

# K26577

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## MERGER OR SHARE EXCHANGE

SAFEGUARD HEALTH PLANS, INC.

|                       |         |
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*Merger*

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09/11/02

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ARTICLES OF MERGER  
Merger Sheet

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MERGING:

PARAMOUNT DENTAL PLAN INC., a Florida corporation, P93000064721

INTO

**SAFEGUARD HEALTH PLANS, INC.**, a Florida entity, K26577

File date: September 10, 2002

Corporate Specialist: Darlene Connell



FLORIDA DEPARTMENT OF STATE  
Jim Smith  
Secretary of State

September 10, 2002

SAFEGUARD HEALTH PLANS, INC.  
95 ENTERPRISE., SUITE 100  
ALISO VIEJO, CA 92656-2605

SUBJECT: SAFEGUARD HEALTH PLANS, INC.  
REF: K26577

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

THE NAME OF THE MERGING CORPORATION IS ON RECORD AS "PARAMOUNT DENTAL PLAN INC. THERE IS NO COMMA IN THE NAME. PLEASE CORRECT THE NAME THROUGHOUT THE DOCUMENT SUBMITTED.

The document is illegible and not acceptable for imaging.

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Document Specialist

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### ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the Surviving Corporation is:

| <u>Name</u>                  | <u>Jurisdiction</u> |
|------------------------------|---------------------|
| SafeGuard Health Plans, Inc. | Florida             |

Second: The name and jurisdiction of the Merging Corporation is:

| <u>Name</u>                | <u>Jurisdiction</u> |
|----------------------------|---------------------|
| Paramount Dental Plan Inc. | Florida             |

Third: The Agreement and Plan of Merger is attached as Exhibit A.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: The Agreement and Plan of Merger was adopted on August 30, 2002 by the Board of Directors of SafeGuard Health Enterprises, Inc., which is the sole shareholder of the Surviving Corporation and the Merging Corporation.

#### Surviving Corporation:

SAFEGUARD HEALTH PLANS, INC.

Executed on 8/30, 2002

By: [Signature]  
James E. Buncher  
President and Chief Executive Officer

By: [Signature]  
Ronald I. Brendzel  
Senior Vice President and Secretary

#### Merging Corporation:

PARAMOUNT DENTAL PLAN INC.

Executed on 8/30, 2002

By: [Signature]  
James E. Buncher  
President and Chief Executive Officer

By: [Signature]  
Ronald I. Brendzel  
Senior Vice President and Secretary

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of August 30, 2002, is entered into by and among SAFEGUARD HEALTH ENTERPRISES, INC., a Delaware corporation ("Enterprises"), SAFEGUARD HEALTH PLANS, INC., a Florida corporation ("SafeGuard Florida") and PARAMOUNT DENTAL PLAN INC., a Florida corporation ("Paramount"). SafeGuard Florida is herein sometimes referred to as the "Surviving Corporation," and Paramount and SafeGuard Florida are herein sometimes referred to as the "Constituent Corporations."

WHEREAS, each of SafeGuard Florida and Paramount is a wholly-owned subsidiary of Enterprises;

WHEREAS, Enterprises and Paramount desire for Paramount to merge with and into SafeGuard Florida, and Enterprises and SafeGuard Florida desire to have Paramount merge with and into SafeGuard Florida upon the terms and subject to the conditions herein set forth in accordance with the laws of the State of Florida;

WHEREAS, the terms and conditions of such Merger (herein called the "Merger"), the mode of carrying the same into effect and such other facts, details, or provisions as may be required or permitted to be stated in this Agreement and Plan of Merger (herein called the "Agreement") are herein below set forth;

WHEREAS, in accordance with the Florida Business Corporation Act, the Board of Directors of Enterprises deems the Merger desirable and in the best interests of Enterprises, SafeGuard Florida and Paramount and has adopted resolutions approving this Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, the Parties have agreed, and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

### 1. MERGER

1.1. Upon the filing of the Articles of Merger with the Florida Department of State (the "Effective Date"), the separate existence of Paramount shall cease, and Paramount shall be merged into SafeGuard Florida, which, as the Surviving Corporation, shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public, as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, for stock subscriptions, as well as all other things in action or belonging to each of the Constituent Corporations, shall be vested in the Surviving Corporation, without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; but

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all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation. If at any time the Surviving Corporation shall consider or be advised that any further action is necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, title to any property or any rights of Paramount or to carry out the purposes of this Agreement, the last acting officers and directors of Paramount to the extent such persons are available, or the corresponding officers and directors of the Surviving Corporation, as the case may be, shall take such action.

2. ARTICLES OF INCORPORATION; BYLAWS; BOARD OF DIRECTORS; OFFICERS.

2.1. The Articles of Incorporation of SafeGuard Florida as in effect on the Effective Date shall be the Articles of Incorporation of the Surviving Corporation, until the same shall be amended as provided by law.

2.2. The Bylaws of SafeGuard Florida as in effect on the Effective Date shall be the Bylaws of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed in accordance with law, the Articles of Incorporation of SafeGuard Florida, as the Surviving Corporation, or said Bylaws.

2.3. From and after the Effective Date, the following individuals shall serve as directors of SafeGuard Florida, as the Surviving Corporation, each to serve as directors of SafeGuard Florida, as the Surviving Corporation, each to serve until his respective successor shall have been duly elected and qualified:

James E. Buncher, Chairman, Nicholas M. Kavouklis, DMD, Stephen J. Baker, Ronald I. Brendzel, and Dennis L. Gates.

2.4. From and after the Effective Date, the following individuals shall be the officers of SafeGuard Florida, as the Surviving Corporation, each to serve until his respective successor shall have been duly elected and qualified:

|                            |                                                      |
|----------------------------|------------------------------------------------------|
| Nicholas M. Kavouklis, DMD | President                                            |
| James E. Buncher           | Executive Vice President and Chief Executive Officer |
| Stephen J. Baker           | Executive Vice President                             |
| Ronald I. Brendzel         | Senior Vice President, General Counsel and Secretary |
| Dennis L. Gates            | Senior Vice President and Chief Financial Officer    |

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2.5. If on the Effective Date, a vacancy shall exist in the Board of Directors or in any of the offices of SafeGuard Florida the Surviving Corporation, such vacancy may thereafter be filled in accordance with law or in the manner provided by the Articles of Incorporation or Bylaws of SafeGuard Florida.

### 3. CANCELLATION OF SHARES.

3.1. As of the Effective Date, each share of Paramount issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any further action by any person, be canceled and no cash or rights or securities or other property shall be payable in respect thereof. At the Effective Date, each issued and outstanding share of SafeGuard Florida shall continue as an issued and outstanding share of SafeGuard Florida.

IN WITNESS WHEREOF, each of the corporations named below has caused this Agreement to be signed in its corporate name by its duly authorized officer as of the date first above written.

#### **SAFEGUARD HEALTH ENTERPRISES, INC.**

Executed on 8/30, 2002

By: [Signature]  
James E. Buncher  
President and Chief Executive Officer

By: [Signature]  
Ronald I. Brendzel  
Senior Vice President and Secretary

#### **SAFEGUARD HEALTH PLANS, INC.**

Executed on 8/30, 2002

By: [Signature]  
James E. Buncher  
President and Chief Executive Officer

By: [Signature]  
Ronald I. Brendzel  
Senior Vice President and Secretary

#### **PARAMOUNT DENTAL PLAN INC.**

Executed on 8/30, 2002

By: [Signature]  
James E. Buncher  
President and Chief Executive Officer

By: [Signature]  
Ronald I. Brendzel  
Senior Vice President and Secretary

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