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COVER LETTER

2017 DEC 29 AM 9:09

TO: Amendment Section
Division of Corporations

SUBJECT: Dental Associates of Brandon Practice Management, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

David R. Quigley, Esq.

Contact Person

Dental Care Alliance, L.L.C.

Firm/Company

6240 Lake Osprey Drive

Address

Sarasota, Florida 34240

City, State and Zip Code

dquigley@dentlacarealliance.com

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

For further information concerning this matter, please call:

David R. Quigley, Esq.

at (941) 364-7552

Name of Contact Person

Area Code

Daytime Telephone Number

Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

2017 DEC 29 11:51 AM CST

**ARTICLES OF MERGER
OF
DENTAL ASSOCIATES OF SOUTH BRANDON PRACTICE MANAGEMENT, LLC,
a Florida limited liability company
and
DENTAL ASSOCIATES OF BRANDON PRACTICE MANAGEMENT, LLC,
a Florida limited liability company**

(Pursuant to the provisions of Chapter 605
of the Limited Liability Company Act)

Pursuant to the provisions of Section 605.1025 of the Florida Statutes, the undersigned, hereby certify by these Articles of Merger as follows:

1. The names of the limited liability companies which are parties to the Merger are DENTAL ASSOCIATES OF SOUTH BRANDON PRACTICE MANAGEMENT, LLC, a Florida limited liability company ("South Brandon PM") and DENTAL ASSOCIATES OF BRANDON PRACTICE MANAGEMENT, LLC, a Florida limited liability company ("Brandon PM"). Brandon PM will be the surviving limited liability company and is to be governed by the laws of the State of Florida.

2. The Plan and Agreement of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

3. The Plan and Agreement of Merger was approved by South Brandon PM and Brandon PM in accordance with the applicable provisions of Chapters 605, Florida Statutes, as follows:

a. These Articles of Merger and the Plan and Agreement of Merger have been unanimously approved and adopted by the members of South Brandon PM pursuant to Section 605.1021-605.1026 of the Florida Statutes, pursuant to a written consent thereof dated December 27, 2017.

b. The Managers of Specialty PM unanimously approved and adopted these Articles of Merger and the Plan and Agreement of Merger by written consent dated December 27, 2017.

c. These Articles of Merger and the Plan and Agreement of Merger have been unanimously approved and adopted by the members of Brandon PM pursuant to Section 605.1023 of the Florida Statutes, pursuant to a written consent thereof dated December 27, 2017.

d. The Managers of Brandon PM unanimously approved and adopted these Articles of Merger and the Plan and Agreement of Merger by written consent dated December 27, 2017.


4. The Merger shall become effective at 11:59 p.m. on December 31, 2017.

IN WITNESS WHEREOF, each limited liability company party to the Merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers as of this 27 day of December, 2017.


WITNESSES

DENTAL ASSOCIATES OF BRANDON PRACTICE MANAGEMENT, LLC, a Florida limited liability company

By: Dental Care Alliance, L.L.C., a Florida limited liability company, as Manager




Cay Adams


By: 

Name: Russell Allen
Its: Chief Financial Officer

DENTAL ASSOCIATES OF SOUTH BRANDON PRACTICE MANAGEMENT, LLC, a Florida limited liability company



Cay Adams

By: 

Name: Russell Allen
Its: Chief Financial Officer

Exhibit "A"

**PLAN and AGREEMENT OF MERGER
BETWEEN
DENTAL ASSOCIATES OF SOUTH BRANDON PRACTICE MANAGEMENT, LLC,
a Florida limited liability company
and
DENTAL ASSOCIATES OF BRANDON PRACTICE MANAGEMENT, LLC,
a Florida limited liability company**

**PLAN and AGREEMENT OF MERGER
BETWEEN
DENTAL ASSOCIATES OF SOUTH BRANDON PRACTICE MANAGEMENT, LLC,
a Florida limited liability company
and
DENTAL ASSOCIATES OF BRANDON PRACTICE MANAGEMENT, LLC,
a Florida limited liability company**

This Plan and Agreement of Merger (this "Agreement") is entered into on December 27, 2017, by and between DENTAL ASSOCIATES OF SOUTH BRANDON PRACTICE MANAGEMENT, LLC, a Florida limited liability company ("South Brandon PM"), and DENTAL ASSOCIATES OF BRANDON PRACTICE MANAGEMENT, LLC, a Florida limited liability company ("Brandon PM," and collectively with South Brandon PM, the "Constituent Companies").

Background

The Manager of South Brandon PM and the Manager of Brandon PM each deem it advisable that South Brandon PM be merged with and into Brandon PM (the "Merger") on the terms and conditions set forth herein, in accordance with the applicable Florida Statutes which permit such a Merger, including but not limited to Section 605.1025.

In consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, South Brandon PM and Brandon PM have agreed and do hereby agree as follows:

Terms of the Merger

1. Background. The parties hereby acknowledge and agreed that the Background Section set forth above is true and correct in all respects and shall be incorporated herein by reference.
2. Merger. South Brandon PM shall be merged with and into Brandon PM pursuant to the applicable provisions of Florida law including but not limited to 605.1025 of the Florida Statutes, and Brandon PM shall be the surviving entity in the Merger ("Surviving Entity").
3. Effective Date. The Merger of South Brandon PM with and into Brandon PM shall become effective at 11:59 p.m. on December 31, 2017 (the "Effective Date").
4. Effect of Merger. From and after the filing of the Articles of Merger, the Constituent Companies shall be a single limited liability company, which shall be Brandon PM as the Surviving Entity, and the separate existence of South Brandon PM shall cease except to the extent provided by the laws of the State of Florida in the case of a limited liability company after its merger into another business entity, while the existence of Brandon PM shall continue unaffected and unimpaired. Brandon PM shall have all the rights, privileges, immunities and powers and shall be

subject to all the duties and liabilities of a limited liability company organized under Florida law. Brandon PM shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as private, nature of each of the Constituent Companies. All property, real, personal and mixed, all debts due on whatever account, all other choses of action, and all and every other interest of or belonging to or due to each of the Constituent Companies, shall be taken and deemed to be transferred to and vested in Brandon PM without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Companies, shall not revert or be in any way impaired by reason of such Merger. Brandon PM shall thereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Companies may be prosecuted as if such Merger had not taken place, or Brandon PM may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Companies shall be impaired by the Merger.

5. Articles of Organization. The Articles of Organization of Brandon PM and Operating Agreement of Brandon PM (the "Operating Agreement") shall not be amended in any respect by reason of this Plan and Agreement of Merger.

6. Membership Interest Conversion. Upon the Effective Date each membership interest in South Brandon PM outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any additional action on the part of the Constituent Companies, be cancelled; and all of the membership interests in Brandon PM outstanding prior to the Merger shall remain outstanding membership interests in the Surviving Entity following the Merger.

7. Surrender of Certificates. Each record holder of any outstanding certificate or certificates which represent membership interests in South Brandon PM immediately prior to the Merger shall surrender such certificate or certificates pursuant to this Plan and Agreement of Merger.

8. Operating Agreement, Managers and Officers. From and after the Effective Date until amended as provided by law, the Operating Agreement of Brandon PM shall be the Operating Agreement of the Surviving Entity, and the Managers and any officers of Brandon PM in office immediately prior to the Effective Date shall become the Managers and officers of the Surviving Entity as of the Effective Date.

9. Further Assurances. If at any time after the Effective Date, Brandon PM shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in Brandon PM, according to the terms hereof, the title to any property rights of the Constituent Companies, the last acting Managers and officers of South Brandon PM, or the Managers and officers of Brandon PM shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in Brandon PM, and otherwise carry out the purposes of this Plan and Agreement of Merger.

10. Approval by South Brandon PM and Brandon PM. This Plan and Agreement of Merger shall be approved by a majority of the Managers of South Brandon PM and the members of South Brandon PM, in accordance with Florida Statutes Section 605.1021-605.1026. This Plan and Agreement of Merger shall also be approved by a majority of the Managers of Brandon PM and the members of Brandon PM, in accordance with Florida Statutes Section 605.1023. If duly adopted by the Managers and members of South Brandon PM and the Managers and members of Brandon PM, Articles of Merger meeting the requirements of Florida law shall be filed immediately in the appropriate office in Florida.


11. Termination. Notwithstanding anything contained herein or elsewhere to the contrary, this Plan and Agreement of Merger may be terminated and abandoned by the Managers of South Brandon PM or the Managers of Brandon PM at any time prior to filing of the Articles of Merger.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the date set forth above.

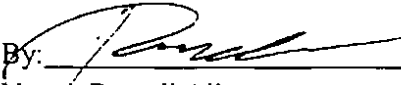
WITNESSES:

**DENTAL ASSOCIATES OF BRANDON
PRACTICE MANAGEMENT, LLC**, a Florida
limited liability company

By: Dental Care Alliance, L.L.C., a Florida limited
liability company, as Manager




~~DEBRAHUSINE~~

By: 

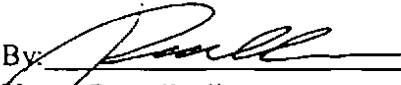
Name: Russell Allen
Its: Chief Financial Officer

**DENTAL ASSOCIATES OF SOUTH BRANDON
PRACTICE MANAGEMENT, LLC**, a Florida
limited liability company

By: Dental Care Alliance, L.L.C., a Florida limited
liability company, as Manager



~~DEBRAHUSINE~~

By: 

Name: Russell Allen
Its: Chief Financial Officer