

**- CAPITAL CONNECTION, INC.**

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

**PO1000075607**

**FILED**  
01 JUL 30 PM 2:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

McGill and Johnson Dental Group PA

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-07/30/01--01109--013  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

- Art of Inc. File \_\_\_\_\_
- LTD Partnership File \_\_\_\_\_
- Foreign Corp. File \_\_\_\_\_
- L.C. File \_\_\_\_\_
- Fictitious Name File \_\_\_\_\_
- Trade/Service Mark \_\_\_\_\_
- Merger File \_\_\_\_\_
- Art. of Amend. File \_\_\_\_\_
- RA Resignation \_\_\_\_\_
- Dissolution / Withdrawal \_\_\_\_\_
- Annual Report / Reinstatement \_\_\_\_\_
- Cert. Copy \_\_\_\_\_
- Photo Copy \_\_\_\_\_
- Certificate of Good Standing \_\_\_\_\_
- Certificate of Status \_\_\_\_\_
- Certificate of Fictitious Name \_\_\_\_\_
- Corp Record Search \_\_\_\_\_
- Officer Search \_\_\_\_\_
- Fictitious Search \_\_\_\_\_
- Fictitious Owner Search \_\_\_\_\_
- Vehicle Search \_\_\_\_\_
- Driving Record \_\_\_\_\_
- UCC 1 or 3 File \_\_\_\_\_
- UCC 11 Search \_\_\_\_\_
- UCC 11 Retrieval \_\_\_\_\_
- Courier \_\_\_\_\_

W01-17553

**RECEIVED**  
01 JUL 30 PM 2:57  
DIVISION OF CORPORATION

Signature \_\_\_\_\_

Requested by: \_\_\_\_\_

Name \_\_\_\_\_ Date 7/30/01 Time 12:00

Walk-In \_\_\_\_\_ Will Pick Up \_\_\_\_\_

J. BRYAN JUL 30 2001  
J. BRYAN AUG - 1 2001



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

July 30, 2001

CAPITAL CONNECTION, INC.  
417 E. VIRGINIA ST., STE. 1  
TALLAHASSEE, FL 32301

SUBJECT: MCGILL AND JOHNSON DENTAL GROUP, P.A.  
Ref. Number: W01000017553

We have received your document for MCGILL AND JOHNSON DENTAL GROUP, P.A. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as Registered Agent.)

The registered agent must sign accepting the designation.

Please return the original and one copy of 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) 245-6929.

Joey Bryan  
Document Specialist  
New Filing Section

Letter Number: 801A00044091

**RE-SUBMIT**  
PLEASE OBTAIN THE ORIGINAL  
FILE DATE

RECEIVED  
01 AUG - 1 AM 10:48  
DIVISION OF CORPORATIONS

FILED  
01 JUL 30 PM 2:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## ARTICLES OF INCORPORATION

OF

### MCGILL AND JOHNSON DENTAL GROUP, P.A.

The undersigned subscriber(s) to these articles of incorporation, being duly licensed to practice dentistry under the laws of the state of Florida, adopt(s) these articles to form a corporation under the Professional Service Corporation and Limited Liability Company Act, F.S. Chapter 621, and other laws of the State of Florida.

#### ARTICLE I. NAME

The name of the professional service corporation is MCGILL AND JOHNSON DENTAL GROUP, P.A.

#### ARTICLE II. PRINCIPAL OFFICE

The principal office and mailing address of this corporation 400 E. Osceola Street, Suite 3, Stuart, FL, 34994.

#### ARTICLE III. PURPOSE

The professional service corporation is formed to engage in every phase and aspect of the practice of dentistry. In addition, the corporation may invest the funds of the professional service corporation in real estate, mortgages, stocks, bonds, or any other type of investment, and own real and personal property necessary for the rendering of professional services.

#### ARTICLE IV. TERM OF EXISTENCE

The professional service corporation shall have perpetual existence starting on the date these articles of incorporation are filed with the Florida Department of State.

