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SUITE 105

MIAMI, FLORIDA 33133

REPLY TO NORTH MIAMI

November 7, 1997

Secretary of the State of Florida  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

Dear Sir or Madame:

Enclosed please find the Plan of Merger and Articles of Merger between STATEWIDE DENTAL SERVICES GROUP, INC. and NATIONWIDE SERVICE ENTERPRISES CORP along with a copy of each and a self-addressed envelope. Please file and record the originals and send the stamped copies to our office. Thank you in advance for your cooperation.

Very truly yours,

KLEIN AND FORTUNE, P.A.

By:

Ronald G. Klein, Esq.

enclosures

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 NOV 10 AM 10:34

Merger  
10-13-97  
cc

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

NATIONWIDE SERVICE ENTERPRISES CORP., #P96000028801, a Fl corp.

INTO

STATEWIDE DENTAL SERVICES GROUP, INC., a Florida corporation,  
P96000038960.

File date: November 10, 1997

Corporate Specialist: Susan Payne

**ARTICLES OF MERGER**  
of  
**STATEWIDE DENTAL SERVICES GROUP, INC., a Florida corporation**  
with  
**NATIONWIDE SERVICE ENTERPRISES CORP. a Florida corporation**

**ARTICLES OF MERGER** between Statewide Dental Services Group, Inc., a Florida corporation, ("Statewide") and Nationwide Service Enterprises Corp. a Florida corporation, ("Nationwide").

Pursuant to §607.1105 of the Florida Business Corporation Act, (the "Act"), Statewide and Nationwide hereby adopt the following Articles of Merger:

1. The Plan of Merger between Statewide and Nationwide was approved and adopted by the shareholders of Statewide on October 12, 1997 and was adopted by the shareholders of Nationwide on October 12, 1997.
2. The common stock in the surviving corporation shall be divided as follows: Luis Fernandez, the sole shareholder of the disappearing corporation, shall receive one hundred sixty (160) shares of the surviving corporation. Dinorah De Cardenas, the sole shareholder of the surviving corporation, shall receive forty (40) shares of the surviving corporation. The total amount of outstanding shares of the surviving corporation shall be two hundred (200).
3. Pursuant to the Plan of Merger, all issued and outstanding shares of Nationwide's stock will be acquired by means of a merger of Nationwide into Statewide with Statewide the surviving corporation ("Merger").
4. The Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth herein.
5. Pursuant to §607.1105 (1) (b) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hands this 12 day of October, 1997.

ATTEST:

D. De Cardenas  
Corporate Seal

Statewide Dental Services Group, Inc.  
By: D. De Cardenas  
President

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
97 NOV 10 AM 10:34

ATTEST:

  
Corporate Seal

Nationwide Service Enterprises Corp

By   
President

## **PLAN OF MERGER**

Merger between Statewide Dental Services Group, Inc. (the "Surviving Corporation") and Nationwide Service Enterprises Corp. (the "Disappearing Corporation"), collectively the ("Constituent Corporations"). This Merger is being effected pursuant to this Plan of Merger ("Plan") in accordance with 607.1101 et seq. of the Florida Business Corporation Act (the "Act").

### **1. Articles of Incorporation.**

The Articles of Incorporation of the Surviving Corporation, as previously amended and in effect immediately before the Effective Date of the Merger (the "Effective Date") shall, without any changes, be the Articles of Incorporation of the Surviving Corporation from and after the Effective Date until further amended as permitted by law.

### **2. Distribution to Shareholders of the Constituent Corporations.**

Upon the Effective Date, each share of the Disappearing Corporation's common stock that shall be issued and outstanding at that time shall without more be converted into and exchanged for that number of shares in the Surviving Corporation which result in the shareholder(s) of the Disappearing Corporation owning a total of eighty percent (80%) of the Surviving Corporation in accordance with this Plan. The number of shares shall be calculated no later than the Effective Date and shall be specified in the Articles of Merger. Each share of the Surviving Corporation's stock that is issued and outstanding on the Effective Date shall continue as outstanding shares of the Surviving Corporation's stock.

### **3. Satisfaction of Rights of the Disappearing Corporations Shareholders.**

All shares of the Surviving Corporation's stock into which shares of the Disappearing Corporation's stock shall have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

### **4. Fractional Shares.**

Fractional shares of the Surviving Corporation's stock will not be issued. Former holders of the Disappearing Corporation's stock who would be entitled to receive fractional shares of Surviving Corp.'s stock on the Effective Date shall receive the fair market value of the fractional share(s) in cash. The fair market value of the fractional share(s) shall be determined on the Effective Date. The fair market value shall be calculated by a qualified and neutral third party appraiser, who shall be appointed by mutual agreement of the parties, or by the Court.

### **5. Effect of Merger.**

On the Effective Date, the separate existence of the Disappearing Corporation shall cease, and the Surviving Corporation shall be fully vested in the Disappearing Corporation's rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and

duties, all as more particularly set forth in 607.1106 of the Act.

**6. Supplemental Action.**

If at any time after the Effective Date the Surviving Corporation shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of the Surviving Corporation or the Disappearing Corporation, as the case may be, whether past or remaining in office, shall execute and deliver, on the request of the Surviving Corporation, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in the Surviving Corporation, or to otherwise carry out the provisions of this Plan.

**7. Filing with the Florida Secretary of State and Effective Date.**

Upon the Closing, as provided in the Agreement of Merger of which this Plan is a part, the Disappearing Corporation and the Surviving Corporation shall cause their respective President (or Vice President) to execute Articles of Merger in the form attached to this Agreement and upon such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by the Surviving Corporation to the Florida Secretary of State. In accordance with 607.1105 of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles of Merger.

**8. Amendment and Waiver.**

Any of the terms or conditions of this Plan may be waived at any time by the one of the Constituent Corporations which is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of the Constituent Corporations by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with 607.1103 of the Act.

**9. Termination.**

At any time before the Effective Date, this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both Constituent Corporations, notwithstanding favorable action by the shareholders of the respective Constituent Corporations.

**UNANIMOUS CONSENT ACTION OF THE  
BOARD OF DIRECTORS OF  
STATEWIDE DENTAL SERVICES GROUP, INC.**

The undersigned, as all the members of the Board of Directors of Statewide Dental Services Group, Inc., a Florida corporation (the "Company") unanimously agree, adopt, consent to, and order the following corporate actions under §607.0821 of the Florida Business Corporation Act (the "Act"):

1. The undersigned waive all formal requirements, including the necessity of holding a formal or informal meeting and any requirement that notice of such meeting be given.
2. The undersigned adopt the following corporate actions:

**WHEREAS**, the Company desires to consummate a Merger with Nationwide Service Enterprises Corporation, a Florida corporation, ("Nationwide"), all in accordance with §607.1101 of the Act; and

**WHEREAS**, Nationwide desires to consummate the Merger with the Company; and

**WHEREAS**, Nationwide and the Company intend to enter into a Plan of Merger (the "Agreement"), to consummate the Merger and a draft of the Agreement is attached as Exhibit "A"; and

**WHEREAS**, the Company desires to consummate the Merger on the terms and conditions set forth in the Agreement, which terms are incorporated herein by this reference; and

**WHEREAS**, after the Plan of Merger has been adopted by this Board, the Board shall then submit the plan to the Company's shareholders for their approval, in accordance with §607.1103 of the Act; and

**WHEREAS**, after the merger has been approved, the Company intends to execute Articles of Merger and file them with the Florida Secretary of State in accordance with §607.1105 of this Act; and

**WHEREAS**, it is in the best interests of the Company to consummate these transactions.

**NOW, THEREFORE:**

**BE IT RESOLVED**, that the Merger, the Agreement, and all of the transactions contemplated thereby are adopted, approved, and consented to and Dinorah De Cardenas, the Company's President, is authorized and directed on behalf of the Company to negotiate, execute, and deliver the Agreements and any and all other instruments or agreements deemed necessary or appropriate by them to consummate the transactions contemplated by the Agreements, with such deletions, modifications, or other changes deemed necessary or appropriate by such officer(s), in

their sole discretion, on the advice of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Company, in their sole discretion, upon advice of counsel or otherwise, as they deem necessary and appropriate to consummate the transactions contemplated by the Agreements; and

**BE IT FURTHER RESOLVED**, that the President, or any of the Company's other officers, are authorized and directed to submit the Plan of merger to the shareholders for their approval; and

**BE IT FURTHER RESOLVED**, that the Secretary or any Assistant Secretary of the Company is authorized to furnish copies of the foregoing resolutions to Nationwide, and is authorized to certify that such resolutions are in full force and effect and have not been rescinded or modified.

**IN WITNESS WHEREOF**, the undersigned, as all of the members of the Board of Directors of Statewide Dental Services Group, Inc., execute the foregoing corporate action for the purpose of giving their consent to its as of the 1st day of October, 1997.

*D-de Cardenas*  
Dinorah De Cardenas, President



**UNANIMOUS CONSENT ACTION OF THE  
BOARD OF DIRECTORS OF  
NATIONWIDE SERVICE ENTERPRISES CORP.**

The undersigned, as all the members of the Board of Directors of Nationwide Service Enterprises Corp., a Florida corporation (the "Company") unanimously agree, adopt, consent to, and order the following corporate actions under §607.0821 of the Florida Business Corporation Act (the "Act"):

1. The undersigned waive all formal requirements, including the necessity of holding a formal or informal meeting and any requirement that notice of such meeting be given.
2. The undersigned adopt the following corporate actions:

**WHEREAS**, the Company desires to consummate a Merger with Statewide Dental Services Group, Inc., a Florida corporation, ("Statewide"), all in accordance with §607.1101 of the Act; and

**WHEREAS**, Statewide desires to consummate the Merger with the Company; and

**WHEREAS**, Statewide and the Company intend to enter into a Plan of Merger (the "Agreement"), to consummate the Merger and a draft of the Agreement is attached as Exhibit "A"; and

**WHEREAS**, the Company desires to consummate the Merger on the terms and conditions set forth in the Agreement, which terms are incorporated herein by this reference; and

**WHEREAS**, after the Plan of Merger has been adopted by this Board, the Board shall then submit the plan to the Company's shareholders for their approval, in accordance with §607.1103 of the Act; and

**WHEREAS**, after the merger has been approved, the Company intends to execute Articles of Merger and file them with the Florida Secretary of State in accordance with §607.1105 of this Act; and

**WHEREAS**, it is in the best interests of the Company to consummate these transactions.

**NOW, THEREFORE:**

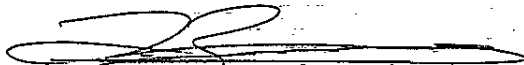
**BE IT RESOLVED**, that the Merger, the Agreement, and all of the transactions contemplated thereby are adopted, approved, and consented to and Luis Fernandez, the Company's President, is authorized and directed on behalf of the Company to negotiate, execute, and deliver the Agreements and any and all other instruments or agreements deemed necessary or appropriate by them to consummate the transactions contemplated by the Agreements, with such deletions, modifications, or other changes deemed necessary or appropriate by such officer(s), in

their sole discretion, on the advice of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Company, in their sole discretion, upon advice of counsel or otherwise, as they deem necessary and appropriate to consummate the transactions contemplated by the Agreements; and

**BE IT FURTHER RESOLVED**, that the President, or any of the Company's other officers, are authorized and directed to submit the Plan of merger to the shareholders for their approval; and

**BE IT FURTHER RESOLVED**, that the Secretary or any Assistant Secretary of the Company is authorized to furnish copies of the foregoing resolutions to Statewide, and is authorized to certify that such resolutions are in full force and effect and have not been rescinded or modified.

**IN WITNESS WHEREOF**, the undersigned, as all of the members of the Board of Directors of Nationwide Service Enterprises Corp. execute the foregoing corporate action for the purpose of giving their consent to its as of the 1<sup>st</sup> day of October, 1997.

A handwritten signature in dark ink, appearing to read 'Luis Fernandez', is written over a horizontal line.

Luis Fernandez, President