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ARGUS DENTAL PLAN, INC.**

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ARGUS DENTAL PLAN, INC.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

Argus Dental Plan, Inc., a corporation organized and existing under and by virtue of the provisions of the Florida Business Corporation Act, Chapter 607 of the Florida Statutes (the "FBCA"),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Argus Dental Plan, Inc., and that this corporation was originally incorporated pursuant to the FBCA on November 16, 2006.

2. That the Board of Directors of this corporation (the "Board") on May 6, 2010 duly adopted resolutions proposing to amend and restate the Articles of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its shareholders, and authorizing the appropriate officers of this corporation to solicit the consent of the shareholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

RESOLVED, that the Articles of Incorporation of this corporation be amended and restated in their entirety to read as follows:

FIRST: The name of this corporation is Argus Dental Plan, Inc. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Florida is 4010 W State Street, in the City of Tampa, County of Hillsborough. The name of its registered agent at such address is Nicholas M. Kavouklis, DMD.

THIRD: The total number of shares of all classes of capital stock that the Corporation shall have authority to issue shall be sixty-three million five hundred thousand (63,500,000) shares of Common Stock, no par value (the "Common Stock"), and three million five hundred thousand (3,500,000) shares shall be Preferred Stock, no par value (the "Preferred Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of shareholders (and written actions in lieu of meetings); provided, however, that, in circumstances where the FBCA or other law or these Amended and

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Restated Articles of Incorporation require one or more outstanding series of Preferred Stock to vote on an amendment to the Amended and Restated Articles of Incorporation separately as a series or separately, together with one or more other such series of Preferred Stock, the holders of Common Stock shall not vote together with such series or such group of series, but shall only vote separately as the class of Common Stock.

B. SERIES A PARTICIPATING PREFERRED STOCK

3,500,000 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "**Series A Participating Preferred Stock**" with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "Sections" or "Subsections" in this Part B of this Article Third refer to sections and subsections of Part B of this Article Third.

1. Dividends. So long as any shares of Series A Participating Preferred Stock are outstanding, the Corporation shall not declare, pay or set aside any dividend, whether in cash or property, or make any other distribution, on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock), or purchase, redeem, or otherwise acquire for value any shares of Common Stock (other than dividends on shares of Common Stock payable in shares of Common Stock), unless (in addition to the obtaining of any consents required elsewhere in the Amended and Restated Articles of Incorporation) the holders of the Series A Participating Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend or distribution on each outstanding share of Series A Participating Preferred Stock in an amount at least equal to (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series A Participating Preferred Stock as would equal the product of (A) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of Series A Participating Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series A Participating Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Series A Original Issue Price (as defined below); provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series A Participating Preferred Stock pursuant to this Section 1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series A Participating Preferred Stock dividend..

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2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Payments to Holders of Series A Participating Preferred Stock. Upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a "Liquidation Event"), at the option of the holders of a majority of the then outstanding shares of Series A Participating Preferred Stock (given in writing or by vote at a meeting, consenting or voting, as the case may be, separately as a class), before any distribution or payment shall be made to the holders of any Common Stock, the holders of shares of Series A Participating Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation legally available for distribution to its shareholders, an amount per share of Series A Participating Preferred Stock equal to \$0.10 (which value shall be equitably adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) (the "Series A Original Issue Price") plus any dividends declared but unpaid thereon (such amount is hereinafter referred to as the "Series A Liquidation Amount"); provided, however, that if under that certain Contingent Participation Agreement dated as of the Effective Date (as defined below) between the Corporation and the initial holder of the Series A Participating Preferred Stock (the "Contingent Participation Agreement"), the Corporation is required to pay, and does pay, a Liquidation Payment Amount or Participation Payment Amount (as such terms are defined in the Contingent Participation Agreement) at any time prior to or simultaneously with a Liquidation Event, then, in lieu of the Series A Liquidation Amount, the holders of Series A Participating Preferred Stock shall be entitled to receive in respect of the shares of Series A Participating Preferred Stock upon such Liquidation Event only the amount that such holders are entitled to receive pursuant to Section 2.2. If, upon any such Liquidation Event, the assets of the Corporation available for distribution to its shareholders shall be insufficient to make payment in full to all holders of Series A Participating Preferred Stock of the Series A Liquidation Amount, such assets shall be distributed among the holders of Series A Participating Preferred Stock at the time outstanding, ratably in proportion to their respective amounts which would otherwise be payable in respect of the shares held by them.

