has been qualified under all applicable state securities laws, or (2) the availability of an exemption from such registration and qualification shall be established to the satisfaction of counsel to the Corporation.*

*The Shares represented by this document are subject to further restriction as to their sale, transfer, hypothecation, or assignment as set forth in the Shareholders Agreement.*

6.9 **Distributions and Allocations in Respect of Transferred Shares.** If any Shares are Transferred during any Fiscal Year in compliance with the provisions of this Article VI, profits, losses, each item thereof, and all other items attributable to the Transferred Shares for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying proportionate distributive Shares during the Fiscal Year in accordance with then applicable regulations, using any conventions permitted by law and selected by the Majority of the Shareholders. All distributions on or before the date of such Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Neither the Corporation nor the non-Transferring Shareholders shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 6.9.

6.10 **Involuntary Transfers.**

(a) Redemption. In the event any Shares held by a Shareholder is the subject of an Involuntary Transfer (the "Affected Shares"), the Affected Shares shall be liquidated pursuant to the provisions of this Section 6.10, and the Shareholder holding the Affected Shares (the "Affected Shareholder") shall notify the Corporation in writing within three (3) Business Days of the Shares becoming Affected Shares. The Affected Shareholder shall be deemed to have made, immediately prior to such Involuntary Transfer, an offer to tender the Affected Shares to the Corporation for liquidation as described below in this Section 6.8. The Corporation shall not be obligated to redeem all of the Shares under this Section 6.8.

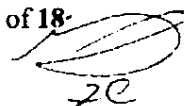
(b) Liquidation of Affected Shares. Within thirty (30) days after the Corporation has received actual notice of the Affected Shareholder's offer to tender the Affected Shares to the Corporation for liquidation, the Corporation shall have the option to liquidate all remaining Affected Shares from the Transferor. The closing of the liquidation of Affected Shares shall be held at the principal office of the Corporation in the State of Florida. The closing of the liquidation shall occur not more than ninety (90) days after the expiration of the time within which the Corporation was required to exercise the option to liquidate, unless the Affected Shareholder and the Corporation mutually agree upon another closing date.

(c) Liquidation/Purchase Price and Payment. If the Corporation elects to liquidate the Affected Shares, the price for each Affected Unit shall be the lesser of:

- (i) The Book Value of the Affected Shares, or;
- (ii) The total amount due to the creditor of the Shareholder who was to be the recipient of the Affected Shares.

At the Option of the Corporation, the liquidation price for the Shares may be payable either:

- (i) in cash, or (ii) by delivery of a promissory note bearing interest at the Prime Rate with principal



and interest payable in ten (10) equal annual installments. Nothing in this Section shall prevent prepayment of the unpaid portion of the liquidation price nor shall there be any penalty for prepayment.

On the closing date, the Corporation and the Affected Shareholder shall execute such documents and instruments of conveyance as may be necessary or appropriate (as determined by legal counsel for the Corporation) to confirm the liquidation of the Affected Shares, the withdrawal of the Affected Shareholder as a Shareholder of the Corporation as of the date of the closing, if applicable, and the assumption by the Corporation of all liabilities, if any, with respect to the Unit being Transferred.

6.11 Drag-Along; Tag-Along. Intentionally omitted.

#### **ARTICLE VII - NON-COMPETITION AND CONFIDENTIALITY**

7.1 **Non-Compete Agreement and Confidentiality.** In consideration of the distributions to be made under this Agreement and, if applicable, compensation to be received as employees of the Corporation, the Shareholders shall not during the term of their ownership of the Corporation and for a period of two (2) years following the termination thereof, either directly or indirectly, personally or in conjunction with any person, firm, partnership, corporation or legal entity, engage or participate in the production, assembly, sale, distribution or marketing of products or services now or during the term of this Agreement offered by the Corporation within the geographic territory of the State of Florida, or as may be more specifically set forth in any employment agreements. In the event any of the restrictions herein are found unenforceable by a court of competent jurisdiction, the same shall be construed in such manner as to give effect to its provisions to the fullest extent allowed by law as being valid and enforceable. This Agreement and the terms contained herein shall remain confidential and shall not be disclosed to anyone for any

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purpose whatsoever without the written consent of any of the parties hereto or their successors and/or assigns. The provisions hereof shall survive any cessation of a Shareholder's interest for any reason, including through assignment, sale, or liquidation or winding up of the Corporation. All substitute Shareholders or Assignees will be bound by hereby. However, it is agreed that the Shareholders shall not be prohibited from continued participation, direct or indirect ownership, management or financial arrangements in any businesses existing prior to the execution hereof.

7.2 **Non-Solicitation**. The Shareholders agree that during the term of this Agreement and for a period of two (2) years after the termination of ownership of a Shareholder with the Corporation, the Shareholders shall not, either directly or indirectly (including through an affiliate or other person or entity) solicit or attempt to induce: (i) any employee of the Corporation to terminate his or her employment with the Corporation or (ii) any patient of the Corporation to discontinue receiving services from the Corporation.

#### **ARTICLE VIII - MISCELLANEOUS**

8.1 **Acts Performed Outside the scope of the Corporation**. Each Shareholder shall indemnify, defend, save and hold harmless the other Shareholders and the Corporation from and against any and all claims, liabilities, demands, actions and rights of actions which shall or may arise by virtue of any act or thing done or omitted to be done by the indemnitor (directly or through agents or employees) outside the scope of, or in breach of, the terms of this Agreement; provided, however, that the indemnitor shall be properly notified of the existence of the claim, demand, action or right of action, and shall be given reasonable opportunity to participate in the defense thereof.

8.2 **Specific Performance**. The Corporation and the Shareholders agree that the Shares of the capital Stock of the Corporation cannot be readily purchased, sold or evaluated in

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the open market, that they have a unique and special value, and that the Corporation would be irreparably damaged if the terms of this Agreement were not capable of being specifically enforced. For this reason the Corporation and the Shareholders agree that the purchase of Shares in accordance with the terms of this Agreement shall be specifically enforceable. The Corporation and the Shareholders further agree that any sale or disposition, whether an involuntary transfer or a transfer by operation of law, that does not strictly comply with the terms and conditions of this Agreement may be specifically restrained, and that such equitable relief provided herein shall not in any way limit or deny any other remedy at law that the Corporation or the Shareholders might otherwise have.

8.3 **Notices.** Any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein shall be given in writing by certified mail, return receipt requested which shall be addressed, in the case of the Corporation, to its registered principal office; in the case of all other Shareholders, to the address appearing in the stock books of the Corporation for that Shareholder.

8.4 **Confidentiality.** This Agreement and the terms contained herein shall remain confidential and shall not be disclosed to anyone for any purpose whatsoever without the written consent of any of the parties hereto or their successors and/or assigns.

8.5 **Governing Law.** This Agreement and the legal relationship between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida, unless specifically required by the laws of the state or situs of incorporation to be construed otherwise and then only on such issues as required.

8.6 **Forum.** The parties hereto agree that venue in any action arising under this Agreement shall lie exclusively in the state or federal courts located in Miami-Dade County,

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Florida, unless specifically required by the laws of the state or situs of incorporation to lie elsewhere.

8.7 **Amendment, Modification or Termination.** This Agreement may only be amended, modified or terminated by the written consent of all of the parties to this Agreement at the time of the amendment.

8.8 **Assignment.** This Agreement is not assignable, in whole or in part, by any of the Shareholders, without the express written consent of each other Shareholder.

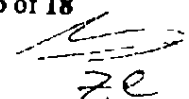
8.9 **Entire Agreement.** This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement and supersedes any and all previous negotiations and communications, oral or written, between the parties.

8.10 **Severability.** If any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of any provisions, or portions thereof, shall not be affected.

8.11 **Binding Effect.** The covenants and agreements contained herein shall inure to the benefit of and be binding upon the parties and their respective permitted assigns, heirs and survivors. Any person or entity succeeding to the interest of a Shareholder hereunder shall succeed to all of such Shareholder's rights, interests and obligations under this Agreement and shall be subject to all of the terms and conditions of this Agreement.

8.12 **Attorney's Fees.** In the event of any judicial proceedings instituted in connection with the breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, including court cost, paralegal fees and any other legal expenses incurred in connection therewith, including hearings to determine the amount of attorney's fees, costs and/or expenses to be awarded to a prevailing party.

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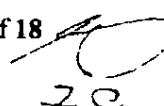
8.13 **Execution of Agreement.** This Agreement may be executed in counterparts and, if so, shall be construed to have the same legal effect as if all parties signatory thereto executed the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused this Agreement to be executed by their duly authorized officers or individually.

[Signature Page Follows]

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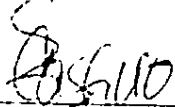


SHAREHOLDERS:

SOLUTION CLINICAL RESEARCH ASSOCIATES, LLC

By:   
Gus Potaris

Title: Authorized Member

By:   
Zugeilys Castillo, as an individual

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