

CORPORATE
ACCESS,
INC.

PD1000065511

236 East 6th Avenue . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

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☒ FILING *Restated Articles*

1.) *Dental Health Associates, Inc*
(CORPORATE NAME & DOCUMENT #)

2.)
(CORPORATE NAME & DOCUMENT #)

3.)
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4.)
(CORPORATE NAME & DOCUMENT #)

5.)
(CORPORATE NAME & DOCUMENT #)

SPECIAL INSTRUCTIONS

C. Coulliette JAN 11 2002

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DIVISION OF CORPORATIONS

RESTATED ARTICLES OF INCORPORATION
OF
DENTAL HEALTH ASSOCIATES, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1006 and 607.1007, Fla. Stat. (2000), the Board of Directors of Dental Health Associates, Inc. hereby files a Restatement of the original Articles of Incorporation, same being duly proposed by the Board of Directors in a Written Consent in Lieu of Meeting of Directors dated the 11th day of January, 2002, and thereafter duly adopted by the unanimous vote of Shareholders in a Written Consent in Lieu of Meeting of Shareholders dated the 11th day of January, 2002. Said previous filings are hereby superseded by this filing and now shall read in its entirety as follows:

ARTICLE I

The name of the corporation is Dental Health Associates, Inc. (the "Corporation"). The principal place of business and mailing address of the Corporation is 20335 Old Cutler Road, Suite 200, Miami, FL 33189.

ARTICLE II

The address of the Corporation's registered office in the State of Florida is 80 S.W. Eighth Street, Suite 2550, Miami, Florida 33130. The name of its registered agent at such address is Vincent E. Damian, Esq.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the laws of the State of Florida or the United States of America.

ARTICLE IV

The total number of shares of capital stock which the Corporation shall have authority to issue is Twenty Thousand (20,000), of which (i) Ten Thousand (10,000) shares shall be preferred stock, par value \$.01 per share (the "Preferred Stock"), and (ii) Ten Thousand (10,000) shares shall be common stock, par value \$.01 per share (the "Common Stock").

The voting powers, designations, preferences, powers and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions of each class of capital stock of the Corporation, shall be as provided in this Article IV.

A. SENIOR REDEEMABLE PREFERRED STOCK

1. Designation. A total of Ten Thousand (10,000) shares of the Corporation's Preferred Stock shall be designated as a series known as Senior Redeemable Preferred Stock, \$.01 par value per share (the "Senior Redeemable Preferred Stock").

2. Voting. The holders of outstanding shares of Senior Redeemable Preferred Stock shall not be entitled to vote on any matters except to the extent otherwise required under the State of Florida Corporation Law.

3. Dividends. The holders of outstanding shares of Senior Redeemable Preferred Stock shall be entitled to receive, out of any funds legally available therefor, cumulative dividends on the Senior Redeemable Preferred Stock in cash at the rate per annum of ten percent (10%) compounded quarterly subject to proration for partial years on the basis of a 365-day year (a "Redeemable Cumulative Dividends"). Such dividends will accumulate quarterly in arrears commencing as of the date of issuance of the Senior Redeemable Preferred Stock and be cumulative, to the extent unpaid, whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. Redeemable Cumulative Dividends shall become due and payable with respect to any share of Senior Redeemable Preferred Stock as provided in Section A.4 and Section A.5. Dividends paid in an amount less than the total amount of such dividends at the time accumulated and payable on all outstanding shares of Senior Redeemable Preferred Stock shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. So long as any shares of Senior Redeemable Preferred Stock are outstanding and the Redeemable Cumulative Dividends have not been paid in full in cash: (a) no dividend whatsoever (other than stock dividends) shall be paid or declared, and no distribution shall be made, on any Common Stock or other capital stock of the Corporation ranking with regard to dividend rights or rights upon a Liquidation Event (as defined below) junior to the Senior Redeemable Preferred Stock; and (b) except as permitted by Section A.6(b), no shares of capital stock of the Corporation ranking junior to the Redeemable Preferred Stock shall be purchased, redeemed or acquired by the Corporation and no monies shall be paid into or set aside or made available for a sinking fund for the purchase, redemption or acquisition thereof. All numbers relating to the calculation of dividends pursuant to this Section A.3 shall be subject to equitable adjustment in the event of any stock split, combination, reorganization, recapitalization, reclassification or other similar event involving a change in the Senior Redeemable Preferred Stock.