2.2 Payments to Holders of Common Stock and Series A Participating Preferred Stock. Subject to any other Preferred Stock then outstanding, after the payment in full of the Series A Liquidation Amount, the remaining assets of the Corporation legally available for distribution to its shareholders with respect to such Liquidation Event, if any, shall be distributed among the holders of the shares of Series A Participating Preferred Stock and Common Stock (including the Investor under the Contingent Participation Agreement (or its successors or assigns) as if, immediately prior to such Liquidation Event, the Vested Shares (as defined in the Contingent Participation Agreement) had been issued by the Corporation to the Investor (or its successors or assigns) and the Investor (or its successors or assigns) was the owner of the Vested Shares), pro rata based on the number of shares held by each such holder, treating for this purpose all such shares of Series A Participating Preferred Stock as if they had been converted to Common Stock pursuant to the terms of these Amended and Restated Articles of Incorporation immediately before such Liquidation Event.

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3. Asset Transfer or Acquisition.

3.1 The Corporation shall not have the power to effect an Acquisition (as defined below) unless the agreement or plan of merger or consolidation for such transaction provides (i) for the satisfaction by the Corporation of its obligations under the Contingent Participation Agreement and (ii) that the consideration payable to the shareholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 2.1 and 2.2.

3.2 In the event that the Corporation is a party to and consummates an Asset Transfer (as defined below), the Corporation shall satisfy its obligations under the Contingent Participation Agreement, and if the Corporation does not effect a dissolution of the Corporation under the FBCA within 90 days after such Asset Transfer, then (i) the Corporation shall send a written notice to each holder of Series A Participating Preferred Stock no later than the 90th day after the Asset Transfer advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Series A Participating Preferred Stock, and (ii) if the holders of at least a majority of the then outstanding shares of Series A Participating Preferred Stock so request in a written instrument delivered to the Corporation not later than 120 days after such Asset Transfer (a "Shareholder Notice"), the Corporation shall use the consideration received by the Corporation for such Asset Transfer (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders (the "Available Proceeds"), to the extent legally available therefor on the 150th day after such Asset Transfer (the "Redemption Date"), to redeem all outstanding shares of Series A Participating Preferred Stock at a price per share equal to the amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event pursuant to Section 2 (the "Redemption Price"). Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Series A Participating Preferred Stock, the Corporation shall redeem a pro rata portion of each holder's shares of Series A Participating Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. Prior to the distribution or redemption provided for in this Section 3.2, the Corporation shall not expend or dissipate the consideration received for such Asset Transfer, except to discharge expenses incurred in connection with such Asset Transfer.

3.3 The Corporation shall send written notice of the redemption contemplated by Section 3.2 (the "Redemption Notice") to each holder of record of Series A Participating Preferred Stock not less than 20 days prior to the Redemption Date. The Redemption Notice shall state:

(a) the number of shares of Series A Participating Preferred Stock held by the holder that the Corporation shall redeem on the Redemption Date;

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(b) the Redemption Date and the Redemption Price; and

(c) that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series A Participating Preferred Stock to be redeemed.

3.4 On or before the Redemption Date, each holder of shares of Series A Participating Preferred Stock to be redeemed on the Redemption Date, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Series A Participating Preferred Stock represented by a certificate are redeemed, a new certificate representing the unredeemed shares of Series A Participating Preferred Stock shall promptly be issued to such holder.

3.5 If the Redemption Notice shall have been duly given, and if on the Redemption Date the Redemption Price payable upon redemption of the shares of Series A Participating Preferred Stock to be redeemed on the Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the certificates evidencing any of the shares of Series A Participating Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series A Participating Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the Redemption Price without interest upon surrender of their certificate or certificates therefor.

