

CORP
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

1st Filing
607923

CONTACT: CINDY HICKS

DATE: 12-29-99

900003082989--0
-12/29/99--01053--018
*****78.75 *****78.75

REF. #: 0262.9732

CORP. NAME: Associated Dental Technicians, Inc

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1 | <input type="checkbox"/> UCC-3 |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 1031 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

FILED
99 DEC 29 AM 11:37
TALLAHASSEE, FLORIDA
SECRETARY OF STATE
EFFECTIVE DATE
12/31/99

COST LIMIT: \$ _____

PLEASE RETURN:

- ☒ CERTIFIED COPY ☐ CERTIFICATE OF GOOD STANDING
☐ CERTIFICATE OF STATUS

☐ PLAIN STAMPED COPY

Examiner's Initials
*Cindy gave authorization to
delete "Initial" pg. 2 art. III.
12/5 78*

V. SHEPARD JAN 5 2000

*Mergen
1/5 DB*

RECEIVED
99 DEC 29 AM 11:21
DEPARTMENT OF STATE
DIVISION OF CORPORATE AFFS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

BDL, INC., a Florida corporation, k54101

INTO

ASSOCIATED DENTAL TECHNICIANS, INC., a Florida entity, 607923

File date: December 29, 1999, effective December 31, 1999

Corporate Specialist: Velma Shepard

PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.

December 30, 1999

CCRS

TALLAHASSEE, FL

SUBJECT: ASSOCIATED DENTAL TECHNICIANS, INC.
Ref. Number: 607923

We have received your document for ASSOCIATED DENTAL TECHNICIANS, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

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.

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 (850) 487-6909.

Velma Shepard
Corporate Specialist

Letter Number: 799A00060773

RECEIVED
00 JAN -4 PM 2:52
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
BDL, INC.
WITH AND INTO
ASSOCIATED DENTAL TECHNICIANS, INC.**

FILED 99 DEC 29 AM 11:15
99 DEC 29 AM 11:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Merger with Subsidiary Corporation
Pursuant to Section 607.1104, Florida Statutes**

EFFECTIVE DATE
12/31/99

These **ARTICLES OF MERGER** (the "Articles") are made and entered into this 21st day of December, 1999, by and between **ASSOCIATED DENTAL TECHNICIANS, INC.**, a Florida corporation (the "Surviving Corporation"), and **BDL, INC.**, a Florida corporation (the "Nonsurviving Corporation").

WITNESSETH:

WHEREAS, the respective Boards of Directors of the Surviving Corporation and the Nonsurviving Corporation deem it advisable and generally to the welfare of each corporation and their respective stockholders that the Nonsurviving Corporation be merged with and into the Surviving Corporation, and that the Surviving Corporation merge the Nonsurviving Corporation with and into itself, as authorized by Section 607.1104 of the Florida Business Corporation Act (the "FBCA") and under and pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Surviving Corporation and the Nonsurviving Corporation, by and between themselves and their respective Boards of Directors, in consideration of the mutual covenants and provisions hereinafter contained, have agreed and do hereby agree each with the other that the Nonsurviving Corporation be merged with and into the Surviving Corporation and that the Surviving Corporation merge the Nonsurviving Corporation with and into itself pursuant to the provisions of the laws of the State of Florida, and do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect in the following Articles of Merger:

These Articles are filed pursuant to Section 607.1105, Florida Statutes. Pursuant to the FBCA, upon the effectiveness of these Articles, the Nonsurviving Corporation shall be, and it hereby is, merged with and into the Surviving Corporation, and the Surviving Corporation shall, and it hereby does, merge the Nonsurviving Corporation with and into itself (the "Merger").

ARTICLE I PLAN OF MERGER

The Agreement and Plan of Merger (the "**Plan of Merger**") for the Merger is attached hereto as Exhibit A.

ARTICLE II EFFECTIVE TIME

These Articles and the Merger shall be effective as of the close of business on December 31, 1999 (the "**Effective Date**"), provided that these Articles of Merger have been filed with the Department of State of the State of Florida and all fees and taxes required by the laws of the State of Florida have been paid.

ARTICLE III APPROVAL OF MERGER

- (a) The Board of Directors of the Surviving Corporation approved and adopted the Plan of Merger and these Articles of Merger effective December 27, 1999
- (b) The Board of Directors of the Nonsurviving Corporation approved and adopted the Plan of Merger and these Articles of Merger effective December 27, 1999
- (c) Approval of the Plan of Merger by the stockholders of the Surviving Corporation was not required pursuant to Section 607.1104, Florida Statutes.
- (d) Approval of the Plan of Merger by the stockholders of the Nonsurviving Corporation was not required pursuant to Section 607.1104, Florida Statutes.

ARTICLE IV COMPLIANCE WITH SECTION 607.1104, FLORIDA STATUTES

Both the Surviving Corporation and the Nonsurviving Corporation have complied with all provisions of the laws of the State of Florida applicable to the Merger including, but not limited to, Section 607.1104, Florida Statutes.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused these Articles of Merger to be executed and acknowledged in its name by its President, in accordance with the laws of the State of Florida, all on the day and year first above written.

ASSOCIATED DENTAL TECHNICIANS, INC.

By: 

Phillip M. Moyer, President

BDL, INC.

By: 

Phillip M. Moyer, President

**AGREEMENT AND PLAN OF MERGER
BY AND AMONG
ASSOCIATED DENTAL TECHNICIANS, INC.
AND
BDL, INC.**

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**"), dated December 21st, 1999 is made and entered into by and among **ASSOCIATED DENTAL TECHNICIANS, INC.**, a Florida corporation (the "**Surviving Corporation**"), and **BDL, INC.**, a Florida corporation and wholly-owned subsidiary of the Surviving Corporation (the "**Nonsurviving Corporation**").

WITNESSETH:

WHEREAS, each of the Surviving Corporation and the Nonsurviving Corporation believes it would be in its best interest to effectuate a merger of the Nonsurviving Corporation with and into the Surviving Corporation;

WHEREAS, pursuant to and in accordance with Section 607.1104 of the Florida Business Corporation Act (the "**FBCA**"), the Surviving Corporation and the Nonsurviving Corporation intend to merge the Nonsurviving Corporation with and into the Surviving Corporation (the "**Merger**") upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, the respective boards of directors of the Surviving Corporation and the Nonsurviving Corporation have approved the Merger, further approved the terms and conditions of the Merger set forth in this Agreement and approved this Agreement.

NOW THEREFORE, the terms and conditions of the Agreement are as follows:

**ARTICLE I
THE MERGER; EFFECTIVE DATE**

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement and the FBCA, on the Effective Date (as defined in Section 1.2), the Nonsurviving Corporation shall be merged with and into the Surviving Corporation and the separate corporate existence of the Nonsurviving Corporation shall thereupon cease. The Surviving Corporation shall be the surviving corporation in the Merger and the separate corporate existence of the Surviving Corporation, with all its rights, privileges, immunities, powers and franchises and subject to all the duties and liabilities of corporations organized under the laws of the State of Florida, shall continue unaffected by the Merger. Furthermore, the Merger shall have the effects specified in the FBCA.

1.2. Effective Date. The Surviving Corporation shall cause Articles of Merger (the "Articles of Merger") to be executed as provided in Section 607.1105 of the FBCA and to be delivered to the Department of State of the State of Florida. The Merger shall become effective upon the later of the filing of the Articles of Merger or the close of business on December 31, 1999 (the "Effective Date").

1.3. Dissenters' Rights. Stockholders of the Nonsurviving Corporation who otherwise would be entitled to vote on a plan of merger but for the applicability of Section 607.1104, Florida Statutes, may be entitled to receive the fair value of their shares if they dissent from the merger pursuant to Section 607.1320, Florida Statutes and otherwise comply with the provisions of the FBCA.

ARTICLE II ARTICLES OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION AFTER THE EFFECTIVE DATE

2.1. Articles of Incorporation. The articles of incorporation of the Surviving Corporation in effect on the Effective Date shall be the articles of incorporation of the Surviving Corporation (the "Articles of Incorporation") after the Effective Date, until thereafter amended as provided therein or in accordance applicable law.

2.2. The Bylaws. The bylaws of the Surviving Corporation in effect on the Effective Date shall be the bylaws of the Surviving Corporation (the "Bylaws") after the Effective Date, until thereafter amended as provided therein or in accordance with applicable law.

ARTICLE III DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION AFTER THE EFFECTIVE DATE

3.1. Directors. The directors of the Surviving Corporation on the Effective Date shall be the directors of the Surviving Corporation from and after the Effective Date, until their successors have been duly elected and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation or Bylaws of the Surviving Corporation or as otherwise provided by law.

3.2. Officers. The officers of the Surviving Corporation on the Effective Date shall be the officers of the Surviving Corporation from and after the Effective Date, to serve at the pleasure of the Board of Directors of the Surviving Corporation.

ARTICLE IV
EFFECTS OF THE MERGER ON CAPITAL STOCK;
CANCELLATION OF SHARES

Each share of the Nonsurviving Corporation's common stock issued and outstanding on the Effective Date, and all rights in respect thereof, shall be canceled by virtue of the Merger and without any action on the part of the holders thereof. Each share of the Surviving Corporation's common stock issued and outstanding on the Effective Date, and all rights in respect thereof, shall remain issued and outstanding without change by virtue of the Merger.

ARTICLE V
ACTIONS TO BE TAKEN IN CONNECTION WITH THE MERGER

Prior to the Effective Date, the parties hereto will take all steps necessary to comply with Section 607.1104 of the FBCA. Accordingly, prior to the Effective Date, the Surviving Corporation shall cause this Agreement to be executed and Articles of Merger to be filed with the Florida Secretary of State.

ARTICLE VI
ASSIGNMENT

If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in the Surviving Corporation the title to any property or rights of the Nonsurviving Corporation, or to otherwise carry out the provisions hereof, the proper directors and officers of the Surviving Corporation as of the Effective Date shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in the Surviving Corporation.

ARTICLE VII
TERMINATION

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date by mutual written consent of the Nonsurviving Corporation and the Surviving Corporation, which shall be effectuated by action of their respective Boards of Directors.

ARTICLE VIII
MISCELLANEOUS AND GENERAL

8.1. Modification or Amendment. Subject to the provisions of applicable law, at any time prior to the Effective Date, the parties hereto may modify or amend this Agreement by written agreement approved by the Board of Directors of each party and executed and delivered by duly authorized officers of each respective party.

8.2. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

8.3. Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

8.4. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or in any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of the parties hereto as of the date first written above.

ASSOCIATED DENTAL TECHNICIANS, INC.

By: Phillip M. Moyer
Phillip M. Moyer, President

BDL, INC.

By: Phillip M. Moyer
Phillip M. Moyer, President