

L08000105860

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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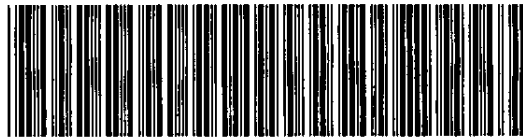
(Business Entity Name)

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EFFECTIVE DATE

12-31-14

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DIVISION OF CORPORATIONS
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C.L.
1-15-15

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: HOMESTEAD DENTAL 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, FL 34240

City, State and Zip Code

dquigley@dentalcarealliance.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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 2, 2015

DAVID R. QUIGLEY ESQ. / DENTAL CARE ALLIANCE LLC
6240 LAKE OSPREY DRIVE
SARASOTA, FL 34240 US

SUBJECT: HOMESTEAD DENTAL PRACTICE MANAGEMENT, LLC
Ref. Number: L08000105860

We have received your document for HOMESTEAD DENTAL PRACTICE MANAGEMENT, LLC and your check(s) totaling \$80.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

In January of 2014 the statute for limited liability companies was changed from 608 to 605. Please file your merger pursuant to statute 605. I am inclosing the proper form with instructions for your convenience.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carolyn Lewis
Regulatory Specialist II

Letter Number: 815A00000043

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DIVISION OF CORPORATIONS

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**ARTICLES OF MERGER
OF
HOMESTEAD DENTAL SPECIALTY PRACTICE MANAGEMENT, LLC,
a Florida limited liability company
and
HOMESTEAD DENTAL PRACTICE MANAGEMENT, LLC,
a Florida limited liability company**

L08000105854

L08000105860

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

EFFECTIVE DATE
12-31-14

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 HOMESTEAD DENTAL SPECIALTY PRACTICE MANAGEMENT, LLC, a Florida limited liability company ("Specialty PM") and HOMESTEAD DENTAL PRACTICE MANAGEMENT, LLC, a Florida limited liability company ("Homestead PM"). Homestead 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 Specialty PM and Homestead 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 Specialty PM pursuant to Sections 605.1021-605.1026 of the Florida Statutes, pursuant to a written consent thereof dated December 24, 2014.

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 24, 2014.

c. These Articles of Merger and the Plan and Agreement of Merger have been unanimously approved and adopted by the members of Homestead PM pursuant to Section 605.1023 of the Florida Statutes, pursuant to a written consent thereof dated December 31, 2014.

d. The Managers of Homestead PM unanimously approved and adopted these Articles of Merger and the Plan and Agreement of Merger by written consent dated December 24, 2014.

4. The Merger shall become effective at 11:59 p.m. on December 31, 2014.

[Signatures on Following Page]

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IN WITNESS WHEREOF, each of the limited liability companies party to the Merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers as of this 29 day of December, 2014.

WITNESSES

Anna Fadhil
W. Fadhil

**HOMESTEAD DENTAL SPECIALTY
PRACTICE MANAGEMENT, LLC, a
Florida limited liability company**

By: [Signature]
Michael Bileca, MBA, as Manager

Anna Fadhil
W. Fadhil

**HOMESTEAD DENTAL PRACTICE
MANAGEMENT, LLC, a Florida limited
liability company**

By: [Signature]
Michael Bileca, MBA, as Manager

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Exhibit "A"

**PLAN and AGREEMENT OF MERGER
BETWEEN
HOMESTEAD DENTAL SPECIALTY PRACTICE MANAGEMENT, LLC,
a Florida limited liability company
and
HOMESTEAD DENTAL PRACTICE MANAGEMENT, LLC,
a Florida limited liability company**

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**PLAN and AGREEMENT OF MERGER
BETWEEN
HOMESTEAD DENTAL SPECIALTY PRACTICE MANAGEMENT, LLC,
a Florida limited liability company
and
HOMESTEAD DENTAL PRACTICE MANAGEMENT, LLC,
a Florida limited liability company**

This Plan and Agreement of Merger (this "Agreement") is entered into on December 24, 2014, by and between HOMESTEAD DENTAL SPECIALTY PRACTICE MANAGEMENT, LLC, a Florida limited liability company ("Specialty PM"), and HOMESTEAD DENTAL PRACTICE MANAGEMENT, LLC, a Florida limited liability company ("Homestead PM," and collectively with Specialty PM, the "Constituent Companies").

Background

The Managers of Specialty PM and the Managers of Homestead PM each deem it advisable that Specialty PM be merged with and into Homestead 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, Specialty PM and Homestead 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. Specialty PM shall be merged with and into Homestead PM pursuant to the applicable provisions of Florida law including but not limited to 605.1025 of the Florida Statutes, and Homestead PM shall be the surviving entity in the Merger ("Surviving Entity").
3. Effective Date. The Merger of Specialty PM with and into Homestead PM shall become effective at 11:59 p.m. on December 31, 2014 (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 Homestead PM as the Surviving Entity, and the separate existence of Specialty 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 Homestead PM shall continue

unaffected and unimpaired. Homestead 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. Homestead 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 Homestead 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. Homestead 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 Homestead 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 Homestead PM and Operating Agreement of Homestead 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 Specialty 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 Homestead 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 Specialty 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 Homestead PM shall be the Operating Agreement of the Surviving Entity, and the Managers and any officers of Homestead 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, Homestead PM shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in Homestead PM, according to the terms hereof, the title to any property rights of the Constituent Companies, the last acting Managers and officers of Specialty PM, or the Managers

and officers of Homestead 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 Homestead PM, and otherwise carry out the purposes of this Plan and Agreement of Merger.

10. Approval by Specialty PM and Homestead PM. This Plan and Agreement of Merger shall be approved by a majority of the Managers of Specialty PM and the members of Specialty PM, in accordance with Florida Statutes Sections 605.1021-605.1026. This Plan and Agreement of Merger shall also be approved by a majority of the Managers of Homestead PM and the members of Homestead PM, in accordance with Florida Statutes Section 605.1023. If duly adopted by the Managers and members of Specialty PM and the Managers and members of Homestead 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 Specialty PM or the Managers of Homestead PM at any time prior to filing of the Articles of Merger.

[Signatures on Following Page]

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

14 DEC 29 PM 2:33

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

**HOMESTEAD DENTAL SPECIALTY
PRACTICE MANAGEMENT, LLC, a
Florida limited liability company**

[Signature]
[Signature]

By: *[Signature]*
Michael Bileca, MBA, as Manager

**HOMESTEAD DENTAL PRACTICE
MANAGEMENT, LLC, a Florida limited
liability company**

[Signature]
[Signature]

By: *[Signature]*
Michael Bileca, MBA, as Manager