

STEVEN E. EISENBERG
ATTORNEY AT LAW

March 8, 1995

Secretary of State
Corporate Records Bureau
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32301

EFFECTIVE DATE

MAR. 6 1995

RE: Coral Springs Walk In Family Medicine Center, Inc.

Gentlemen:

Enclosed please find one original and one copy of the Articles of Incorporation of the above-referenced company, together with a check in the amount of \$122.50 representing the Filing Fee of \$35.00, Certified Copy Fee of \$52.50 and Registered Agent Fee of \$35.00.

Please effect immediate incorporation and forward the Charter together with a certified copy of the Articles of Incorporation to this office.

Thank you for your assistance in this matter.

Very truly yours,

STEVEN E. EISENBERG
ATTORNEY AT LAW

SEE/sht
Enclosures

Reply To:
FORT LAUDERDALE OFFICE
2000 Sterling Road
Suite B-303
Fort Lauderdale, FL
33312
(305) 981-8533
Fax (305) 983-7021

PLANTATION OFFICE
8751 W. Broward Blvd.
Suite 105
Plantation, FL 33324
(305) 474-8498
Fax (305) 474-7021

CHIEF OF BUREAU
MAR 10 1995
*****122.50 *****122.50

MAR 14 1995BSB

W96-5608

(156.2)

FILED
MAR 10 1995
SECRETARY OF STATE
DIVISION OF CORPORATIONS



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

March 14, 1995

STEVEN E. EISENBERG, ESQ.
2699 STIRLING ROAD
SUITE B-303
FT. LAUDERDALE, FL 33312

SUBJECT: CORAL SPRINGS WALK IN FAMILY MEDICINE CENTER, INC.
Ref. Number: W95000005588

We have received your document for CORAL SPRINGS WALK IN FAMILY MEDICINE CENTER, INC. and check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity. Simply adding "of Florida" or "Florida" to the end of an entity name **DOES NOT** constitute a difference. Please select a new name and make the substitution in all appropriate places. One or more words may be added to make the name distinguishable from the one presently on file.

When the document is resubmitted, please return a copy of this letter to ensure that your document is properly handled.

If you have any questions about the availability of a particular name, please call (904) 488-9000.

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

If you have any questions concerning the filing of your document, please call (904) 487-6925.

Brenda Baker
Corporate Specialist

Letter Number: 495A00011258

STEVEN E. EISENBERG
ATTORNEY AT LAW

Reply To:
FORT LAUDERDALE OFFICE
2600 RIVERDALE ROAD
SUITE B-303
FORT LAUDERDALE, FL
33312
(305) 981-8533
FAX (305) 983-7021

PLANTATION OFFICE
1781 W. BROWARD BLVD.
SUITE 105
PLANTATION, FL 33324
(305) 474-8486
FAX (305) 983-7021

March 16, 1995

Bronda Baker
Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: Coral Springs, Florida Walk In Family Medicine Center, Inc.

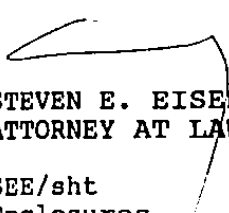
Dear Ms. Baker:

I am returning to you one original and one copy of the Articles of Incorporation of the above-referenced company, with the name revised per our telephone conversation of this date. A check in the amount of \$122.50 representing the Filing Fee of \$35.00, Certified Copy Fee of \$52.50 and Registered Agent Fee of \$35.00 has been previously sent to you.

Please effect immediate incorporation and forward the Charter together with a certified copy of the Articles of Incorporation to this office.

Thank you for your assistance in this matter.

Very truly yours,


STEVEN E. EISENBERG
ATTORNEY AT LAW

SEE/sht
Enclosures

ARTICLES OF INCORPORATION
OF
FLORIDA
CORAL SPRINGS, WALK IN FAMILY MEDICINE CENTER, INC.
EFFECTIVE DATE
MAR 8 1995

The undersigned incorporator to these Articles of Incorporation, a natural person competent to contract, hereby forms a corporation for profit pursuant to the Florida General Corporation Act, as particularly set forth in Chapter 607 of the Florida Statutes.

ARTICLE I - NAME

The name of the corporation is CORAL SPRINGS, WALK IN FAMILY MEDICINE CENTER, INC.