4. Liquidation.

(a) Upon any liquidation, dissolution or winding up of the Corporation and its subsidiaries, whether voluntary or involuntary (a "Liquidation Event"), each holder of outstanding shares of Senior Redeemable Preferred Stock shall be entitled to be paid in cash, before any amount shall be paid or distributed to the holders of Common Stock or of any other stock ranking on liquidation junior to the Senior Redeemable Preferred Stock (the Common Stock and such other capital stock being referred to collectively as, "Junior Stock"), an amount per share of Senior Redeemable Preferred Stock equal to (i) \$5.00 plus (ii) an amount equal to all accumulated but unpaid dividends on each share of Senior Redeemable Preferred Stock (such amount to be

adjusted appropriately for stock splits, stock dividends, recapitalizations and the like with respect to the Senior Redeemable Preferred Stock), (the "Redeemable Liquidation Preference Amount"). If the amounts available for distribution by the Corporation to holders of Senior Redeemable Preferred Stock upon a Liquidation Event are not sufficient to pay the aggregate Redeemable Liquidation Preference Amount due to such holders, such holders of Senior Redeemable Preferred Stock shall share ratably in any distribution in proportion to the full respective preferential amounts to which they are entitled.

(b) Remaining Assets. After the prior payment in full of the Redeemable Liquidation Preference Amount in connection with a Liquidation Event, the remaining assets and funds of the Corporation available for distribution to its stockholders, if any, shall be distributed among the holders of Junior Stock then outstanding.

(c) Amount Payable in Mergers, etc. The holders of not less than a majority-in-interest of the outstanding shares of Senior Redeemable Preferred Stock (a "Redeemable Majority Interest") may elect to have treated as a Liquidation Event: (i) any merger or consolidation of the Corporation into or with another corporation (except one in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the capital stock of the surviving corporation), (ii) any sale of all or substantially all of the assets of the Corporation, or (iii) any other transaction pursuant to or as a result of which a single person (or group of affiliated persons) acquires or holds capital stock of the Corporation representing a majority of the Corporation's outstanding voting power (a "Change of Control Transaction"). If such election is made, all consideration payable to the stockholders of the Corporation in connection with any such merger, consolidation, or Change of Control Transaction, or all consideration payable to the Corporation and distributable to its stockholders, together with all other available assets of the Corporation (net of obligations owed by the Corporation that are senior to the Senior Redeemable Preferred Stock), in connection with any such asset sale or Change of Control Transaction, shall be, as applicable, paid by the purchaser to the holders of, or distributed by the Corporation in redemption (out of funds legally available therefor) of, the Senior Redeemable Preferred Stock and any Junior Stock in accordance with the preferences and priorities set forth in Section A.4(a) and Section A.4(b) above, with such preferences and priorities specifically intended to be applicable in any merger, consolidation, asset sale, or Change of Control Transaction as if such transaction were a Liquidation Event. In furtherance of the foregoing, the Corporation shall take such actions as are necessary to give effect to the provisions of this Section A.4, including without limitation, (i) in the case of a merger, consolidation or Change of Control Transaction, causing the definitive agreement relating to such merger, consolidation or Change of Control Transaction to provide for the shares of Senior Redeemable Preferred Stock to be redeemed in cash, or (ii) in the case of an asset sale, redeeming the shares of Senior Redeemable Preferred Stock. The Corporation shall promptly provide to the holders of shares of Senior Redeemable Preferred Stock such information concerning the terms of such merger, consolidation, asset sale, or Change of Control Transaction and the value of the assets of the Corporation as may reasonably be requested by the holders of Senior Redeemable Preferred Stock. The amount deemed distributed to the holders of Senior Redeemable Preferred Stock upon any such transaction shall be the cash or the value of the property, rights or securities distributed to such holders by the Corporation or the acquiring person, firm or other entity, as applicable. Any election by a Redeemable Majority Interest pursuant to this