#### ARTICLE V. CAPITAL STOCK

The capital stock of the professional service corporation shall be 100 shares of common stock having a par value of \$1.00 per share.

None of the shares of the professional service corporation may be issued to anyone other than an individual duly licensed to practice dentistry in the state of Florida unless authorized by Florida law.

#### ARTICLE VI. REGISTERED OFFICE AND AGENT

The address of the initial registered office of this professional service corporation is 400 E. Osceola Street, Suite 3, Stuart, FL 34994. The name of the initial registered agent at that address is David Johnson, D.D.S.

#### ARTICLE VII. BOARD OF DIRECTORS

The business of the corporation shall be managed by its board of directors. The initial board of directors shall consist of two (2) members. The name(s) and address(es) of the member(s) of the first board of directors are:

Name	Address
David Johnson	1707 Hills Ave., Tampa, FL
Deborah Johnson	1707 Hills Ave., Tampa, FL

#### ARTICLE VIII. SUBSCRIBER(S)

The name(s) and address(es) of the person(s) signing these articles of incorporation as subscriber(s) are:

Name	Address
David Johnson and Deborah Johnson, as tenants by the entireties	1707 Hills Ave., Tampa, FL

#### ARTICLE IX. RESTRAINT ON ALIENATION OF SHARES

The shareholders of the professional service corporation shall have the power to include in the bylaws, or by separate agreement adopted by a majority of the shareholders of the professional service corporation, any regulatory or restrictive provisions regarding the proposed sale, transfer, or other disposition of any of the outstanding stock of the professional service corporation by any of its shareholders, or in the event of the death of any of its shareholders. The manner and form, as well as the relevant terms, conditions, and details, of the disposition shall be determined by the shareholders of the professional service corporation; provided, however, that such regulatory or restrictive provisions shall not affect the rights of third parties without actual notice of the provisions unless the existence of the provisions is plainly noted on the certificate evidencing the ownership of such stock. No shareholder of the professional service corporation may sell or transfer stock in the corporation except to another individual who is eligible to be a shareholder of the professional service corporation, and the sale or transfer may be made only after it has been approved at a shareholder meeting especially called for that purpose. If any shareholder becomes legally disqualified to practice dentistry in the state of Florida, is elected to a public office, or accepts employment that places restrictions or limitations on the continuous rendering of such professional services, that shareholder's shares of stock shall immediately become subject to purchase by the professional service corporation in accordance with the bylaws adopted by the shareholders.

#### ARTICLE X. AMENDMENT

The corporation reserves the right to amend or repeal any provisions in these articles of incorporation in the manner provided by law. Any right conferred on the shareholders is subject to this reservation.

