

L21000048399

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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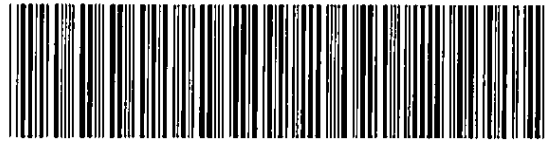
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/28/23--01027--005 **25.00

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CLERK OF STATE
TALLAHASSEE, FL

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2714

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Jacksonville Dentistry, PLLC

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Bryan Elwood

Contact Person

Parsons Behle & Latimer

Firm/Company

2901 Ashton Blvd., Suite 210

Address

Lehi, UT 84043

City, State and Zip Code

belwood@parsonsbehle.com

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

For further information concerning this matter, please call:

Bryan Elwood

Name of Contact Person

at 385

Area Code

338-2541

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

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TALLAHASSEE, FL
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**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Baymeadows Dental Care, PLLC	Florida	PLLC
<u>L21-234615</u>		

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Jacksonville Dentistry, PLLC	Florida	PLLC
<u>L21-483819</u>		

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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TALLAHASSEE, FL

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2023

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STATE OF FLORIDA
DEPARTMENT OF STATE

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

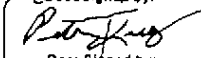
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Baymeadows Dental Care, PLLC

Jacksonville Dentistry, PLLC

Signature(s):


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Typed or Printed

Name of Individual:

Peter Kelly

Peter Kelly

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General partnerships:

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of an authorized person

Fees: For each Limited Liability Company:

\$25.00

For each Corporation:

\$35.00

For each Limited Partnership:

\$52.50

For each General Partnership:

\$25.00

For each Other Business Entity:

\$25.00

Certified Copy (optional):

\$30.00

PLAN OF MERGER

This PLAN OF MERGER (this "Plan") is adopted as of December 31, 2023, by Baymeadows Dental Care, PLLC, a Florida professional limited liability company (the "Merging Entity"), and Jacksonville Dentistry, PLLC, a Florida professional limited liability company (the "Surviving Entity").

WHEREAS, the parties hereto desire that the Merging Entity merge with and into the Surviving Entity (the "Merger"), with the Surviving Entity continuing as the surviving company, in accordance with the provisions of the Florida Revised Limited Liability Act (the "LLC Act"), the Professional Service Corporation and Limited Liability Company Act (together with the LLC Act, the "Acts"), and other applicable law; and

WHEREAS, the sole member and manager of each of the Merging Entity and the Surviving Entity have approved the Merger and this Plan and the transactions contemplated hereby,

NOW, THEREFORE, the parties desire to merge the Merging Entity with and into the Surviving Entity in accordance with the following:

1. **Merging Entity.** The Merging Entity is Baymeadows Dental Care, PLLC, a Florida professional limited liability company formed under the laws of the State of Florida on May 8, 2021.

2. **Surviving Entity.** The Surviving Entity is Jacksonville Dentistry, PLLC, a Florida professional limited liability company formed under the laws of the State of Florida on January 26, 2021.

3. **Merger.** Effective as of the date and time of filing of the Articles of Merger with the Florida Department of State (the "Effective Time"), the Merging Entity will merge with and into the Surviving Entity, with the Surviving Entity continuing as a professional limited liability company under the laws of the State of Florida. As of the Effective Time and by virtue of the Merger, the separate existence of the Merging Entity will cease to exist, having been merged with and into the Surviving Entity. The Merger will have the effects set forth in this Plan, the Acts, and pursuant to other applicable law. Without limiting the generality of the foregoing and subject thereto, as of the Effective Time, all the property, rights, privileges, immunities, powers, and purposes of the Merging Entity shall vest in the Surviving Entity, and all debts, liabilities, obligations, and duties of the Merging Entity shall become the debts, liabilities, obligations, and duties of the Surviving Entity.

4. **Operating Agreement.** The Operating Agreement of the Surviving Entity in effect as of the Effective Time (the "Operating Agreement") shall be the operating agreement of the Surviving Entity.

5. **Manager and Officers.** The manager and officers, if any, of the Surviving Entity immediately prior to the Effective Time shall be the manager and officers of the Surviving Entity, and the manager and officers of the Surviving Entity shall hold such positions for the terms provided in the Operating Agreement.

6. **Conversion of Limited Liability Company Interests.** As of the Effective Time and by virtue of the Merger and without any action on the part of either party hereto or their respective members or managers, all limited liability company interests of the Merging Entity shall be automatically cancelled and/or retired and will cease to exist, and all limited liability company interests of the Surviving Entity that are issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding following the consummation of the Merger.

7. **Fees and Taxes.** The Surviving Entity shall be responsible for the timely payment of all applicable filing fees and taxes.

8. **Miscellaneous.**

(a) This Plan may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless set forth in writing and signed by the party so waiving.

(b) This Plan shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(c) This Plan shall be construed, governed, and enforced in accordance with the laws of the State of Florida.

(d) This Plan may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Plan delivered by facsimile, e-mail, or other means of electronic transmission (including .pdf) shall be deemed to have the same legal effect as delivery of an original signed copy of this Plan.

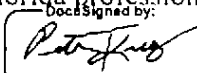
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HAMILTON COUNTY, FL

IN WITNESS WHEREOF, the Merging Entity and the Surviving Entity have caused this Plan to be executed as of the date set forth above by the duly authorized persons set forth below.

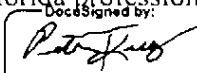
MERGING ENTITY:

BAYMEADOWS DENTAL CARE, PLLC,
a Florida professional limited liability company

By: 
Name: Dr. Peter Kelly, DDS
Title: Manager

SURVIVING ENTITY:

JACKSONVILLE DENTISTRY, PLLC,
a Florida professional limited liability company

By: 
Name: Dr. Peter Kelly, DDS
Title: Manager