Section A.4(c) shall be made by written notice to the Corporation and the other holders of Senior Redeemable Preferred Stock at least five (5) days prior to the closing of the relevant transaction. Upon the election of such Redeemable Majority Interest hereunder, all holders of Senior Redeemable Preferred Stock shall be deemed to have made such election and such election shall bind all holders of the Senior Redeemable Preferred Stock.

5. Redemption.

(a) Redemption Events.

(i) Automatic Redemption. Immediately upon and as of, and in all cases subject to the closing of, an initial public offering by the Corporation, the Corporation shall redeem for cash all (and not less than all) of the outstanding shares of Senior Redeemable Preferred Stock at the Redeemable Redemption Price specified in Section A.5(b) below.

(ii) Holder's Optional Redemption. At any time on or after March 1, 2007, the holder(s) of a Redeemable Majority Interest may elect to have all (but not less than all) of the outstanding shares of Senior Redeemable Preferred Stock redeemed. In such event, the Corporation shall redeem for cash all (but not less than all) of the outstanding shares of Senior Redeemable Preferred Stock, out of funds legally available therefor, for an amount equal to the aggregate Redeemable Redemption Price specified in Section A.5(b). Any election by a Redeemable Majority Interest pursuant to this Section A.5(a)(ii) shall be made by written notice to the Corporation and the other holders of Senior Redeemable Preferred Stock at least fifteen (15) days prior to the elected redemption date (the "Redeemable Redemption Date"). Upon such election, all holders of Senior Redeemable Preferred Stock shall be deemed to have elected to have their shares of Senior Redeemable Preferred Stock redeemed pursuant to this Section A.5(a)(ii) and such election shall bind all holders of Senior Redeemable Preferred Stock.

(iii) Corporation's Optional Redemption. The Corporation may elect to redeem all (but not less than all) of the outstanding shares of Senior Redeemable Preferred Stock at any time. In such event, the Corporation shall redeem for cash all (but not less than all) of the outstanding shares of Senior Redeemable Preferred Stock, out of funds legally available therefor, for an amount equal to the aggregate Redeemable Redemption Price specified in Section A.5(b). Any election by the Corporation pursuant to this Section A.5(a)(iii) shall be made by written notice to the holders of Senior Redeemable Preferred Stock at least fifteen (15) days prior to the Redeemable Redemption Date.

(b) Redemption Price. The price for each share of Senior Redeemable Preferred Stock redeemed pursuant to this Section A.5 shall be an amount equal to the Redeemable Liquidation Preference Amount (such amount to be adjusted appropriately for stock splits stock dividends, combinations recapitalizations, and the like with respect to the Senior Redeemable Preferred Stock) (the "Redeemable Redemption Price"). The aggregate Redeemable Redemption Price shall be payable in cash in immediately available funds to the respective holders of the Senior Redeemable Preferred Stock on the Redeemable Redemption Date.

(c) Insufficient Funds. If the funds of the Corporation legally available to redeem shares of Senior Redeemable Preferred Stock on the Redeemable Redemption Date are insufficient to redeem the total number of such shares required to be redeemed on such date, the Corporation shall (i) take any action necessary or appropriate, to the extent reasonably within its control, to remove promptly any impediments to its ability to redeem the total number of shares of Senior Redeemable Preferred Stock required to be so redeemed, including, without limitation, (A) to the extent permissible under applicable law, reducing the stated capital of the Corporation or causing a revaluation of the assets of the Corporation under Florida Corporation Law to create sufficient surplus to make such redemption and (B) incurring any indebtedness necessary to make such redemption, and (ii) in any event, use any funds that are legally available to redeem the maximum possible number of such shares from the holders of such shares to be redeemed in proportion to the respective number of shares of such shares that otherwise would have been redeemed if all such shares had been redeemed in full. At any time thereafter when additional funds of the Corporation are legally available to redeem such shares of Senior Redeemable Preferred Stock, the Corporation shall immediately use such funds to redeem the balance of the shares which the Corporation has become obligated to redeem on the Redeemable Redemption Date (but which it has not redeemed) at such Redeemable Redemption Price.

(d) Interest. If any shares of Senior Redeemable Preferred Stock are not redeemed on the Redeemable Redemption Date for any reason, all such unredeemed shares shall remain outstanding and entitled to all the rights and preferences provided herein, and the Corporation shall pay interest on the Redeemable Redemption Price applicable to such unredeemed shares at an aggregate per annum rate equal to the greater of (i) twelve percent (12%) per annum and (ii) the rate per annum equal to 5% in excess of the rate established from time to time by Citibank, N.A. as its prime rate (the "Prime Rate"), (the "Redemption Interest Rate"), with such increase to accrue daily in arrears and to be compounded annually; provided, however, that in no event shall such Redemption Interest Rate exceed the maximum permitted rate of interest under applicable law (the "Maximum Permitted Rate"). In the event that fulfillment of any provision hereof results in such rate of interest being in excess of the Maximum Permitted Rate, the amount of interest required to be paid hereunder shall automatically be reduced to eliminate such excess; provided, however, that any subsequent increase in the Maximum Permitted Rate shall be retroactively effective to the applicable Redeemable Redemption Date to the extent permitted by law.

(e) Dividend After Redemption Date. In the event that shares of Senior Redeemable Preferred Stock required to be redeemed are not redeemed and continue to be outstanding, such shares shall continue to be entitled to dividends thereon as provided in Sections A.3 until the date on which the Corporation actually redeems such shares.

(f) Surrender of Certificates. Each holder of shares of Senior Redeemable Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares to the Corporation, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), or, in the event the certificate or certificates are lost, stolen or missing, shall deliver an affidavit of loss, at the principal executive office of the Corporation or such other place as the Corporation may from time to time designate by notice to the holders of Senior Redeemable Preferred Stock, and each surrendered certificate shall be canceled

and retired and the Corporation shall thereafter make payment of the applicable Redeemable Redemption Price by certified check or wire transfer; provided, however, that if the Corporation has insufficient funds legally available to redeem all shares of Senior Redeemable Preferred Stock required to be redeemed, each holder shall, in addition to receiving the payment of the portion of the aggregate Redeemable Redemption Price that the Corporation is not legally prohibited from paying to such holder by certified check or wire transfer, receive a new stock certificate for those shares of Senior Redeemable Preferred Stock not so redeemed.

6. Covenants. The Corporation shall not, without first having provided written notice of such proposed action to each holder of outstanding shares of Senior Redeemable Preferred Stock and having obtained the affirmative vote or written consent of the holders of a Redeemable Majority Interest:

(a) declare or pay any dividends other than dividends on the Senior Redeemable Preferred Stock as provided in Section A.3 or make any distributions of cash, property or securities of the Corporation in respect of its capital stock, or apply any of its assets to the redemption, retirement, purchase or other acquisition of its capital stock, directly or indirectly, through subsidiaries or otherwise, except for (i) the redemption of the Senior Redeemable Preferred Stock pursuant to and as provided in this Certificate of Incorporation, (ii) the repurchase of shares pursuant to agreements entered into in connection with awards granted under any stock option plan approved by the Corporation's Board of Directors, or (iii) dividends or distributions payable solely in shares of Common Stock;

(b) reclassify any capital stock in a manner that adversely affects the designations, preferences, powers and/or the relative, participating, optional or other special rights, or the restrictions provided for the benefit of, the Senior Redeemable Preferred Stock;

(c) authorize or issue, or obligate itself to issue, any convertible debt or other debt with any equity participation, any securities convertible into or exercisable or exchangeable for any equity securities, or any other equity security, in any case ranking senior to or on parity with the Senior Redeemable Preferred Stock as to liquidation, sale or merger preferences, redemption, or dividend rights;

(d) amend, alter or repeal (whether by merger, consolidation, operation of law, or otherwise) any provision of, or add any provision to, this Certificate of Incorporation or the bylaws of the Corporation if such action would adversely affect the designations, preferences, powers and/or the relative, participating, optional or other special rights, or the restrictions provided for the benefit of, the Senior Redeemable Preferred Stock;

(e) effect any Liquidation Event, or any other event described in Section A.4(c) hereof; or

(f) enter into any agreement to do any of the foregoing that is not expressly made conditional on obtaining the affirmative vote or written consent of a Redeemable Majority Interest.

Further, the Corporation shall not, by amendment, alteration or repeal of this Certificate of Incorporation (whether by merger, consolidation, operation of law, or otherwise) or through any Liquidation Event, any event described in Section A.4(c) hereof, or any other reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities, agreement or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation and shall at all times in good faith assist in the carrying out of all the provisions of this Article IV and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holders of the Senior Redeemable Preferred Stock against impairment. Any successor to the Corporation shall agree in writing, as a condition to such succession, to carry out and observe the obligations of the Corporation hereunder with respect to the Senior Redeemable Preferred Stock.

7. Notice.

(a) Liquidation Events, Etc. In the event (i) the Corporation establishes a record date to determine the holders of any class of securities who are entitled to receive any dividend or other distribution or who are entitled to vote at a meeting (or by written consent) in connection with any of the transactions identified in clause (ii) hereof, or (ii) any Liquidation Event, event deemed a Liquidation Event pursuant to Section A.4(c) hereof, or initial public offering becomes reasonably likely to occur, the Corporation shall mail or cause to be mailed by first class mail (postage prepaid) to each holder of Senior Redeemable Preferred Stock at least thirty (30) days prior to such record date specified therein or the expected effective date of any such transaction, whichever is earlier, a notice specifying (A) the date of such record date for the purpose of such dividend or distribution or meeting or consent and a description of such dividend or distribution or the action to be taken at such meeting or by such consent, (B) the date on which any such Liquidation Event, event deemed a Liquidation Event pursuant to Section A.4(c) hereof, or initial public offering is expected to occur or become effective, and (C) the date on which the books of the Corporation shall close or a record shall be taken with respect to any such event. Such notice shall be accompanied by a certificate prepared by the chief financial officer of the Corporation describing in detail (1) the facts of such transaction, (2) the amount(s) per share of Senior Redeemable Preferred Stock each holder of Senior Redeemable Preferred Stock would receive pursuant to the applicable provisions of this Certificate of Incorporation, and (3) the facts upon which such amounts were determined.

(b) Waiver of Notice. The holder or holders of a Redeemable Majority Interest may, at any time upon written notice to the Corporation, waive any notice provisions specified herein for the benefit of such holders, and any such waiver shall be binding upon all holders of such securities.

(c) Other Waivers. The holder or holders of a Redeemable Majority Interest may, at any time upon written notice to the Corporation, waive compliance by the Corporation with any term or provision herein, provided that any such waiver does not affect any holder of outstanding shares of Senior Redeemable Preferred Stock in a manner materially different than any other holder, and any such waiver shall be binding upon all holders of Senior Redeemable Preferred Stock and their respective transferees.

(d) General. In the event that the Corporation provides any notice, report or statement to any holder of Common Stock, the Corporation shall at the same time provide a copy of any such notice, report or statement to each holder of outstanding shares of Senior Redeemable Preferred Stock.

8. No Reissuance of Senior Redeemable Preferred Stock. No share or shares of Senior Redeemable Preferred Stock acquired by the Corporation by reason of redemption or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

9. Contractual Rights of Holders. The various provisions set forth herein for the benefit of the holders of the Senior Redeemable Preferred Stock shall be deemed contract rights enforceable by them, including, without limitation, by one or more actions for specific performance.

B. COMMON STOCK

1. Voting.

(a) Number. The Board of Directors shall consist of between two (2) and five (5) Directors.

(b) Election of Directors. The holders of Senior Redeemable Preferred Stock shall be entitled to elect one (1) of the Directors of the Corporation. The holders of Common Stock shall be entitled to elect the remaining number of the Directors of the Corporation. Such Director(s) shall be elected by a plurality vote, with the elected candidates being the candidates receiving the greatest number of affirmative votes (with each holder entitled to cast one vote for or against each candidate with respect to each share held by such holder), with votes cast against such candidates and votes withheld having no legal effect. The election of such Directors shall occur at the annual meeting of holders of capital stock or at any special meeting called and held in accordance with the by-laws of the Corporation, or by consent in lieu thereof in accordance with this Certificate of Incorporation and applicable law.

(c) Voting Generally. Except as otherwise expressly provided herein or required by law, each holder of outstanding shares of Common Stock shall be entitled to one (1) vote in respect of each share of Common Stock held thereby of record on the books of the Corporation for the election of Directors and on all matters submitted to a vote of stockholders of the Corporation.

2. Dividends. Subject to the payment in full of any preferential dividends to which the holders of Senior Redeemable Preferred Stock are entitled hereunder, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board of Directors may determine in its sole discretion.

3. Liquidation. Upon any Liquidation Event, after the payment or provision for payment of all debts and liabilities of the Corporation and all preferential amounts to which the

holders of Senior Redeemable Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of Common Stock shall be entitled to share ratably in the remaining assets of the Corporation available for distribution, as contemplated by Section A.4.

ARTICLE V

In furtherance of and not in limitation of powers conferred by statute, it is further provided:

1. Election of Directors need not be by written ballot unless the by-laws of the Corporation so provide.
2. Except as provided in Section A.6(d), the Board of Directors is expressly authorized to adopt, amend or repeal the by-laws of the Corporation to the extent specified therein.

ARTICLE VI

Meetings of stockholders may be held within or without the State of Florida, as the Bylaws may provide.

ARTICLE VII

To the extent permitted by law, the books of the Corporation may be kept outside the State of Florida at such place or places as may be designated in the by-laws of the Corporation or from time to time by its Board of Directors.

ARTICLE VIII

A Director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of his or her fiduciary duty as a Director of the Corporation, except for liability (a) for any breach of the Director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under Section 607.0831 of the Florida General Corporation Law, or (d) for any transaction from which the Director derived an improper personal benefit. If the Florida General Corporation Law is amended after the effective date of this Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Florida General Corporation Law.

Any repeal or modification of this Article VIII by the stockholders of the Corporation or by an amendment to the Florida General Corporation Law shall not adversely affect any right or protection existing at the time of such repeal or modification with respect to any acts or omissions occurring either before or after such repeal or modification, of a person serving as a Director prior to or at the time of such repeal or modification.

ARTICLE IX

Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Restated Articles of Incorporation this 10 day of January, 2002.

A handwritten signature in black ink, appearing to read 'LS', is written over a horizontal line.

LOUIS G. SPELIOS, D.M.D., Director

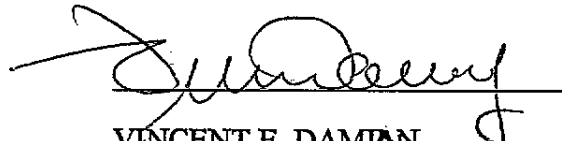
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

FIRST, that DENTAL HEALTH ASSOCIATES, INC., with its principal office as indicated by the Articles of Incorporation in the City of Miami, County of Miami-Dade, State of Florida, has named Vincent E. Damian, Esquire, located at 80 S.W. Eighth Street, Suite 2550, Miami, Florida 33130, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.


VINCENT E. DAMIAN