#### ARTICLE XI. SHARE TRANSFER RESTRICTIONS

No shareholder (other than David C. Johnson and Deborah F. Johnson, as tenants by to, entireties) shall have the right to sell, assign, pledge, encumber, transfer, or otherwise dispose of (hereinafter collectively referred to as a "Transfer") any of the shares or interest in shares of the corporation held or owned by any such shareholder without first offering such shares or interest in shares for sale to the corporation at their book value as determined by the corporation's accountant pursuant to generally accepted accounting principles, or such other value as may be specifically agreed upon by the shareholders and the corporation in writing, from time to time. Such offer shall be in writing, shall set forth the number of shares or the interest in shares involved in such proposed Transfer, shall set forth the person or entity to whom the shares or interest in shares are to be transferred, shall be signed by the shareholder who intends to so Transfer said shares or interest in shares (the "Transferring Shareholder"), and shall be sent by registered or certified mail to the corporation at its principal place of business. That offer shall remain open for acceptance by the corporation for a period of thirty (30) days from the date of receipt by the corporation of that notice. If the corporation does not give the Transferring Shareholder, within the thirty (30) day period, written notice of the corporation's decision to purchase all of those shares or the interest in the shares, then the other shareholders of the corporation shall have the option, for a period of fifteen (15) days following the end of that thirty (30) day period, to purchase a proportionate number of those shares or interest in shares not being purchased by the corporation, based upon each shareholders percentage ownership of stock in the corporation (any shareholder may also give notice of his intention to purchase any shares or interest in shares not agreed to be purchased by the other shareholder(s)), which purchase may be made on the same purchase price, terms and conditions previously available to the corporation. The corporation shall be required to immediately send each shareholder a copy of any notice received by the corporation pursuant to this Article, and the Corporation shall indicate thereon what day that notice was received by the corporation. The corporation shall also be required to send each shareholder a copy of any notice by the corporation, if any, to the Transferring Shareholder of the corporation's decision to purchase those shares or interest in shares. If the corporation does not give notice within that 30-day period of its intent to purchase all of the shares or interest in shares being offered by a Transferring Shareholder, and the other shareholders fail to give the Transferring Shareholder written notice within the aforesaid 15-day period of their intent to purchase all of the remaining shares or interest in shares not purchased by the corporation, then the Transferring Shareholder shall have the right to dispose of all of his or her shares or interest in shares as he or she may see fit. If, however, the Transferring Shareholder fails to Transfer all of those shares or interest in shares within ninety (90) days after the end of the notice periods, then those shares or interest in shares not so transferred will again be subject to the terms and conditions of this Article. It is the intent of this paragraph that if all of the shares or interest in shares being offered for Transfer by the Transferring Shareholder are not purchased by the corporation and/or the other shareholders pursuant to this Article, then the Transferring Shareholder may refuse to sell any of the stock or interest in stock to the corporation or the other shareholders and may transfer or dispose of all of his or her shares or interest in shares in full as he or she may see fit.

On the death of any shareholder (other than David C. Johnson or Deborah F. Johnson), the corporation shall have the right to purchase all shares of stock or interest in shares of stock in the corporation owned by such shareholder immediately prior to his or her death. The purchase price shall be the book value of such shares or interest in shares as determined by the accountant for the corporation based on generally accepted accounting principles, or such other value as may be specifically agreed upon by the shareholders and the corporation in writing, from time to time, and this provision shall be binding on the beneficiaries, executor, administrator, and personal representative of each such shareholder. The beneficiaries, executor, administrator or personal shall be required to immediately give the corporation written notice of the death of the shareholder, which notice shall contain the information required in the notice from the Transferring Shareholder as set forth in the preceding

paragraph. The corporation shall have a period of thirty (30) days from the receipt of the notice in which to give the beneficiary, executor, administrator or personal representative written notice of the corporation's desire to purchase all of such shares of stock or interest in shares of stock. If the corporation should fail or refuse to give notice within that thirty (30) day period of the corporation's desire to purchase all of the deceased shareholder's shares or interest in shares, then the beneficiaries, executor, administrator or personal representative of the deceased shareholder shall have the right to dispose of those shares or interest in shares as he or she may see fit.

David C. Johnson and Deborah F. Johnson, as tenants by the entireties, shall have the right to jointly sell, assign, pledge, encumber, transfer, or otherwise dispose of any of the shares of the corporation held or owned by them as tenants by the entireties, without first offering such shares for sale to the corporation, but only with joinder of both tenants.

On the death of either David C. Johnson or Deborah F. Johnson, their interests of stock in the corporation may be devised, sold, assigned, pledged, encumbered, transferred, or otherwise disposed of by the surviving tenant.

The restrictions on a shareholder's right to Transfer shares of stock in the corporation shall not apply to a Transfer of the shares to the corporation, or any other person or entity if prior written approval is obtained from the corporation and each shareholder of the corporation.