3.6 Each of the following events shall be considered an "Acquisition" unless the holders of at least a majority of the outstanding shares of Series A Participating Preferred Stock elect otherwise by written notice sent to the Corporation at least five (5) days prior to the effective date of any such event (given in writing or by vote at a meeting, consenting or voting, as the case may be, separately as a class): (i) any consolidation or merger of the Corporation with or into any other corporation or other entity or person, or any other corporate reorganization, in which the shareholders of the Corporation immediately prior to such consolidation, merger or reorganization, own (including for these purposes both voting power owned directly and voting power owned indirectly), less than 50% of the voting power of the surviving entity immediately after such consolidation, merger or reorganization, or (ii) any transaction or series of transactions to which the Corporation is a party in which in excess of fifty percent (50%) of the Corporation's voting power is transferred to any person or persons who were not shareholders of the Corporation immediately prior thereto and who were not under the control of or common control of the shareholders of the Corporation immediately prior thereto; provided that an Acquisition shall not include (x) any consolidation or merger effected exclusively to change the domicile of the Corporation, or (y) any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the

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Corporation or any successor or indebtedness of the Corporation is cancelled or converted or a combination thereof.

3.7 Each of the following events shall be considered an "Asset Transfer" unless the holders of at least a majority of the outstanding shares of Series A Participating Preferred Stock elect otherwise by written notice sent to the Corporation at least five (5) days prior to the effective date of any such event (given in writing or by vote at a meeting, consenting or voting, as the case may be, separately as a class): the sale, lease, transfer, exclusive license or other disposition in any transaction or series of transactions, by the Corporation or any of its subsidiaries of all or substantially all of the assets of the Corporation and its subsidiaries, taken as whole (including the capital stock of any subsidiaries of the Corporation).

3.8 In the event of any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, the value of such consideration or other property shall be deemed to be its fair market value as determined in good faith by the Board or, if requested by the holders of a majority of the then outstanding shares of Series A Participating Preferred Stock, by an appraiser mutually acceptable to the Board and the holders of a majority of the then outstanding shares of Series A Participating Preferred Stock.

4. Series A Participating Preferred Stock Conversion Rights.

The holders of the Series A Participating Preferred Stock shall have the following rights with respect to the conversion of the Series A Participating Preferred Stock into shares of Common Stock (the "Series A Conversion Rights"):

4.1 Right to Convert. Each share of Series A Participating Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as set forth in the following sentence of this Section 4.1. The number of shares of Common Stock to which a holder of Series A Participating Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the Series A Conversion Rate (as defined below) then in effect by the number of shares of Series A Participating Preferred Stock being converted.

4.2 Series A Conversion Rate and Series A Conversion Price. Except as otherwise set forth herein, the conversion rate for each share of Series A Participating Preferred Stock in effect at any time for conversion of the Series A Participating Preferred Stock shall be the quotient obtained by dividing the Series A Original Issue Price by the applicable Series A Conversion Price then in effect (the "Series A Conversion Rate"). The conversion price for the Series A Participating Preferred Stock (the "Series A Conversion Price") shall initially be equal to \$0.10 and shall be subject to adjustment in accordance with this Section 4.

4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Series A Participating Preferred Stock to voluntarily convert shares of Series A Participating Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Series A Participating Preferred Stock (or, if such registered holder alleges that

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such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the principal office of the Corporation, together with written notice that such holder elects to convert all or any number (which number shall be so specified in the written notice) of the shares of the Series A Participating Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the Corporation of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "Conversion Time"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date and the shares of Series A Participating Preferred Stock so converted shall be deemed to no longer be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Series A Participating Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Series A Participating Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, and (ii) pay all declared but unpaid dividends, if any, on the shares of Series A Participating Preferred Stock converted.

4.3.2 Reservation of Shares. The Corporation shall at all times when the Series A Participating Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Series A Participating Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series A Participating Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Participating Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Amended and Restated Articles of Incorporation.

4.3.3 Effect of Conversion. All shares of Series A Participating Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive payment of any dividends declared but unpaid thereon. Any shares of Series A Participating Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of shares of Series A Participating Preferred Stock accordingly.

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4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Series A Conversion Price shall be made for any declared but unpaid dividends on the Series A Participating Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Series A Participating Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Series A Participating Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series A Original Issue Date effect a subdivision of the outstanding Common Stock, the Series A Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series A Original Issue Date combine the outstanding shares of Common Stock, the Series A Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.5 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the date on which the first share of Series A Participating Preferred Stock was issued (the "Series A Original Issue Date") shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Series A Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price then in effect by a fraction:

- (1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and
- (2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close

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of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of Series A Participating Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Series A Participating Preferred Stock had been converted into Common Stock on the date of such event.

4.6 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Series A Participating Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series A Participating Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Section 3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Series A Participating Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 4.5 or 4.6), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Participating Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series A Participating Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Series A Participating Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Series A Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Participating Preferred Stock.

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4.8 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Participating Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Participating Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series A Participating Preferred Stock (but in any event not later than ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Series A Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Series A Participating Preferred Stock.

4.9 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Series A Participating Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Series A Participating Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Series A Participating Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Series A Participating Preferred Stock and the Common Stock. Such notice shall be sent at least ten (10) days prior to the record date or effective date for the event specified in such notice.

5. Voting.

5.1 General. On any matter presented to the shareholders of the Corporation for their action or consideration at any meeting of shareholders of the Corporation (or by written consent of shareholders in lieu of meeting), each holder of outstanding shares of Series A

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Participating Preferred Stock shall be entitled to cast the number of votes equal to the product of (x) the number of shares of Series A Participating Preferred Stock held by such holder multiplied by (y) the Series A Conversion Rate in effect immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent, and shall have voting rights and powers equal to the voting rights and powers of the Common Stock and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation. Except as otherwise provided herein or required by law, the Series A Participating Preferred Stock shall vote together with the Common Stock on all matters and not as a separate class.

5.2 Series A Participating Preferred Stock Protective Provisions. At any time when shares of Series A Participating Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Amended and Restated Articles of Incorporation) the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series A Participating Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class:

(a) effect any Liquidation Event, Asset Transfer, Acquisition, recapitalization or sale of substantial assets of the Corporation not in the ordinary course of business, or consent to any of the foregoing;

(b) amend, alter or repeal any provision of the Amended and Restated Articles of Incorporation or Bylaws of the Corporation (including without limitation any filing of a Certificate of Designation or any amendment of class voting rights or requisite approval percentages);

(c) create, or authorize the creation of, or issue or obligate the Corporation to issue shares of, any existing or additional class or series of capital stock, or increase the authorized number of shares of Common Stock, Preferred Stock or Series A Participating Preferred Stock, or increase the authorized number of shares of any additional class or series of capital stock;

(d) grant any option, warrant or other right to purchase or subscribe to capital stock, other equity or ownership interest or other securities of the Corporation or securities that are convertible into or exchangeable for capital stock, other equity or ownership interest or other securities of the Corporation or enter into any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance, sale or transfer of any capital stock, other equity or ownership interests or other securities of the Corporation, any such convertible or exchangeable securities or any such option, warrant or other right;

(e) reclassify, alter or amend any existing security of the Corporation that is junior to the Series A Participating Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption;

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~~(CONFIDENTIAL 11932 39)~~

(f) purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and (ii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof;

(g) incur any indebtedness for borrowed money, or amend any of the terms or conditions of any indebtedness for borrowed money;

(h) purchase any capital assets or make any other capital expenditure in excess of \$50,000 in a single transaction or series of related transactions or in excess of \$100,000 in the aggregate in any fiscal year;

(i) acquire all or substantially all of the assets or capital stock or other securities of another entity (in a single transaction or series of related transactions) or enter into strategic alliance or joint venture;

(j) enter into a new line of business, or withdraw from any existing line of business, or make any other material change in the nature of the Corporation's business;

(k) acquire or sell any real property, or enter into, alter, or terminate any lease for real property;

(l) open any new office location, or change the location of any existing office of the Corporation;

(m) enter into or alter any transaction or arrangement (including compensation and benefit arrangements) between the Corporation or any subsidiary of the Corporation, on the one hand, and Nicholas M. Kavouklis, DMD or any of his affiliates ("Founder") or any of the officers, directors, shareholders, members, managers, partners or affiliates of the Corporation or any subsidiary of the Corporation (or any of the family members of any of the foregoing), on the other hand, other than as permitted under the Shareholders' Agreement dated as of the Effective Date (as defined below) between the Corporation, the Founder, and the other stockholder(s) of the Corporation, as the same may be amended from time to time.

(n) hire or terminate any officer of the Corporation or any employee of the Corporation whose total compensation exceeds \$100,000;

(o) create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Corporation, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary; or

~~(CONFIDENTIAL 11932 39)~~

• ((HILLWARD 11932 3))

(p) increase or decrease the number of directors constituting the Board.

6. Redeemed or Otherwise Acquired Shares. Any shares of Series A Participating Preferred Stock that are acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Series A Participating Preferred Stock following acquisition by the Corporation or any of its subsidiaries.

7. Waiver. Any of the rights, powers, preferences and other terms of the Series A Participating Preferred Stock set forth herein may be waived on behalf of all holders of Series A Participating Preferred Stock, either prospectively or retroactively and either generally or in a specific instance, by the affirmative written consent or vote of the holders of at least a majority of the shares of Series A Participating Preferred Stock then outstanding. Any such waiver will bind all current and future holders of the Series A Participating Preferred Stock.

8. Notices. Any notice required or permitted by the provisions of this Article Third to be given to a holder of shares of Series A Participating Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the FBCA, and shall be deemed sent upon such mailing or electronic transmission.

FOURTH: Subject to any additional vote required by the Amended and Restated Articles of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

FIFTH: To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director. If the FBCA or any other law of the State of Florida is amended after approval by the shareholders of this Article Fifth 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 FBCA or such other law as so amended. Any repeal or modification of the foregoing provisions of this Article Fifth by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

SIXTH: The following indemnification provisions shall apply to the persons enumerated below:

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason

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of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article Sixth, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article Sixth or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article Sixth is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorney's fees) incurred by an employee or agent in defending

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any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article Sixth shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, any provision of these Amended and Restated Articles of Incorporation, the Bylaws of the Corporation, agreement, vote of shareholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article Sixth; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the corporation under the provisions of this Article Sixth.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article Sixth shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators..

* * *

3. The foregoing amendment and restatement of the Corporation's Articles of Incorporation amends the Corporation's Articles of Incorporation and was adopted and approved by a majority of the shareholders of the Corporation by a written consent of shareholders dated May 6, 2010, pursuant to Section 607.0704 of the FBCA, and the number of votes cast by the shareholders was sufficient for approval.

4. The foregoing amendment and restatement of the Corporation's Articles of Incorporation will become effective upon the later of (a) May 7, 2010 or (b) the date of filing of these Amended and Restated Articles of Incorporation with the Florida Department of State (the "Effective Date").

[Signature Page Follows]

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IN WITNESS WHEREOF, these Amended and Restated Articles of
Incorporation have been executed by a duly authorized officer of this corporation on this May
7, 2010.

Argus Dental Plan, Inc.

By: 
Nicholas M. Kavouklis, DMD, President

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(REDACTED)

ARGUS DENTAL PLAN, INC.

ACCEPTANCE OF SERVICE AS REGISTERED AGENT

NICHOLAS M. KAVOUKLIS, DMD, having been named as registered agent to accept service of process for the above-named corporation, at the registered office designated in the Amended and Restated Articles of Incorporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of Section 607.0505, Florida Statutes.

DATED this 7th day of May, 2010.



NICHOLAS M. KAVOUKLIS, DMD

(REDACTED)