



P93000038523

ACCOUNT NO. : 072100000032

REFERENCE : 417277 8649A

AUTHORIZATION :

COST LIMIT : ~~\$1000~~ \$PPD

ORDER DATE : June 5, 1997

ORDER TIME : 10:43 AM

ORDER NO. : 417277-005

CUSTOMER NO: 8649A

CUSTOMER: Steven Labret, Esq
Steven Labret, Esq
226 Hillcrest Street

Orlando, FL 32801

Merger & Name Change

500002203105--3
-06/05/97--01075--023
*****35.00 *****35.00

400002222964--1
-06/25/97--01094--014
*****35.00 *****35.00

ARTICLES OF MERGER

CARING FOR WOMEN, P.A.

Boon
Name *le 11 97*
INTD
GUINDI & SWEET, P.A.
(D/B/A/ ADVANCED WOMEN'S
HEALTH SPECIALIST)
Boon

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
XX PLAIN STAMPED COPY *Boon*

CONTACT PERSON: Stephanie Stscherban
EXAMINER'S INITIALS: _____

FILED
97 JUN 05 PM 1:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
97 JUN -5 PM 12:16
DIVISION OF CORPORATION

35.00
**00780, 00561, 02277, 00672*

P93000038523

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

CARING FOR WOMEN, P.A., a Florida corporation P94000001560

INTO

GUINDI & SWEET, P.A. which changed its name to

GUINDI, SWEET, GOSS & PARKER, P.A., a Florida corporation,
P93000038523.

File date: June 5, 1997

Corporate Specialist: Annette Hogan



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

June 5, 1997

CSC
1201 Hays Street
Tallahassee, FL 32301

SUBJECT: GUINDI & SWEET, P.A.
Ref. Number: P93000038523

We have received your document for GUINDI & SWEET, P.A. and check(s) totaling \$35.00. However, the document has not been filed and is being retained in this office for the following reason(s):

There is a balance due of \$35.00. Refer to the attached fee schedule for the breakdown of fees. Please return a copy of this letter to ensure your money is properly credited.

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.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

If you have any questions concerning the filing of your document, please call (904) 487-6907.

Annette Hogan
Corporate Specialist

Letter Number: 397A00030541

RESUBMIT
Please give original
submission date as file date.

RECEIVED
97 JUN 10 AM 10:40
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
BY AND BETWEEN
CARING FOR WOMEN, P.A.
(THE "MERGING CORPORATION")
AND
GUINDI & SWEET, P.A.
(THE "SURVIVING CORPORATION")

97 JUN -5 PM 1:52
FILED
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

1. The undersigned corporations, being validly and legally formed under the laws of the State of Florida, have adopted a Plan of Merger.
2. The name of the Surviving Corporation is Guindi & Sweet, P.A., a Florida professional service corporation.
3. The name of the Merging Corporation is Caring For Women, P.A., a Florida professional service corporation.
4. The Plan of Merger of the undersigned corporations was adopted pursuant to Section 607.1101 et seq. of the Florida Statutes.
5. The Plan of Merger will become effective upon the filing of these Articles of Merger with the Secretary of State.
6. The changes in the Articles of Incorporation of the Surviving Corporation have been made:

Article I - Name

The name of the Corporation shall be Guindi, Sweet, Goss & Parker, P.A.

Article III - Capital Stock

The maximum number of stock that this Corporation is authorized to have outstanding at any time is one million (1,000,000.00) shares of common stock having a one dollar (\$1.00) par value.

7. The Plan of Merger was adopted by the Shareholders and Directors of Guindi & Sweet, P.A.
8. The Plan of Merger was adopted by the Shareholders and the Board of Directors of Caring For Women, P.A.

9. The Plan of Merger calls for a cancellation of the issued shares of Caring For Women, P.A. and the exchange of authorized shares of Guindi & Sweet, P.A. shall be effected pursuant to the Plan of Merger attached hereto.

DATED: May 23, 1997

IN WITNESS WHEREOF, the Constituent Corporations have caused their respective corporate names to be signed to this Agreement, by their respective presidents and secretaries, who are duly authorized by the respective Boards of Directors of each of the Constituent Corporations.

MERGING CORPORATION:
CARING FOR WOMEN, P.A.

Lisa M. Kasten 1,2+3
(Print Name)

Cheryl J. Mistretta (1,2+3)
(Print Name)

① 1. By: David Goss
David Goss, M.D., as
president and secretary

SURVIVING CORPORATION:
GUINDI & SWEET, P.A.

(Print Name)

(Print Name) (As to 2,3)

② 2. By: John Sweet
John Sweet, M.D., as
president

③ 3. By: John V. Parker
John V. Parker, M.D., as
secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Merger was acknowledged before me this 23rd day of May, 1997, by David Goss, M.D., as president and secretary of Caring For Women, P.A., who:

[☒] is (or are) personally known to me, or
[] has produced _____ as identification and
who did (did not) take an oath.

And he/she acknowledged before me that he/she read and executed the same and that the facts contained therein are true and correct.



CHERYL J. MISTRETTA
My Comm Exp. 10/28/97
Bonded By Service Ins
No. CC326797

Cheryl J. Mistretta
NOTARY PUBLIC
My Commission Expires: 10/28/97

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Merger was acknowledged before me this 23rd day of May, 1997, by Jon Sweet, M.D., as president of Guindi & Sweet, P.A., who:

[☒] is (or are) personally known to me, or
[] has produced _____ as identification and
who did (did not) take an oath.

And he/she acknowledged before me that he/she read and executed the same and that the facts contained therein are true and correct.



CHERYL J. MISTRETTA
My Comm Exp. 10/28/97
Bonded By Service Ins
No. CC326797

Cheryl J. Mistretta
NOTARY PUBLIC
My Commission Expires: 10/28/97

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Merger was acknowledged before me this 23rd day of May, 1997, by John V. Parker, M.D., as secretary of Guindi & Sweet, P.A., who:

[☒] is (or are) personally known to me, or
[] has produced _____ as identification and
who did (did not) take an oath.

And he/she acknowledged before me that he/she read and executed the same and that the facts contained therein are true and correct.

Cheryl J. Mistretta
NOTARY PUBLIC
My Commission Expires: 10/28/97



CHERYL J. MISTRETTA
My Comm Exp. 10/28/97
Bonded By Service Ins
No. CC326797

**PLAN AND AGREEMENT OF REORGANIZATION
by merger of
CARING FOR WOMEN, P.A.
with and into
GUINDI & SWEET, P.A.
under the name of
Surviving Corporation**

This is a Plan and Agreement of Merger (the "Agreement") between CARING FOR WOMEN, P.A., a Florida professional service corporation (the "Merging Corporation"), and GUINDI & SWEET, P.A., a Florida professional service corporation d/b/a ADVANCED WOMEN'S HEALTH SPECIALISTS (the "Surviving Corporation").

ARTICLE I - PLAN OF MERGER

1.01. Plan of Merger. A plan of merger of Merging Corporation and Surviving Corporation, pursuant to Section 607.1101 et seq. of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) Merging Corporation shall be merged with and into Surviving Corporation to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be Guindi, Sweet, Goss & Parker, P.A. f/k/a GUINDI & SWEET, P.A.

(c) When this Agreement shall become effective, the separate corporate existence of Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Merging Corporation and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of Merging Corporation, as well as with the assets of Surviving Corporation

(e) The shareholders of Merging Corporation will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of Merging Corporation surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article IV below, shares of its common stock. The Surviving Corporation will amend its Articles of Incorporation as set forth

below to provide for issuance of the shares of common stock to be used in the exchange.

(g) The shareholders of Surviving Corporation will retain their shares as share as of the Surviving Corporation.

(h) (1) Articles I and III of the Articles of Incorporation of Surviving Corporation is amended to read as follows:

Article I - Name

The name of the Corporation shall be
Guindi, Sweet, Goss & Parker, P.A.

Article III - Capital Stock

The maximum number of stock that this Corporation is authorized to have outstanding at any time is one million (1,000,000.00) shares of common stock having a one dollar (\$1.00) par value.

(2) Except as amended in Subparagraph (h)(1), the Articles of Incorporation of Surviving Corporation shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

1.02. Effective Date. The effective date of the merger (Effective Date) shall be the date when the Articles of Merger are filed by the Department of State.

ARTICLE II - REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01. Merging Corporation's Representations and Warranties.
As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Merging Corporation represents and warrants to the Surviving Corporation as follows:

(a) Organization. Merging Corporation is a Florida professional service corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) Subsidiaries. Merging Corporation has no subsidiaries and owns no interest in any corporation, partnership or proprietorship.

(c) Capitalization. Merging Corporation has an authorized capitalization of \$10,000.00, consisting of 10,000 shares of common stock, each of \$1.00 par value, of which 300 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement. David Goss, M.D. is the sole shareholder of Merging Corporation. All issued and outstanding shares of stock of Merging Corporation is duly authorized, validly issued and outstanding, fully paid and nonassessable, and the holders thereof are not subject to personal liability by reason of being such holders. All of such outstanding shares of Merging Corporation were issued in compliance with the Securities Act of 1933, as amended (the "Act"), the rules and regulations thereunder, and all applicable State securities laws and regulations. There are no outstanding options, warrants or rights of any kind to acquire, or any outstanding securities or obligations convertible into, shares of Merging Corporation stock. Merging Corporation is not party to any contracts or agreements giving any person the right to require Merging Corporation to register any of its securities under the Act or any other statute in connection with the resale of such securities.

(d) Options. There are no outstanding options, warrants or rights of any kind to acquire, or any outstanding securities or obligations convertible into, stock of any class of Merging Corporation.

(e) Business. Merging Corporation is not improperly transacting any business in any State or other jurisdiction requiring authorization therefor in which it is not authorized to transact such business. Merging Corporation's sole business is the operation of a medical practice at the following location: 521 W. State Road 434, Longwood, Florida 32750.

(f) Financial Statements. Merging Corporation has furnished the Surviving Corporation with the balance sheet of Merging Corporation as of _____ [date] and the related statement of income for the twelve months then ended, and an interim unaudited balance sheet (the Balance Sheet) as of _____ [date] (the Balance Sheet Date) and the related statement of income for the _____ [e.g., twelve-] month period then ended. These financial statements (i) are in accordance with the books and records of Merging Corporation, (ii) fairly present the financial condition of Merging Corporation, as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) are prepared on a cash basis and therefore do not contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on

events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of Merging Corporation.

(g) Dividends. Since the Merging Corporation's formation, no dividends or distributions of any nature have been declared or paid in respect of any shares of stock of Merging Corporation and no shares of stock of Merging Corporation have been purchased or redeemed by Merging Corporation.

(h) Shareholders Loans. Merging Corporation does not owe Shareholders any monies.

(i) Third Party Loans. Merging Corporation does not have any loans with any third parties, except for those Loans specifically stated on the financial statements.

(j) Execution of Agreement. Execution, delivery and performance of this Agreement and consummation of the transactions herein contemplated will not:

- (i) conflict with, result in the breach of or accelerate the performance required by, any of the terms, conditions or provisions of any charter documents or By-Laws of Merging Corporation or any covenant, agreement or understanding to which Merging Corporation is a party or any order, ruling, decree, judgment, arbitration award or stipulation to which Merging Corporation is subject; or
- (ii) constitute a default thereunder or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of Merging Corporation.

(k) Tax Matters. Merging Corporation is an S Corporation. Merging Corporation has filed all federal, state, county, local and other income, excise, property and other tax returns (collectively "Returns") which are required to have been filed by it, and such returns are complete and correct in all material respects, and Merging Corporation has paid all taxes (including but not limited to payroll, social security and sales taxes) which have become due pursuant to such returns or pursuant to any assessments received by Merging Corporation.

(l) Assets. Merging Corporation has good and marketable title to all of its properties and assets, real and personal, tangible and intangible. All of such properties and assets are free and clear of all mortgages, liens, pledges, encumbrances, taxes (except for personal property taxes for 1997) charges, agreements, claims, restrictions and defects of title which would

be material in value or amount with respect to such property. (A list of the assets is attached hereto as Exhibit "A".)

(m) Employment Agreement. Merging Corporation has no written Employment Agreements with any officer, director or employee of Merging Corporation. Merging Corporation does not have any contract or other agreement with any labor union or any other labor organization.

(n) Pension Plans. Except for a _____ (the "Merging Corporation Plan"), Merging Corporation maintains no other employee pension, benefit, profit-sharing or welfare plans as defined in the Employee Retirement Income Security Act of 1974 ("ERISA"), or any deferred compensation, welfare, bonus, pension, profit-sharing or fringe benefit plan or formal arrangement ("Employment Plans"), covering any employee or former employee of the Merging Corporation nor has any officer or director taken any action directly or indirectly to obligate the Merging Corporation to institute any such Employee. The Merging Corporation Pension Plan will be terminated at Closing.

(o) Litigation. To the best of its knowledge, neither Merging Corporation nor its employees are engaged in, or a party to, threatened with, any legal action (including malpractice) or other proceedings before any court, any arbitrator or any kind of any administrative agency, except for the following matter: Medical Consultants of America, Inc. v. Caring For Women, P.A. (re: commission for Dr. Lizama) and there are no outstanding orders, rulings, decrees, judgments or stipulations to which Merging Corporation is a party or by which Merging Corporation is bound which materially and adversely affects or may so affect Merging Corporation or its business or properties.

(p) Malpractice Insurance. Merging Corporation has malpractice insurance which will cover any and all claims against the Merging Corporation and its doctors. The carrier is PPTF Insurance. The coverage of the malpractice insurance is \$500,000.00/\$1,000,000.00.

(q) Leases. Merging Corporation is not a party to any Lease other than those listed on Exhibit "B", attached hereto. The leases are current.

(r) Contracts. Merging Corporation is not a party to any Contracts other than those listed on Exhibit "C" attached hereto. The contracts are current.

(s) Government. To the best of its knowledge, no complaints from any governmental authorities have been received by Merging Corporation which are still outstanding and, so far as is known to Merging Corporation, none are threatened that Merging Corporation is in violation of any law, ordinance, regulation,

order or decree in relation to its properties or the operations thereof, or the conduct of its business and to the best knowledge of Merging Corporation is not in violation of any such law, ordinance, regulation, order or decree which would have a material adverse impact on Merging Corporation.

(t) Licenses. The Merging Corporation owns and holds all licenses and other permits and authorizations necessary for the operation of the business as presently conducted, and such licenses, permits or authorizations will be in full force and effect for the entire duration of their respective unexpired statutory license terms.

(u) Insurance. All insurance policies covering fire, casualty, theft, liability and other matters held by Merging Corporation are in the amounts in accordance with prudent business practice and are currently in force. Since the date of incorporation of its Merging Corporation; all premiums have been paid and Merging Corporation has not been notified by any representative of an insurer that any of the policies will be cancelled or its coverage reduced. Copies of the insurance policies which are now and at closing currently in effect are attached hereto as Exhibit "D".

(v) Undisclosed Liabilities. There are no other obligations of the Merging Corporation other than the liabilities, a list of which is attached hereto as Exhibit "D".

(w) Banking and Powers of Attorney. Exhibit "E" attached hereto lists, as of the date of this Agreement:

- (i) The name of each bank in which Merging Corporation has an account, and the names of all persons authorized to draw thereon;
- (ii) The name of each bank in which Merging Corporation has a safe deposit box and the names of all persons who have access thereto;
- (iii) The names of all persons, firms or corporations, if any, holding general or special powers of attorney from Merging Corporation and a summary of the terms thereof; and
- (iv) All credit cards and similar accounts on which Merging Corporation may be liable and the names of the persons holding such cards or authorized to utilize such accounts.

2.02. Surviving Corporation's Representations and Warranties.
As a material inducement to the Merging Corporation to execute this Agreement and perform its obligations under this Agreement, Surviving Corporation represents and warrants to the Merging Corporation as follows:

(a) Organization. Surviving Corporation is a Florida professional service corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) Subsidiaries. Surviving Corporation has no subsidiaries and owns no interest in any corporation, partnership or proprietorship.

(c) Capitalization. Surviving Corporation has an authorized capitalization of \$100,000, consisting of 100,000 shares of common stock, each of \$1.00 par value, of which 100,000 shares are issued. 50,001 shares of the 100,000 issued shares are outstanding, fully paid, and nonassessable on the date of this Agreement. The outstanding shares are presently owned as follows:

Jon Sweet, M.D.	25,000
John V. Parker, M.D.	25,000
Edward Guindi, M.D.	<u>1</u>
	50,001

(Surviving Corporation has 49,999 shares.)

All issued and outstanding shares of stock of Surviving Corporation is duly authorized, validly issued and outstanding, fully paid and nonassessable, and the holders thereof are not subject to personal liability by reason of being such holders. All of such outstanding shares of Surviving Corporation were issued in compliance with the Securities Act of 1933, as amended (the "Act"), the rules and regulations thereunder, and all applicable State securities laws and regulations. There are no outstanding options, warrants or rights of any kind to acquire, or any outstanding securities or obligations convertible into, shares of Surviving Corporation stock. Surviving Corporation is not party to any contracts or agreements giving any person the right to require Surviving Corporation to register any of its securities under the Act or any other statute in connection with the resale of such securities.

(d) Options. There are no outstanding options, warrants or rights of any kind to acquire, or any outstanding securities or obligations convertible into, stock of any class of Surviving Corporation, except for a Stock Option Agreement in favor of Edward Guindi, M.D.

(e) Business. Surviving Corporation is not improperly transacting any business in any State or other jurisdiction requiring authorization therefor in which it is not authorized to transact such business. Surviving Corporation's business is the operation of a medical practices at the following locations:

(i) 661 E. Altamonte Drive, Suite 326,
Altamonte Springs, Florida 32701;

- (ii) 1403 Medical Plaza Drive, Suite 207,
Sanford, Florida 32771;
- (iii) 1061 Medical Center, Suite 301, Orange
City, Florida 32763; and
- (iv) 202 N. Park Avenue, Apopka, Florida
32703.

(f) Financial Statements. Surviving Corporation has furnished the Merging Corporation with the balance sheet of Surviving Corporation as of _____ [date] and the related statement of income for the twelve months then ended, and an interim unaudited balance sheet (the Balance Sheet) as of _____ [date] (the Balance Sheet Date) and the related statement of income for the _____ [e.g., twelve-] month period then ended. These financial statements (i) are in accordance with the books and records of Surviving Corporation, (ii) fairly present the financial condition of Surviving Corporation, as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) are prepared on a cash basis and therefore do not contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of Surviving Corporation.

(g) Dividends. Since the Surviving Corporation's formation, no dividends or distributions of any nature have been declared or paid in respect of any shares of stock of Surviving Corporation and no shares of stock of Surviving Corporation have been purchased or redeemed by Surviving Corporation except for the redemption of all but one share of Edward Guindi, M.D. pursuant to a Stock Redemption Agreement.

(h) Shareholders Loans. Surviving Corporation does not owe Shareholders any monies other than those monies due Edward Guindi, M.D. pursuant to a Stock Redemption Agreement.

(i) Third Party Loans. Surviving Corporation does not have any loans with any third parties other than Sun Trust and Caring For Women, P.A. and those indicated on the financial statement.

(j) Execution of Agreement. Execution, delivery and performance of this Agreement and consummation of the transactions herein contemplated will not:

- (i) conflict with, result in the breach of or accelerate the performance required by, any of the terms, conditions or provisions of any charter documents or By-Laws of Surviving Corporation or any covenant, agreement or understanding to which Surviving Corporation is a party or any order, ruling, decree, judgment, arbitration award or stipulation to which Surviving Corporation is subject; or
- (ii) constitute a default thereunder or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of Surviving Corporation.

(k) Tax Matters. Surviving Corporation is an C Corporation. Surviving Corporation has filed all federal, state, county, local and other income, excise, property and other tax returns (collectively "Returns") which are required to have been filed by it, and such returns are complete and correct in all material respects, and Surviving Corporation has paid all taxes (including but not limited to payroll, social security and sales taxes) which have become due pursuant to such returns or pursuant to any assessments received by Surviving Corporation.

(l) Assets. Surviving Corporation has good and marketable title to all of its properties and assets, real and personal, tangible and intangible. All of such properties and assets are free and clear of all mortgages, liens, pledges, encumbrances, taxes (except for personal property taxes), charges, agreements, claims, restrictions and defects of title which would be material in value or amount with respect to such property. (A list of the assets is attached hereto as Exhibit "G".)

(m) Employment Agreement. Surviving Corporation has no written Employment Agreements with any officer, director or employee of Surviving Corporation, except for those Employment Agreements attached hereto as Exhibit "H". Surviving Corporation does not have any contract or other agreement with any labor union or any other labor organization.

(n) Pension Plans. Except for a Advanced Women's Health Specialists 401K Profit Sharing Plan (the "Surviving Corporation 401K Plan"), Surviving Corporation maintains no other employee pension, benefit, profit-sharing or welfare plans as defined in the Employee Retirement Income Security Act of 1974 ("ERISA"), or any deferred compensation, welfare, bonus, pension, profit-sharing or fringe benefit plan or formal arrangement ("Employment Plans"), covering any employee or former employee of the Surviving Corporation nor has any officer or director taken any action directly or indirectly to obligate the Surviving Corporation to institute any such Employee.

(o) Litigation. To the best of its knowledge, neither surviving Corporation nor its employees are engaged in, or a party to, threatened with, any legal action (including malpractice) or other proceedings before any court, any arbitrator or any kind of any administrative agency, except for the following: (i) a potential claim by Eileen Farwick, D.O. (whose prior lawsuit was dismissed without prejudice), (ii) a letter from the Florida Commission on Human Relations concerning Eileen Farwick, D.O., (iii) a malpractice claim/case against Surviving Corporation and/or John V. Parker, and (iv) a malpractice claim/case against Surviving Corporation and Jon Sweet. There are no outstanding orders, rulings, decrees, judgments or stipulations to which Surviving Corporation is a party or by which Surviving Corporation is bound which materially and adversely affects or may so affect Surviving Corporation or its business or properties.

(p) Malpractice Insurance. Surviving Corporation has malpractice insurance which will cover any and all claims against the Surviving Corporation and its doctors. The carrier is EPIC. The coverage of the malpractice \$1,000,000/\$3,000,000.

(q) Leases. Surviving Corporation is not a party to any Lease other than those listed on Exhibit "I", attached hereto and those real estate leases with EdJo, Inc., a Florida corporation. (EdJo, Inc., is a Florida corporation consisting of the two present shareholders of Surviving Corporation.) The leases are current.

(r) Contracts. Surviving Corporation is not a party to any Contracts other than those listed on Exhibit "J" attached hereto, a Stock Redemption Agreement and Stock Option Agreement with Edward Guindi, M.D. and a Consulting Agreement with E.G. Medical Consultants, Inc. The contracts are current.

(s) Government. To the best of its knowledge, no complaints from any governmental authorities have been received by Surviving Corporation which are still outstanding and, so far as is known to Surviving Corporation, none are threatened that Surviving Corporation is in violation of any law, ordinance, regulation, order or decree in relation to its properties or the operations thereof, or the conduct of its business and to the best knowledge of Surviving Corporation is not in violation of any such law, ordinance, regulation, order or decree which would have a material adverse impact on Surviving Corporation.

(t) Licenses. To the best of its knowledge, the Surviving Corporation owns and holds all licenses and other permits and authorizations necessary for the operation of the business as presently conducted, and such licenses, permits or authorizations will be in full force and effect for the entire duration of their respective unexpired statutory license terms.

(u) Insurance. To the best of its knowledge, all insurance policies covering fire, casualty, theft, liability and other matters held by Surviving Corporation are in the amounts in accordance with prudent business practice and are currently in

force. Since the date of incorporation of its Surviving Corporation; all premiums have been paid and Surviving Corporation has not been notified by any representative of an insurer that any of the policies will be cancelled or its coverage reduced. Copies of the insurance policies which are now and at closing currently in effect are attached hereto as Exhibit "J".

(v) Undisclosed Liabilities. To the best of its knowledge, there are no other obligations of the Surviving Corporation other than the liabilities, a list of which is attached hereto as Exhibit "X".

(w) Banking and Powers of Attorney. Exhibit "L" attached hereto lists, as of the date of this Agreement:

- (i) The name of each bank in which Surviving Corporation has an account, and the names of all persons authorized to draw thereon;
- (ii) The name of each bank in which Surviving Corporation has a safe deposit box and the names of all persons who have access thereto;
- (iii) The names of all persons, firms or corporations, if any, holding general or special powers of attorney from Surviving Corporation and a summary of the terms thereof; and
- (iv) All credit cards and similar accounts on which Surviving Corporation may be liable and the names of the persons holding such cards or authorized to utilize such accounts.

2.03. Securities Law. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE III - COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01. Interim Conduct of Business; Limitations. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the Constituent Corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts.

(

(a) Except with the prior consent in writing of **Surviving Corporation**, pending consummation of the merger, **Merging Corporation** shall not:

- (i) Except on declaration and payment of a cash dividend on its common stock not exceeding \$_____ per share, declare or pay any dividend or make any other distribution on its shares.
- (ii) Create or issue any indebtedness for borrowed money.
- (iii) Enter into any transaction other than those involved in carrying on its ordinary course of business.

(b) Except with the prior consent in writing of **Merging Corporation**, pending consummation of the merger, **Surviving Corporation** shall not:

- (i) Except on declaration and payment of a cash dividend on its common stock not exceeding \$_____ per share, declare or pay any dividend or make any other distribution on its shares.
- (ii) Create or issue any indebtedness for borrowed money.
- (iii) Enter into any transaction other than those involved in carrying on its ordinary course of business except for a Stock Redemption Agreement with Edward Guindi, M.D.

3.02. Submission to Shareholders. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida.

3.03. Conditions Precedent to Obligations of Merging Corporation. Except as may be expressly waived in writing by **Merging Corporation**, all of the obligations of **Merging Corporation**, under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by **Surviving Corporation**:

(a) The representations and warranties made by **Surviving Corporation** to **Merging Corporation** in Article II of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If **Surviving Corporation** shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to

Merging Corporation and shall either correct the error, misstatement, or omission or obtain a written waiver from Merging Corporation.

(b) Surviving Corporation shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) Surviving Corporation shall have delivered to Merging Corporation an opinion of counsel for Surviving Corporation, dated the Effective Date, to the effect that:

- (1) Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of Surviving Corporation. Surviving Corporation has no subsidiaries.
- (2) The execution, the delivery, and the performance of this Agreement by Surviving Corporation has been duly authorized and approved by requisite corporate action of Surviving Corporation.
- (3) This Agreement and the instruments delivered to Merging Corporation under this Agreement have been duly and validly executed and delivered by Surviving Corporation and constitute the valid and binding obligations of Surviving Corporation, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) Surviving Corporation shall have delivered to Merging Corporation a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraph (a) and (b) of this Paragraph 3.03.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and

documents shall be satisfactory in form and substance to counsel for Merging Corporation.

(g) Each stockholder of Surviving Corporation shall have delivered a letter to Merging Corporation and Dr. Goss containing the indemnity agreement and other provisions prescribed in Paragraph 7.03 of this Agreement.

(h) Shareholder(s)/employee(s) of Surviving Corporation (other than Edward Guindi, M.D.) shall have entered into an Employment Agreement(s) and Stock Restriction and Retirement Agreement with Surviving Corporation in forms mutually agreed on by the parties to this Agreement.

3.04. Conditions Precedent to Obligations of Surviving Corporation. Except as may be expressly waived in writing by Surviving Corporation, all of the obligations of Surviving Corporation under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Merging Corporation:

(a) The representations and warranties made by Merging Corporation to Surviving Corporation in Article II of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If Merging Corporation shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Surviving Corporation and shall either correct the error, misstatement, or omission or obtain a written waiver from Surviving Corporation

(b) Merging Corporation shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) Merging Corporation shall have delivered to Surviving Corporation an opinion of counsel for Merging Corporation, dated the Effective Date, to the effect that:

- (1) Merging Corporation is a Florida professional service corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business in a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of Merging Corporation. Merging Corporation has no subsidiaries.

(2) The execution, the delivery, and the performance of this Agreement by Merging Corporation has been duly authorized and approved by requisite corporate action of Merging Corporation.

(3) This Agreement and the instruments delivered to Surviving Corporation under this Agreement have been duly and validly executed and delivered by Merging Corporation and constitute the valid and binding obligations of Merging Corporation, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) Merging Corporation shall have delivered to Surviving Corporation a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of Merging Corporation and certifying to the satisfaction of the conditions specified in Subparagraphs (a), (b);, and (f) of this Paragraph 3.04.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for Surviving Corporation.

(g) Each stockholder of Merging Corporation shall have delivered a letter to Surviving Corporation and each stockholder of Surviving Corporation (other than Dr. Goss) containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

(h) David Goss, M.D. shall have entered into an Employment Agreement and Stock Restriction and Retirement Agreement with Surviving Corporation in forms mutually agreed on by the parties to this Agreement.

ARTICLE IV - MANNER OF CONVERTING SHARES

4.01. Manner. The holders of shares of Merging Corporation shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article IV.

4.02. Basis. Dr. David Goss, the sole shareholder of Merging Corporation shall be entitled to receive 25,000 shares of the 100,000 issued shares of common stock of the Surviving Corporation,

each of \$1.00 par value, being approximately 33% percent of the total issued and outstanding common stock of the Surviving Corporation, to be distributed on the basis of _____ [e.g., one] share for each share of common stock of Merging Corporation.

4.03. Shares of Survivor. The Surviving Corporation has 100,000 shares with 100,000 issued and 50,001 outstanding. The Surviving Corporation has redeemed 49,999 shares of Edward Guindi, M.D. pursuant to a Stock Redemption Agreement. The currently outstanding 50,001 shares of common stock of Surviving Corporation, each of \$1.00 par value, shall remain outstanding as common stock, each of \$1.00 par value, of the Surviving Corporation.

ARTICLE V - DIRECTORS AND OFFICERS

5.01. Directors and Officers of Survivor. On the Effective Date, the names of the Directors and principal officers of the Surviving Corporation who shall hold office until the next annual meeting of the shareholders of the Surviving Corporation or until their respective successors have been elected or appointed and qualified are:

<u>Director</u>		<u>Officer</u>
Jon Sweet, M.D.	X	President
David Goss, M.D.	X	Vice-president
John Parker, M.D.	X	Secretary
Jon Sweet, M.D.	X	Treasurer

ARTICLE VI - BYLAWS

6.01. Bylaws of Survivor. The bylaws of Surviving Corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE VII - NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR

7.01. Nature and Survival of Representations and Warranties. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Merging Corporation, Surviving Corporation, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of five (5) years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

7.02. Indemnification (Shareholders of Merging Corporation). Merging Corporation agrees that on or prior to the Effective Date it shall obtain from the stockholders an agreement under which the stockholders shall indemnify and hold harmless Surviving Corporation and its shareholders (other than Dr. Goss) against and in respect of sixty six percent (66%) of all damages (as defined in this paragraph). Damages, as used in this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid damages or to oppose the imposition of damages, or in enforcing this indemnity, resulting to Surviving Corporation from (i) any inaccurate representation made by or on behalf of Merging Corporation or its stockholders in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of Merging Corporation or the stockholders, in or pursuant to this Agreement; (iii) breach or default in the performance by Merging Corporation of any of the obligations to be performed by it under this Agreement; or (iv) breach or default in the performance by the stockholder of any of the obligations to be performed by them under any agreement delivered by them to Surviving Corporation pursuant to this Agreement. The stockholders shall reimburse Surviving Corporation and its shareholders (other than Dr. Goss) on demand for any payment made or for any loss suffered by Surviving Corporation and its shareholders (other than Dr. Goss) at any time after the Effective Date, based on the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. The stockholders shall satisfy their obligations to Surviving Corporation and its shareholders (other than Dr. Goss) by the payment of cash on demand. The stockholders shall have the opportunity to defend any claim, action, or demand asserted against Surviving Corporation for which Surviving Corporation and its shareholders (other than Dr. Goss) claim(s) indemnify against the stockholders; provided that (i) the defense is conducted by reputable counsel approved by Surviving Corporation, which approval shall not be unreasonably withheld; (ii) the defense is expressly assumed in writing within ten days after written notice of the claim, action, or demand is given to the stockholders; and (iii) counsel for Surviving Corporation may participate at all times and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand, at the expense of Merging Corporation and Dr. Goss.

7.03. Indemnification (Shareholders of Surviving Corporation). Surviving Corporation agrees that on or prior to the Effective Date it shall obtain from the stockholders an agreement under which the stockholders shall indemnify and hold harmless Merging Corporation and Dr. Goss against and in respect of thirty three percent (33%) of all damages (as defined in this paragraph). Damages, as used in this paragraph, shall include any claim, action, demand, loss, cost, expense, liability, penalty, and other damage, including without limitation, counsel fees and other costs and expenses incurred in investigating, in attempting to avoid

damages or to oppose the imposition of damages, or in enforcing this indemnity, resulting to Merging Corporation from (i) any inaccurate representation made by or on behalf of Surviving Corporation or its stockholders in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of Surviving Corporation or the stockholders, in or pursuant to this Agreement; (iii) breach or default in the performance by Surviving Corporation of any of the obligations to be performed by it under this Agreement; or (iv) breach or default in the performance by the stockholder of any of the obligations to be performed by them under any agreement delivered by them to Merging Corporation pursuant to this Agreement. The stockholders shall reimburse Merging Corporation and Dr. Goss on demand for any payment made or for any loss suffered by Merging Corporation and Dr. Goss at any time after the Effective Date, based on the judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands, or actions, in respect of any damages specified by the foregoing indemnity. The stockholders shall satisfy their obligations to Merging Corporation and Dr. Goss by the payment of cash on demand. The stockholders shall have the opportunity to defend any claim, action, or demand asserted against Merging Corporation for which Merging Corporation and Dr. Goss claim(s) indemnify against the stockholders; provided that (i) the defense is conducted by reputable counsel approved by Merging Corporation and Dr. Goss, which approval shall not be unreasonably withheld; (ii) the defense is expressly assumed in writing within ten days after written notice of the claim, action, or demand is given to the stockholders; and (iii) counsel for Merging Corporation may participate at all times and in all proceedings (formal and informal) relating to the defense, compromise, and settlement of the claim, action, or demand, at the expense of Surviving Corporation and its shareholders.

ARTICLE VIII - TERMINATION

8.01. Circumstances. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the Board of Directors of the constituent corporations.

(b) At the election of the Board of Directors of either constituent corporation if:

- (1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.

- (2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
- (4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

(c) At the election of the Board of Directors of Merging Corporation if the Commissioner of Internal Revenue shall not have ruled, in substance, that for federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be recognized to the shareholders of Merging Corporation on the exchange of their common stock for stock of the Surviving Corporation.

(d) At the election of the Board of Directors of Surviving Corporation if without the prior consent in writing of Surviving Corporation, Merging Corporation shall have:

- (1) Declared or paid a cash dividend on its common stock.
- (2) Created or issued any indebtedness for borrowed money.
- (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

(e) At the election of the Board of Directors of Merging Corporation if without the prior consent in writing of Merging Corporation, Surviving Corporation shall have:

- (1) Declared or paid a cash dividend on its common stock.
- (2) Created or issued any indebtedness for borrowed money.
- (3) Entered into any transaction other than those involved in carrying on its business in the usual manner except for stock redemption of the shares owned by Edward Guindi, M.D.

8.02. Notice of and Liability on Termination. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE IX - MISCELLANEOUS

9.01. Further Assurances. Merging Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Surviving Corporation further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article I of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

9.02. Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only by a writing signed by each party hereto. The waiver by a party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such party thereafter to enforce such provision.

9.03. Costs of Enforcement. In the event a party initiates legal action (including both trial and appellate proceedings) to enforce his or its rights hereunder, the prevailing party in such action shall recover from the nonprevailing party his or its reasonable litigation expenses (including, but not limited to, reasonable attorneys' fee and legal assistant fees) of all such proceedings.

9.04. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto and supersedes all prior contracts, agreements, arrangements, communications, discussions, representations, and warranties, whether oral or written, among the parties.

9.05. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida. Any action to enforce the rights and obligations hereinunder shall be taken in a court of competent jurisdiction in Seminole County, Florida and neither party shall object on the grounds that such forum is inconvenient or lacks proper jurisdiction.

9.06. Waiver of Jury Trial. The parties hereby knowingly, voluntarily and intentionally waive the right any may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement and any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

9.07. Severability. If any provision of this Agreement is deemed invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof, unless the invalidity of such provision will defeat the purpose of this Agreement.

9.08. Notices. Any notices required by this Agreement shall be addressed to the parties at the following addresses, or at such other address designed in writing by the party to receive notice:

If to Surviving Corporation: Guindi & Sweet, P.A.
661 E. Altamonte Drive
Suite 326
Altamonte Springs, FL 32701
Attn: Jon Sweet, M.D.

If to Merging Corporation: Caring For Women, P.A.
Attn: David Goss, president
521 W. State Road 434
Suite 201
Longwood, Florida 32750

Any party by written notice to the other parties may change the address or the persons to whom notices or copies thereof shall be directed.

Notices shall be either (1) personally delivered (including delivery by Federal Express or other courier services) to the address set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by Western Union Telegram, in which case they shall be deemed delivered on the date Western Union delivers it telephonic communication; (3) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivered is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of the deposit in the

U.S. Mail. Notices or communications to or from a party's attorney will be deemed to be or from the party.

9.09. Acceptance By Telecopier. Either party may demonstrate its execution or acceptance of this Agreement by facsimile transmitted via telecopier showing the transmitting parties' signature thereon. Such a facsimile, once received by the other party, shall bind the transmitting party to the same extent as would delivery of this Agreement (or a counter party hereof) containing the parties' actual signature.

9.10. Construction. The parties acknowledged that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits thereto.

9.11. Confidentiality. Without the prior written consent of the other party, no party hereto will disclose any confidential information or trade secrets received or learned during the course of any investigation by it from any other party pursuant to the terms of this Agreement, other than any such information in the public domain. If this Agreement is terminated for any reason, each party will continue to hold such information in confidence, and will, to the extent requested by the party from which the information was received, promptly return to the latter party all written materials and all copies received, made, or extracted from the records shall be returned.

9.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same instrument.

9.13. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto. No rights, obligations, or liabilities hereunder shall be assignable by any party without the prior written consent of the other parties.

9.14. Waivers. Any waiver by any party of any violation of, breach of, or default under any provisions of this Agreement by another party shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this Agreement.

9.15. Third Parties. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement.

9.16. Exhibits. The Exhibits attached to this Agreement are incorporated herein and shall be part of this Agreement for all purposes.

9.17. Headings. The headings in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement.

9.18. Effective Date. The Effective Date of this Agreement shall be the date the last party executes this Agreement which shall be no later than May 23, 1997.

9.19. Waiver of Loan. Upon the consummation of this transaction, Merging Corporation and David Goss, M.D. waive any claim for any monies lent to Surviving Corporation.

IN WITNESS WHEREOF, this Agreement was executed on May 23, 1997.

MERGING CORPORATION:
CARING FOR WOMEN, P.A.

Lisa Mikasen 1,2,3,4

LISA MIKASEN
(Print Name)

Cheryl J. Mistratta (1,2,3,4)

CHERYL J. MISTRATTA
(Print Name)

①

By:

David Goss, M.D., as President

ATTEST:

②

David Goss, M.D.
Secretary

SURVIVING CORPORATION:
GUINDI & SWEET, P.A.

(Print Name)

(Print Name)

③

By:

Jon Sweet, M.D., as President

ATTEST:

④

John V. Parker, M.D.
Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of May, 1997, by David Goss, M.D., as president and secretary of Caring For Women, P.A., who is (or are) personally known to me or has produced _____ as identification and who did (did not) take an oath.



CHERYL J. MISIRETTA
My Comm Exp. 10/28/97
Bonded By Service Ins.
No. CC328797

Cheryl J. Mistretta

NOTARY PUBLIC

My Commission Expires: 10/28/97

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of May, 1997, by Jon Sweet, M.D., as president of Guindi & Sweet, P.A., who is (or are) personally known to me or has produced _____ as identification and who did (did not) take an oath.



CHERYL J. MISIRETTA
My Comm Exp. 10/28/97
Bonded By Service Ins.
No. CC328797

Cheryl J. Mistretta

NOTARY PUBLIC

My Commission Expires: 10/28/97

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of May, 1997, by John V. Parker, M.D., as secretary of Guindi & Sweet, P.A., who is (or are) personally known to me or has produced _____ as identification and who did (did not) take an oath.



CHERYL J. MISIRETTA
My Comm Exp. 10/28/97
Bonded By Service Ins.
No. CC328797

Cheryl J. Mistretta

NOTARY PUBLIC

My Commission Expires: 10/28/97