ARTICLE II - NATURE OF BUSINESS

This corporation is organized for the purpose of transacting any or all lawful business, including but not limited to:

(a) To acquire by purchase, lease or otherwise, lands and interest in lands, and to own, hold, improve, develop and manage any real estate so acquired, and to erect, or cause to be erected, on any lands owned, held or occupied by the corporation, buildings or other structures, public or private, with their appurtenances and to manage, operate, lease, rent, rebuild, enlarge, alter or improve any buildings or other structures, now or hereafter erected on any lands so owned, held or occupied and to encumber or dispose of any lands or interests in lands and any buildings or other structures, at any time owned or held by the corporation. To buy, sell, mortgage, exchange, lease, hold for investment or otherwise, use and operate real estate of all kinds, improved or unimproved, and any right or interest therein.

(b) To acquire by purchase, lease, manufacture, or otherwise, any personal property deemed necessary or useful in the equipment, furnishing or improvement, development or management of any property, real or personal, at any time owned, held or occupies by the corporation, and to invest, trade or deal in any personal property deemed beneficial to the corporation and to lease, rent, encumber or dispose of any personal property at any time owned or held by the corporation.

(c) To contract debts and borrow money, issue and sell or pledge bonds, debentures, notes or other evidences of indebtedness and to execute such mortgages, transfers or corporate property, or other instruments to secure the payment of corporate indebtedness as required.

(d) To purchase the corporate assets of any other corporation and engage in the same or other character of business.

(e) To guarantee, endorse, purchase, hold, sell, transfer, mortgage, pledge or otherwise acquire or dispose of the shares of the capital stock, or any bonds, securities, or other evidences of indebtedness created by another corporation of the State of Florida or any other state or government and while owner of such stock, to exercise all the rights, powers and privileges of ownership, including the right to vote such stock.

(f) To enter into, make, perform and carry out contracts and agreements of every kind, for any lawful purpose, without limit as to amount, with any person, firm, association or corporation; and to transact any further and other business necessarily connected with the purposes of this corporation or calculated to facilitate the same.

(g) To carry on any or all of its operations and businesses and to promote its objects within the State of Florida or elsewhere, without restriction as to place or amount; and to have, use, exercise and enjoy all of the general powers of like corporations.

(h) To engage in any and all lawful businesses, trades, occupations and professions.

(i) To do any or all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world as principals, agents, contractors or otherwise, alone, or in company with others and to do and perform all other things and acts as may be necessary, profitable or expedient in carrying on any of the business or acts named above.

The intention is that none of the objects and powers as hereinabove set forth, except where otherwise specified in this Article, shall be in any wise limited or restricted by reference to or inference from the terms of any other objects, powers or clauses of this Article or any other Articles; but that the objects and powers specified in each of the clauses in this article shall be regarded as independent objects and powers.

ARTICLE III - CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any time is **TEN THOUSAND (10,000)** shares of common stock, each having the par value of \$1.00.

Authorized capital stock may be paid for in cash, services or property, at a just value to be fixed by the Board of Directors of this corporation at any regular or special meeting.

ARTICLE IV - TERM OF EXISTENCE

This corporation shall have perpetual existence.

ARTICLE V - ADDRESS

The initial street address of the principal office of this corporation is to be at 10308 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA. The Board of Directors may from time to time designate such other address and place for the principal office of this corporation as it may see fit.

ARTICLE VI - DIRECTORS

The business and the affairs of this corporation shall be managed by a Board of Directors, which shall be elected by the Shareholders and serve as provided in the By-Laws. The number of the members of the Board of Directors may either be increased or decreased from time to time by the By-Laws, but shall never be less than one (1). The corporation shall have 2 (TWO) directors initially.

ARTICLE VII - INITIAL DIRECTORS

The names and street addresses of the first Board of Directors who shall hold their office until their successors are elected and have qualified, are as follows:

<u>Name</u>	<u>Address</u>
DR. GERARD STERLING	10308 WEST SAMPLE ROAD CORAL SPRINGS, FLORIDA 33065
GAIL SLIPAKOFF	10308 WEST SAMPLE ROAD CORAL SPRINGS, FLORIDA 33065

ARTICLE VIII - INCORPORATOR

The name and street address of the incorporator of these Articles of Incorporation shall be as follows:

GAIL SLIPAKOFF	10308 WEST SAMPLE ROAD CORAL SPRINGS, FLORIDA
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ARTICLE IX - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 10308 WEST SAMPLE ROAD, CORAL SPRINGS, FL 33065, and the name of the initial registered agent of this corporation is DR. GERARD STERLING.