In no event, however, shall any shareholder of the corporation be entitled to Transfer, devise or bequeath any interest whatsoever in any shares of stock in the corporation to: (1) any person or entity who is not eligible to qualify as a shareholder in a Subchapter "S" corporation if the corporation is a Subchapter "S" corporation at the time of the Transfer; or (2) any person or entity which may cause the corporation or its shareholders to incur any state or federal tax penalty or personal holding company tax.

Any attempt to Transfer, or distribute to any heirs or beneficiaries of a stockholder, any shares of stock in the corporation not in accordance with this Article shall be null and void and any such person or entity receiving any interest in any such shares of stock shall not be entitled to transfer or registration of that interest on the books of the corporation.

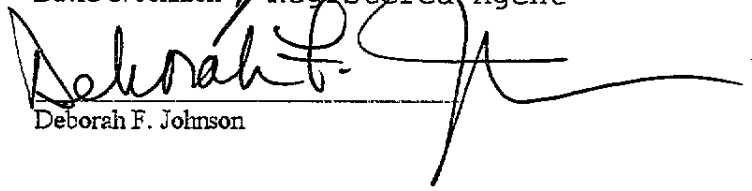
The purchase price payable by shareholders for the Transferring Shareholder's stock shall be payable in cash. The purchase price payable by the corporation, for the Transferring Shareholder's stock shall be payable in cash or over time with 10% down, the remaining purchase price payable monthly over a term of 10 years, and amortized over 30 years, which sums shall Shareholder's stock shall be payable in cash or over time with 10% down, the remaining purchase price payable monthly over a term of 10 years, and amortized over 30 years, which sums shall accrue interest at the rate of 8.0% per annum or as amended from time to time. The shares of stock being sold shall be pledged as security for payment of the purchase price. The closing of the transfer of the stock shall be scheduled at a mutually convenient time for all parties thereto, but said closing shall not be held any later than forty-five (45) days after the date on which the last notice of intent to purchase such stock is mailed by the corporation or any shareholder to the Transferring Shareholder, or in the case of a deceased shareholder to such shareholder's beneficiaries, executor, administrator or personal representative. If the closing of any purchase of any shares of stock by the corporation and/or the other shareholders does not occur within forty five (45) days after the date on which the last notice of intent to purchase such stock is mailed by the corporation or any shareholder to the Transferring Shareholder, or in the case of a deceased shareholder the beneficiaries, executor, administrator or personal representative, then the Transferring Shareholder, or in the case of a deceased shareholder the beneficiaries, executor, administrator or personal representative of such

shareholder, shall have the right to dispose of all of those shares of stock as he or she may see fit. Each share certificate issued by the corporation shall have printed or stamped on it the following legend:

"These shares are held subject to certain transfer restrictions imposed by the Articles of Incorporation of the corporation. A copy of such Articles is on file at the principle office of the corporation."

IN WITNESS WHEREOF, the undersigned subscriber(s) executed these articles of incorporation on the 27 day of JULY, 2001. I hereby am familiar with and accept the duties and responsibilities as

  
Registered Agent.  
David C. Johnson, Registered Agent

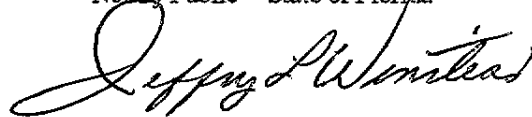
  
Deborah F. Johnson

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing articles of incorporation were acknowledged before me on this 27<sup>th</sup> day of JULY, 2001, by David C. Johnson and Deborah F. Johnson who are personally known to me or produced FLORIDA DRIVERS LICENSE as identification.

(Seal)

Notary Public -- State of Florida



NOTARY PUBLIC - STATE OF FLORIDA  
JEFFREY L. WINSTEAD  
COMMISSION # CC844673  
EXPIRES 6/9/2003  
BONDED THRU ASA 1-888-NOTARY1

Print, Type, or Stamp  
Commissioned  
Name of Notary Public

FILED  
01 JUL 30 PM 2: 06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA