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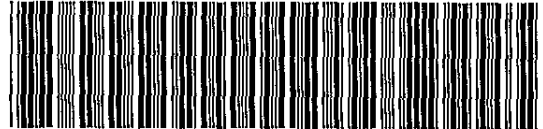
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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* BOARD CERTIFIED IN TAXATION AND
MASTER OF LAWS IN ESTATE PLANNING
+ ALSO ADMITTED IN MASSACHUSETTS

December 19, 2003

VIA FEDERAL EXPRESS

Florida Secretary of State
Corporations Division
409 East Gaines Street
Tallahassee, Florida 32399

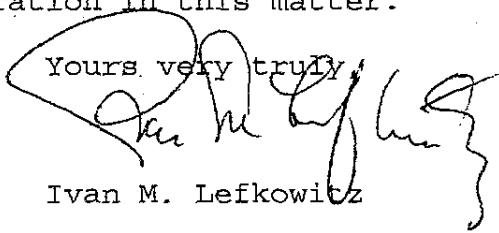
Re: Limited to Endodontics - Metro West, P.A. Merger
into Limited to Endodontics, P.A.

Dear Sir or Madam:

Enclosed please are the original and a duplicate copy of the Articles of Merger for Limited to Endodontics - Metro West, P.A., a Florida corporation into Limited to Endodontics, P.A., a Florida corporation. The duplicate copy is conformed to the original. Please endorse your approval of the Articles of Merger on the duplicate copy, and return a certified copy to this office.

Also enclosed is a check in the total amount of \$78.75 to cover the \$70.00 filing fee (\$35.00 per party for two parties) and the \$8.75 fee for the certified copy of the Articles of Merger. Please return a certified copy to my attention. Thank you in advance for your cooperation in this matter.

Yours very truly,


Ivan M. Lefkowitz

IML:glg
Enclosures
cc: Jose Costas, D.M.D., President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
LIMITED TO ENDODONTICS - METRO WEST, P.A.,
a Florida corporation,
with and into
LIMITED TO ENDODONTICS, P.A.,
a Florida corporation

Pursuant to the provisions of §607.1105, Florida Statutes, the undersigned, on behalf of LIMITED TO ENDODONTICS - METRO WEST, P.A., a Florida corporation, and LIMITED TO ENDODONTICS, P.A., a Florida corporation, adopted the following Articles of Merger:

1. The Agreement and Plan of Merger, dated December 19, 2003 (the "Plan of Merger") between LIMITED TO ENDODONTICS - METRO WEST, P.A. and LIMITED TO ENDODONTICS, P.A. was approved and adopted by all of the shareholders and all of the directors of LIMITED TO ENDODONTICS, P.A., a Florida corporation on December 19, 2003 and was approved and adopted by all of the shareholders and all of the directors LIMITED TO ENDODONTICS - METRO WEST, P.A., a Florida corporation on December 19, 2003.

2. Pursuant to the Agreement and Plan of Merger, all issued and outstanding shares of stock of LIMITED TO ENDODONTICS - METRO WEST, P.A., a Florida corporation, will be acquired by means of a merger into LIMITED TO ENDODONTICS, P.A., a Florida corporation, with LIMITED TO ENDODONTICS, P.A., the Florida corporation, being the surviving corporation.

3. The Plan of Merger is attached as Exhibit A and incorporated by reference into these Articles as if it were fully set forth herein.

4. The effective date of the merger shall be December 19, 2003.

5. The Plan of Merger was approved by the shareholders and directors of both corporations in accordance with Florida and Florida law.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF the parties have set their hands this 19th
of December, 2003.

LIMITED TO ENDODONTICS - METRO WEST,
P.A., a Florida Corporation

By: 

JOSE F. COSTAS, D.M.D., M.S.,
President

LIMITED TO ENDODONTICS, P.A.,
a Florida Corporation

By: 

JOSE F. COSTAS, D.M.D., M.S.,
President

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of December 19, 2003 by and between LIMITED TO ENDODONTICS, P.A., a Florida corporation (the "Surviving Corporation") and LIMITED TO ENDODONTICS - METRO WEST, P.A., a Florida corporation (the "Merging Corporation").

WHEREAS, the parties desire that the Merging Corporation merge with and into the Surviving Corporation (the "Merger"); and

WHEREAS, the Board of Directors of the Merging Corporation deems the Merger advisable and in the best interests of the Merging Corporation and its shareholders and has adopted a resolution approving this Agreement providing for the Merger; and

WHEREAS, the Board of Directors of the Surviving Corporation deems the Merger advisable and in the best interests of the Surviving Corporation and its shareholders and has adopted a resolution approving this Agreement providing for the Merger; and

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements, representations, warranties and covenants herein contained and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying the Merger into effect, the manner of converting the capital stock of the Merging Corporation into shares of capital stock of the Surviving Corporation, and such other provisions as are deemed desirable in connection with the Merger, the parties, intending to be bound, hereby agree as follows:

ARTICLE I
THE MERGER

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Chapter 607 of the Florida Statutes (the "FLS"), at the Effective Time (as hereafter defined), the Merging Corporation will be merged with and into the Surviving Corporation. The Merging Corporation shall be the merging corporation under the Merger and its separate corporate existence shall cease as of the Effective Time. The Surviving

Corporation shall be the surviving corporation under the Merger and shall continue to be governed by the FLS, shall retain its name "LIMITED TO ENDODONTICS, P.A." and shall succeed to and assume all rights and obligations of the Merging Corporation in accordance with the FLS. On the Effective Time of the Merger, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed of the Merging Corporation, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merging Corporation, and neither the rights of creditors nor any liens on the property of the Merging Corporation shall be impaired by the Merger.

1.2. Effective Time. The parties shall execute and file Articles of Merger in the form required by the FLS with the Florida Secretary of State (the "Florida Articles of Merger"). The Merger shall become effective upon the latest to occur of (a) the time that the Florida Articles of Merger are filed with the Florida Secretary of State, or (b) at such later time as may be mutually agreed upon by the parties and specified in the Florida Articles of Merger, more specifically December 19, 2003 (the "Effective Time").

1.3. Effects of the Merger. The Merger shall have the effects set forth in the FLS.

(a) Certificate of Incorporation and By-Laws. The Articles of Incorporation and the By-Laws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and By-Laws of the Surviving Corporation from and after the Effective Time until thereafter changed or amended as provided therein or by applicable law.

(b) Directors. The directors of the Surviving Corporation serving immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

(c) Officers. The officers of the Surviving Corporation serving immediately prior to the Effective Time shall be the officers of the Surviving Corporation (retaining their respective positions and terms of office) from and after the Effective Time until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

ARTICLE II CONVERSION OF STOCK

2.1 Conversion of the Merging Corporation Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder, each issued and outstanding share of common stock of the Merging Corporation (collectively, the "Merging Corporation Sharers") shall automatically be converted into an identical share of the same class of the Surviving Corporation, and all certificates formerly representing the Merging Corporation's Shares shall be deemed canceled and of no effect in representing an equity interest in the Surviving Corporation. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holder thereof, all of the Merging Corporation's outstanding shares, if any, shall be canceled and shall not represent any equity interest in the Surviving Corporation.

ARTICLE III TAX PROVISIONS

3.1 Reorganization. The parties agree that the Merger is intended to qualify as a S Corporation reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986 (the "Code") and the parties will prepare and file their state and federal income tax returns on a basis consistent with this intent and will take such action as may be necessary to obtain such qualifications.

ARTICLE IV MISCELLANEOUS

4.1 Assignment. Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable by either party, in whole or in part, without the consent of the other parties hereto, and any attempted assignment in violation of this prohibition shall be null and void. If this Agreement is assigned with such consent, the terms and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective assigns; provided, however, that no assignment of this Agreement or any of the rights or obligations hereunder shall relieve any party of its obligations under this Agreement.

4.2. Law Governing. This Agreement will be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida, without giving effect to the principles of conflicts of law thereof.

4.3. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.4. Amendment and Waiver. Any of the terms or conditions of this Agreement may be waived, amended or modified in whole or in part at any time to the extent authorized by applicable law, by a writing signed by the parties hereto.

4.5. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the matters contained herein, and supersedes all prior agreements and understandings between the parties with respect thereto.

4.6. Remedies. Subject to the terms hereof, in the event of any willful breach of this Agreement in any material respect by any of the parties hereto, any other party hereto damaged shall have all the rights, remedies and causes of action available at law or in equity.

4.7. Headings. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

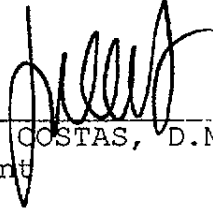
4.8. Location of Office in Florida. The Surviving Corporation's registered office in the State of Florida will be 225 South Westmonte Drive, Suite 2010, Altamonte Springs, Florida 32714. The name of its registered agent at such address is JOSE F. COSTAS, D.M.D., M.S.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

LIMITED TO ENDODONTICS - METRO
WEST, P.A., a Florida Corporation

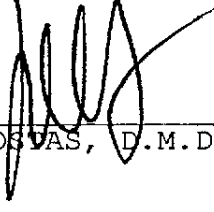
By:



JOSE F. COSTAS, D.M.D., M.S.,
President

LIMITED TO ENDODONTICS, P.A.,
a Florida Corporation

By:



JOSE F. COSTAS, D.M.D., M.S.,
President