ARTICLE X - EFFECTIVE DATE

These Articles of Incorporation shall be effective and the corporation's existence shall begin when these Articles of Incorporation are acknowledged.

ARTICLE XI - VOTING RIGHTS

Except as otherwise provided by law, the entire voting power for the election of directors and for all other purposes shall be vested exclusively in the holders of the outstanding common shares.

ARTICLE XII - BY-LAWS

The power to adopt, alter, amend or repeal By-Laws shall be vested in the Board of Directors and the Shareholders.

ARTICLE XIII - INDEMNIFICATION

This corporation shall indemnify any officer or director or any former officer or director to the extent permitted by law.

ARTICLE XIV - PREEMPTIVE RIGHTS

The corporation elects to have preemptive rights as provided for by the Florida General Corporation Act.

ARTICLE XV - AMENDMENT

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the Shareholders and approved at a Shareholders' meeting by a majority of the stock entitled to vote thereon, unless all the Directors and all the Shareholders sign a written statement manifesting their intention that a certain amendment of these Articles of Incorporation be made.

ARTICLE XVI-SHAREHOLDERS' AGREEMENTS

The shareholders may restrict the discretion of the Board of Directors in its management of the business of the corporation, or to otherwise place the provisions permitting restriction on the discretion of the Board of Directors in the management of the business of the corporation by the shareholders by way of a Shareholder Agreement executed by all of the shareholders. The Shareholders' Agreement is to be kept on file with the records of the corporation for examination by the shareholders.

IN WITNESS WHEREOF, I have herunto set my hand and seal,
acknowledged and filed the foregoing Articles of Incorporation
under the laws of the State of Florida, this 6 day of March, 1995.

GAIL SLIPAKOFF
Incorporator

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day personally appeared before
me, an officer duly authorized to administer oaths and take
acknowledgments, GAIL SLIPAKOFF, to me well known to be the person
described in and/or that I relied upon the following form of
identification of the above-named person: Florida Driver's License
and who executed the foregoing instrument, and he/she acknowledged
before me the matters and things contained in the above and
foregoing are true and correct, and that an oath was/was not taken.

WITNESS my hand and official seal in the County and State last
aforesaid this 6 day of March, A.D., 1995.

NOTARY SEAL



LYNN P. BURGESS
My Comm Exp. 12/28/98
Bonded By Service Inc
No. CC430140
Personally Known 11/28/98

Lynn P. Burgess
NOTARY SIGNATURE

LYNN P. BURGESS
PRINTED NOTARY SIGNATURE

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

Having been named to accept service of process for this
corporation, at the place designated in the certificate, I hereby
accept the appointment and agree to act in this capacity and to
comply with the provisions of Chapter 48.091, Florida Statutes,
relative to keeping open said office.

DR. GERARD STERLING
Registered Agent

STATE OF FLORIDA
DEPARTMENT OF STATE

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.

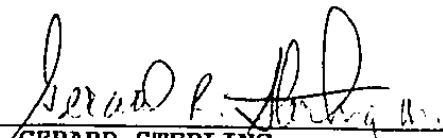
The following is
submitted in compliance
with Chapter 607.037,
Florida Statutes:

^{FLORIDA}
CORAL SPRINGS, ^{FL} WALK IN FAMILY MEDICINE CENTER, INC., is a
corporation organized under the laws of the State of Florida with
its principal office located at 10308 WEST SAMPLE ROAD, CORAL
SPRINGS, FLORIDA, in the City of CORAL SPRINGS, County of Broward,
State of Florida, has named DR. GERARD STERLING, located at 10308
WEST SAMPLE ROAD, CORAL SPRINGS, FL 33065, County of BROWARD, State
of Florida, as its agent to accept service of process within the
State.

ACCEPTANCE;

I agree as Registered Agent to accept service of process; to
keep office open during prescribed hours; to post my name (and any
other officers of said corporation authorized to accept service of
process at the above Florida designated address) in some
conspicuous place in office as required by law.

WITNESS my hand this 6 day of March, 1995, in the City of
CORAL SPRINGS, State of Florida.



DR. GERARD STERLING
Registered Agent

STEVEN E. EISENBERG

ATTORNEY AT LAW

P95000022215

October 19, 1995

3100 STIRLING ROAD
SUITE 101
FORT LAUDERDALE, FL 33312
PHONE: (305) 981-0533
FAX: (305) 981-0533

File No. 95-5138

Secretary of State
Corporate Records Bureau
Department of State
Post Office Box 6327
Tallahassee, Florida 32301

Re: WALK IN FAMILY MEDICINE CENTER ARTICLES OF MERGER

Gentlemen:

Enclosed are the following:

1. Original and one (1) copy of the Articles of MERGER between the above named entity and CORAL SPRINGS FLORIDA WALK IN FAMILY MEDICINE CENTER, INC. Please return one (1) certified copy. The surviving entity shall be CORAL SPRINGS FLORIDA WALK IN FAMILY MEDICINE CENTER, INC.
2. Check in the amount of \$122.50 Dollars in payment of the filing and certification fees.

If you have any questions or comments, please do not hesitate to contact us.

Thank you for your attention to this matter.

Sincerely yours,


STEVEN E. EISENBERG
For the Firm

100001620321
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****122.50 ****122.50

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 OCT 25 PM 12:31

mc
OCT 30 1995

ARTICLES OF MERGER
Merger Sheet

MERGING:

WALK-IN FAMILY MEDICINE CENTER OF CORAL SPRINGS, INC., a Florida
corporation, G96260

INTO

CORAL SPRINGS FLORIDA WALK IN FAMILY MEDICINE CENTER, INC., a
Florida corporation, P95000022215

File date: October 25, 1995

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
95 OCT 25 PM 12:31

Pursuant to Section 607.1105 of the Florida Business Corporation Act, WALK-IN FAMILY MEDICINE CENTER OF CORAL SPRINGS, INC. ("WI"), a Florida Corporation, and CORAL SPRINGS FLORIDA WALK IN FAMILY MEDICINE CENTER, INC. ("CS"), a Florida Corporation, adopt the following Articles of Merger for the purposes of merging WI, a Florida Corporation, into CS, a Florida Corporation. CORAL SPRINGS FLORIDA WALK IN FAMILY MEDICINE CENTER, INC. will survive the merger:

ARTICLE I

The certain Plan and Agreement of Merger ("Agreement"), dated the 11 day of July, 1995, by and between WI, a Florida Corporation, and CS, a Florida Corporation, was duly approved by the shareholders of WI, a Florida Corporation, and CS, a Florida Corporation, on the 11 day of July, 1995.

ARTICLE II

The shareholders of WI have unanimously consented in writing to the Plan and Agreement of Merger. The shareholders of CS have unanimously consented in writing to the Plan and Agreement of Merger.

ARTICLE III

Pursuant to the Plan of Merger, all issued and outstanding shares of WI's stock will be acquired by means of a merger of WI into CS with CORAL SPRINGS FLORIDA WALK IN FAMILY MEDICINE CENTER, INC. to be the surviving corporation.

ARTICLE IV

The Agreement will become effective upon the filing of these Articles of Merger with the Secretary of State,

IN WITNESS WHEREOF, the parties to these Articles of Merger have caused it to be duly executed by their respective authorized officers.

ATTEST:

Gail Slipakoff
GAIL SLIPAKOFF
Secretary

CORAL SPRINGS FLORIDA WALK IN
FAMILY MEDICINE CENTER, INC.

BY: *Gerard R. Sterling MD*
GERARD STERLING, M.D.
President

ATTEST:

Gail Slipakoff
GAIL SLIPAKOFF
Secretary

WALK-IN FAMILY MEDICINE CENTER
OF CORAL SPRINGS, INC.

BY: *Gerard R. Sterling MD*
GERARD STERLING, M.D.
President

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

Before me personally appeared DR. GERARD STERLING, and GAIL SLIPAKOFF known to me to be the persons described in and who executed the foregoing instrument as President and Secretary of WALK IN FAMILY MEDICINE CENTER OF CORAL SPRINGS, INC. and they acknowledged to me that they executed said instrument as President and Secretary of WALK IN FAMILY MEDICINE CENTER OF CORAL SPRINGS, INC. and that said instrument is the free act and deed of said corporation.

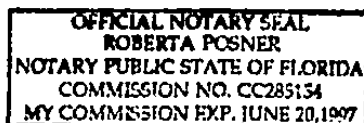
Gerard Sterling
DR. GERARD STERLING, President
WALK IN FAMILY MEDICINE CENTER OF
CORAL SPRINGS, INC.

Gail Slipakoff
GAIL SLIPAKOFF, Secretary
WALK IN FAMILY MEDICINE CENTER OF
CORAL SPRINGS, INC.

SUBSCRIBED AND SWORN TO before me by DR. GERARD STERLING, and GAIL SLIPAKOFF, as President and Secretary of WALK IN FAMILY MEDICINE CENTER OF CORAL SPRINGS, INC., this 17th day of July, 1995, and DR. GERARD STERLING
[☒] is personally known to me, or,
[] has produced _____ as
identification, and GAIL SLIPAKOFF
[] is personally known to me, or,
[] has produced _____ as
identification, and they have both taken an oath.

Roberta Posner
Notary Public
State of Florida at Large

ROBERTA POSNER
Print Name
Commission Expires:



PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger, dated the 11th day of July, 1995 by and between WALK IN FAMILY MEDICINE CENTER OF CORAL SPRINGS, INC., a Florida corporation, hereinafter referred to as "Disappearing Entity" or "WI", and CORAL SPRINGS FLORIDA WALK IN FAMILY MEDICINE CENTER, INC., a Florida corporation, sometimes referred to as "Surviving Corporation" or "CS". The above-listed two (2) corporations are sometimes collectively referred to as "Constituent Entities", and herein referred to individually as the "party" and collectively as the "parties."

W I T N E S S E T H :

WHEREAS, Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Disappearing Entity is a corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, Disappearing Entity shall merge into Surviving Corporation upon the terms and conditions and in the manner set forth in this Agreement and in accordance with the applicable laws of the State of Florida; and

WHEREAS, the parties hereby believe that the value of the stock each of them will receive as a result of such merger will increase in value and such increased value is a valuable inducement to such merger.

b. The Bylaws of CS in effect on the effective date shall be the Bylaws of the Surviving Corporation and they shall be

amended, if required, to provide for a minimum of two (2) persons to serve as Directors of the Surviving Corporation.

c. The names and office addresses of the first Directors of the Surviving Corporation, who shall hold office as provided in the Bylaws of the Surviving Corporation are as follows:

GERARD STERLING, M.D.
10308 W. Sample Road
Coral Springs, Florida 33065

GAIL SLIPAKOFF
10308 W. Sample Road
Coral Springs, Florida 33065

The first annual meeting of the shareholders of the Surviving Corporation after the effective date of the merger shall be the annual meeting provided in the Bylaws of the Surviving Corporation for the year 1995.

d. The first Officers of the Surviving Corporation persons who shall hold office as provided in the Bylaws of the Surviving Corporation are as follows:

President: GERARD STERLING, M.D.

Treasurer: GAIL SLIPAKOFF

Secretary: GAIL SLIPAKOFF

If on or after the effective date of the merger, a vacancy shall exist in the Board of Directors of the Surviving Corporation, or in any of the offices specified above, such vacancy may be filled in a manner provided in the Bylaws of the Surviving Corporation.

2. Submission of Agreement. This Agreement has been submitted to and approved by the shareholders of the Disappearing Entity and the shareholders of the Surviving Corporation. Such

approval is evidenced by copies of Action by Board of Directors and Shareholders Without a Meeting by each Entity, appended hereto and executed simultaneously herewith. The merger of the Disappearing Entity into the Surviving Corporation shall become effective upon the simultaneous execution of this Agreement by the parties and each constituent corporation. The date on which the merger of the Disappearing Entity into the Surviving Corporation, becomes effective shall be referred to in this instrument as the "effective date" of the merger.

3. Effects of Approval of Merger. When this Agreement shall have been approved, signed, acknowledged and filed, the separate existence of WI shall cease and shall be merged into CS in accordance with this Agreement, and the Surviving Corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of the Constituent Entity so merged, and all and singular rights, privileges, powers, franchises, patents, trademarks, licenses and registrations of the Constituent Entity; and all property, real, personal and mixed, and all debts due to any of the Constituent Entities on whatever account as well as for stock subscriptions and all other things in action or belonging to each of the Constituent Entities shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and

every other interest thereafter shall be the property of the Surviving Corporation as they were of the Disappearing Corporation; and the title to any real estate, whether vested by deed or otherwise in any of the Constituent Entities under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens on the property of any of the Constituent Entities shall be preserved unimpaired; and all debts, liabilities, and duties of the Disappearing Corporation shall then attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. Conversion of Stock Interests. The manner and basis of converting and exchanging the shares of the Disappearing Corporation to the shares of the Surviving Corporation shall be as follows:

a. On the effective date of this Agreement, all shares of common stock, par value \$1.00 per share of WI shall be cancelled and converted into and exchanged for common shares of CS.

b. Each issued and outstanding share of common stock, \$1.00 par value per share of CS issued to its current shareholders shall be returned to the Surviving Corporation and new shares of stock shall be issued by the Surviving Corporation to its shareholders as follows:

GERARD STERLING, M.D. - 7,500 shares

GAIL SLIPAKOFF - 2,500 shares

c. It is the intent of the parties that after the merger hereof, that GAIL SLIPAKOFF as a shareholder of WI will be issued and shall own in the aggregate twenty-five percent (25%) of the common stock of CS in exchange for the assets transferred to CS by WI in this merger, assets transferred to CS by Shareholder from Coral Springs Walk In Family Medicine Center, Ltd. and the other CS stock held by her. DR. GERARD STERLING shall own in the aggregate seventy-five percent (75%) of the common stock of CS in exchange for the assets transferred to CS by WI in this merger, assets transferred to CS by Shareholder from Coral Springs Walk In Family Medicine Center, Ltd. and the other CS stock held by him.

d. The Disappearing Corporation and the Surviving Corporation shall each take all appropriate actions to comply with applicable laws of the State of Florida in connection with the contemplated merger.

5. Transitional Assistance. Prior to and from and after the effective date each entity shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the Surviving Corporation shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Corporation full title to all properties, assets, rights, privileges and franchises of the Disappearing Entity, the officers and directors of the Disappearing Entity shall execute and deliver

all instruments and take all action the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

6. Satisfaction of Rights. All shares of CS stock into which shares of WI shall have been converted and become exchangeable for pursuant to this plan shall be deemed to have been paid in full satisfaction of such converted shares.

7. Authority to Act. The execution, delivery and performance of this Agreement has been fully and effectively authorized by the Board of Directors and Shareholders of the Constituent Corporations.

8. Representations and Warranties. As an inducement to enter into this transaction, each Party to this Agreement hereby represents and warrants to the other as follows and agrees that all such representations and warranties shall survive the merger hereunder:

a. Each Corporation is a Corporation duly organized, validly existing and in good standing under the laws of the State of Florida; it has the requisite power and authority to own or lease its property and to conduct its business as now being conducted.

b. Each Corporation has full corporate power and authority to execute and deliver this Agreement and the other Agreements delivered pursuant hereto as will be more fully

described in Paragraph 9 hereinbelow and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Agreements set forth in Paragraph 9 below and the consummation of the transactions contemplated hereby and thereby have been duly and validly adopted and approved by the Board of Directors and Shareholders of each Corporation. This Agreement and the related Agreements have each been duly and validly executed and delivered by the Constituent Corporations and/or their respective shareholders and employees where applicable and each such Agreement constitutes a valid and binding Agreement enforceable against the other.

c. Each Corporation affirmatively states that it owns no shares of securities of or has any ownership interest in any corporation, partnership, joint venture, trust, association or other enterprise.

d. Each entity to this transaction states the only real property utilized in each of their businesses are the properties shown on Exhibits "A" and "B" attached hereto and made a part hereof which represent each entity's current leasehold interest.

e. Each entity hereby warrants and represents to the other that all machinery and equipment utilized by each such entity is in reasonably good operating condition and is adequate and suitable for the purposes for which they are presently being used and to the actual knowledge of each entity are in conformity with all applicable laws, ordinances and regulations.

f. A true and correct list of all equipment owned by each entity prior to the merger hereof is set forth on Exhibit "C" for WI and Exhibit "D" for CS and is attached hereto and made a part hereof. Each entity represents and warrants to the other that they will have on the closing date set forth herein good and marketable title and/or valid leasehold rights to all such property.

