

P99000043473



ACCOUNT NO. : 072100000032

REFERENCE : 323700 4302451

AUTHORIZATION :

COST LIMIT :

Patricia Pijoto

ORDER DATE : July 29, 1999

ORDER TIME : 2:44 PM

ORDER NO. : 323700-005

CUSTOMER NO: 4302451

CUSTOMER: Mr. John Nagel
Weil Gotshal & Manges LLP
767 Fifth Avenue
Room 3149
New York, NY 101530119

FILED
99 JUL 30 PM 5:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

SIGNATURE DENTAL PLAN OF
FLORIDA, INC.

INTO

SIGNATURE DENTAL PLAN OF
FLORIDA MERGER, INC.

300002946629--0

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

Merger + N.C.

C. COULLIETTE AUG 02 1999

CONTACT PERSON: Christine Lillich

EXAMINER'S INITIALS: _____

RECEIVED
99 JUL 30 PM 3:09
OFFICE OF THE SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

SIGNATURE DENTAL PLAN OF FLORIDA, INC., a Florida corporation,
P92000013216

INTO

SIGNATURE DENTAL PLAN OF FLORIDA MERGER, INC. which changed its
name to

SIGNATURE DENTAL PLAN OF FLORIDA, INC., a Florida corporation,
P99000043473

File date: July 30, 1999

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Account charged: 78.75

ARTICLES OF MERGER

OF

SIGNATURE DENTAL PLAN OF FLORIDA, INC.

AND

SIGNATURE DENTAL PLAN OF FLORIDA MERGER, INC.

FILED
99 JUL 30 PM 5:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic corporations herein named do hereby adopt the following articles of merger.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging Signature Dental Plan of Florida, Inc. with and into Signature Dental Plan of Florida Merger, Inc. as approved and adopted by written consent of the shareholders of Signature Dental Plan of Florida, Inc. entitled to vote thereon given on July 22, 1999, in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act, and as approved and adopted by written consent of the shareholders of Signature Dental Plan of Florida Merger, Inc. entitled to vote thereon given on July 22, 1999 in accordance with the provisions of Section 607.0704 the Florida Business Corporation Act.

2. Signature Dental Plan of Florida Merger, Inc. will continue its existence as the surviving corporation under the name Signature Dental Plan of Florida, Inc. pursuant to the provisions of the Florida Business Corporation Act.

Executed on July 27 , 1999

SIGNATURE DENTAL PLAN OF
FLORIDA, INC.

By: 

Name: John B. Euwema

Title: Senior Vice President, Secretary
And General Counsel

SIGNATURE DENTAL PLAN OF
FLORIDA MERGER, INC.

By: 

Name: John B. Euwema

Title: Senior Vice President, Secretary
And General Counsel

NY2:782781\01\GR2X01\DOC47660.1449

Exhibit A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger dated as of July 30, 1999 (the "Agreement") by and between SIGNATURE DENTAL PLAN OF FLORIDA, INC., a Florida corporation ("SDPF"), and SIGNATURE DENTAL PLAN OF FLORIDA MERGER, INC., a Florida corporation ("MERGER CO").

WITNESSETH:

WHEREAS, SDPF is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on December 21, 1992; and

WHEREAS, MERGER CO is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on May 12, 1999; and

WHEREAS, SDPF has authorized capital consisting of 100,000 shares of common stock of par value of \$10.00 each, 10 which are duly issued and outstanding and are owned by Signature Financial/Marketing, Inc.; and

WHEREAS, MERGER CO has authorized capital consisting of 1,000 shares of common stock of par value of \$.01 each, 1,000 of which are duly issued and outstanding and are owned by Signature Financial/Marketing Merger, Inc.; and

WHEREAS, General Electric Capital Corporation, the indirect parent of SDPF ("GE Capital"), has entered into an Acquisition Agreement with Montgomery Ward & Co., Incorporated, the indirect parent of SDPF ("Montgomery Ward"), pursuant to which GE Capital or its assignee(s) will acquire various subsidiaries of Montgomery Ward, including SDPF;

WHEREAS, the consideration for the acquisition consists of cash and other property;

WHEREAS, the boards of directors of each of SDPF and MERGER CO (hereinafter collectively referred to as the "Constituent Corporations"), at meetings duly called and held or by unanimous written consent, have by resolution declared it advisable that the acquisition of MERGER CO be effectuated by merging SDPF with and into MERGER CO, with MERGER CO surviving; and

WHEREAS, the merger is intended to be treated as an acquisition of the underlying assets of SDPF by MERGER CO for federal income tax purposes, immediately followed by the liquidation of SDPF.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, provisions, covenants, and grants herein contained, the parties hereby agree as follows:

ARTICLE I

The name of the corporation to survive the merger (hereinafter called the "Surviving Corporation") is Signature Dental Plan of Florida, Inc.

ARTICLE II

The identity, existence, purposes, powers, franchises, licenses, rights and immunities of MERGER CO shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, functions, licenses, rights and immunities of SDPF shall be merged into MERGER CO and MERGER CO shall be fully vested therewith. The separate existence and organization of SDPF shall cease as soon as this Agreement shall become effective, and thereupon MERGER CO and SDPF shall become a single corporation, to wit: MERGER CO, which shall survive such merger and shall continue to exist under and be governed by the laws of the State of Florida. Said Surviving Corporation shall have all of the rights, privileges, immunities and powers and shall be subject to all of the duties and liabilities granted and imposed by Florida law.

ARTICLE III

The Articles of Incorporation of MERGER CO shall be amended and restated in their entirety to read in their entirety as set forth on Exhibit 1 hereto, and as so, amended and restated, such Articles of Incorporation shall continue to be the Articles of Incorporation of the Surviving Corporation, until the same shall be further amended and changed as provided by law. The By-Laws of SDPF shall be the By-Laws of the Surviving Corporation.

ARTICLE IV

The members of the board of directors and the officers of MERGER CO immediately prior to the Effective Time (as defined below) shall be the members of the board of directors and officers, respectively, of the Surviving Corporation, and they shall continue to hold office until their respective successors shall have been elected and shall qualify pursuant to the By-Laws of the Surviving Corporation.

ARTICLE V

At the Effective Time, (i) each share of common stock of SDPF issued and outstanding immediately prior to the Effective Time shall be automatically cancelled by virtue of the merger and (ii) each share of common stock of MERGER CO issued and outstanding immediately prior to the Effective Time shall be automatically converted into 0.01 shares of common stock, par value \$10.00 per share, of the Surviving Corporation.

ARTICLE VI

This Agreement has been submitted to the respective shareholders of the Constituent Corporations in accordance with the applicable laws of the State of Florida and has been adopted by the votes of shareholders of MERGER CO representing 100% of the total number of shares of its capital stock and by the votes of shareholders of SDPF representing

100% of the total number of shares of its capital stock. Such facts shall be duly certified by the respective Secretaries or Assistant Secretaries of the Constituent Corporations, and this agreement and/or an appropriate certificate or articles of merger shall be filed and recorded in accordance with the applicable provisions of the laws of the State of Florida. This Agreement shall take effect and be deemed and taken to be the agreement and act of merger of the Constituent Corporations, and the merger shall be and become effective, upon the issuance of a Certificate of Merger by the Florida Secretary of State (the "Effective Time").

ARTICLE VII

Anything herein or elsewhere to the contrary and notwithstanding, this Agreement may be abandoned at any time prior to the filing and recording thereof by mutual consent of the Constituent Corporations pursuant to authority of said Constituent Corporations' boards of directors.

ARTICLE VIII

At the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities, powers and franchises of a public as well as of a private nature of each of the Constituent Corporations. All property, real, personal and mixed, all debts due on whatever account, all choses in action, and all and every other interest of, or belonging to or due to, each of the Constituent Corporations shall be deemed to be transferred to and vested in such Surviving Corporation.

ARTICLE IX

At the Effective Time, the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations. Any claim existing or action or proceeding, pending by or against either of the Constituent Corporations may be prosecuted to judgement as if the merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger, but such liens shall be limited to the property upon which they were liens immediately prior to the time of such merger.

ARTICLE X

If at any time the Surviving Corporation shall deem or be advised that any further assignment or assurances in law or things are necessary or desirable to vest or to perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property of SDPF acquired or to be acquired by reason of or as a result of the merger provided by this Agreement, SDPF and its proper officers and directors shall and will execute and deliver any and all such proper deeds, assignments and assurances in law and do all things necessary or proper so to vest, perfect or confirm title to such property in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

ARTICLE XII

For the convenience of the parties and to facilitate the filing or recording of this Agreement, any number of counterparts thereof may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement to be signed and their respective corporate seals to be hereunto affixed and attested as of the date first above written.

SIGNATURE DENTAL PLAN OF FLORIDA,
INC.

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

SIGNATURE DENTAL PLAN OF FLORIDA
MERGER, INC.

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____