g. Each entity warrants to the other except as set forth on Exhibit "E" attached hereto and made a part hereof no entity has any obligation, whether contingent or otherwise, under any Employment Agreement, Consulting Agreement, Collective Bargaining Agreement, Executive Compensation Agreement, Personal Services Agreement, Deferred Compensation Agreement, Pension Plan, Retirement Plan, Profit Sharing Plan, Stock Purchase Plan, Stock Option Plan, group life insurance, hospitalization insurance, vacation pay plan, severance pay plan, or any other similar arrangements or understandings, whether written or otherwise, with any employer or agent of any entity.

h. Except as set forth in Exhibit "F" attached hereto and made a part hereof, each entity represents and warrants to the other that it has no outstanding claims against it, or liabilities or indebtedness, whether fixed, contingent (including potential medical malpractice claims) or otherwise relating to each entity's business other than (i) liabilities incurred in connection with this transaction, and (ii) liabilities and indebtedness incurred in the ordinary course and conduct of the business.

1. Except as set forth in Exhibit "G" attached hereto and made a part hereof, each entity is not engaged in or a party to or to the actual knowledge of each such entity's current officers, shareholders or employees threatened with, any legal action or other proceeding before any court, or administrative agency relating to the medical practice and conduct of business of each such entity.

9. Conditions of Merger. As a further inducement for the entities to enter into this Plan and Agreement of Merger, the Surviving Corporation hereby represents and warrants that as a condition for the consummation of this Plan and Agreement of Merger, such Corporation, its shareholders and employees shall execute on even date herewith the following Agreements:

a. Employment Agreement between the Surviving Corporation, DR. GERARD STERLING and GAIL SLIPAKOFF as set forth in Exhibit "H" attached hereto and made a part hereof.

b. Shareholders' Agreement between GAIL SLIPAKOFF and GERARD STERLING, M.D., and the Surviving Corporation as set forth in Exhibit "I" attached hereto and made a part hereof.

10. Termination. If, at any time prior to the effective date hereof, events or circumstances occur, which, in the opinion of a majority of the Board of Directors of each entity, renders it inadvisable to consummate the merger, this Plan and Agreement of Merger shall not become effective even though previously adopted by the shareholders and partners of the entities as hereinbefore provided. The filing of the merger shall conclusively establish

that no action to terminate this Plan has been taken by the Board of Directors of each entity.

11. Fees. If there arises a dispute in regard to this Agreement, the prevailing party shall be entitled to attorney's fees, including fees regarding arbitration and/or all judicial actions and appeals.

12. Governing Law. This Agreement is made pursuant to and shall be construed under the laws of the State of Florida. The parties agree that venue for any action arising under this Agreement shall be a court of competent jurisdiction in Broward County, Florida.

13. Attorney's Representation. The parties hereto acknowledge that counsel for CS, STEVEN EISENBERG ("SE"), prepared this Agreement on behalf of, and in the course of, his representation of the Corporation, and that:

(a) The parties have been advised by SE that a conflict exists among their individual interests;

(b) The parties have been advised by SE that this Agreement may have legal and/or tax consequences;

(c) The parties have been advised by SE to seek the advice of independent legal and/or tax counsel;

(d) The parties have had the opportunity to seek the advice of independent legal and/or tax counsel; and

(e) The parties have received no representations from SE about the legal and/or tax consequences of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Plan and Agreement of Merger on the day and year first above written.

ATTEST:

CORAL SPRINGS FLORIDA WALK IN FAMILY MEDICINE CENTER, INC.

Gail Slipakoff
GAIL SLIPAKOFF
Secretary

BY: Gerard Sterling M.D.
GERARD STERLING, M.D.
President

ATTEST:

WALK IN FAMILY MEDICINE CENTER OF CORAL SPRINGS, INC.

Gail Slipakoff
GAIL SLIPAKOFF
Secretary

BY: Gerard Sterling M.D.
GERARD STERLING, M.D.
President

WITNESSES:

Dynn Burgess
Kathleen Byrne

Gail Slipakoff
GAIL SLIPAKOFF

Dynn Burgess
Kathleen Byrne

Gerard Sterling M.D.
GERARD STERLING, M.D.