

Dec. 29. 2008, 9:29 AM

CHERRY EDGAR & SMITH P.A.

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**S66000**

Florida Department of State

Division of Corporations

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**MERGER OR SHARE EXCHANGE**

**Michael G. Mauck, D.M.D., P.A.**

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*Merger*

*DC*

12/24/2008

*12/30/08*



December 24, 2008

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

MICHAEL G. MAUCK, D.M.D., P.A.  
1051 G. S. STATE RD. 7  
1  
WELLINGTON, FL 33414

SUBJECT: MICHAEL G. MAUCK, D.M.D., P.A.  
REF: S66000

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The articles of merger you submitted were prepared in compliance with section 607.1109, Florida Statutes. Articles of Merger between two or more domestic profit corporations are filed pursuant to section 607.1105, Florida Statutes.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6925.

Teresa Brown  
Regulatory Specialist II

FAX Aud. #: H08000279308  
Letter Number: 008A00061675

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**ARTICLES OF MERGER  
OF  
MAUCK REAL ESTATE HOLDINGS, INC.  
INTO  
MICHAEL G. MAUCK, D.M.D., P.A.**

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, MAUCK REAL ESTATE HOLDINGS, INC., a Florida corporation, and MICHAEL G. MAUCK, D.M.D., P.A., a Florida professional corporation, hereby adopt the following Articles of Merger for the purpose of merging MAUCK REAL ESTATE HOLDINGS, INC., into MICHAEL G. MAUCK, D.M.D., P.A.:

**Plan of Merger**

The Agreement and Plan of Merger (the "Plan") setting forth the terms and conditions of the merger of MAUCK REAL ESTATE HOLDINGS, INC., into MICHAEL G. MAUCK, D.M.D., P.A., shall be completed, as shall the merger of said corporation, upon the cancellation of the shareholder interests of MAUCK REAL ESTATE HOLDINGS, INC. pursuant to the Plan and shall be evidenced by the Certificate of Merger attached hereto as Exhibit "A".

**Adoption of Plan**

The Plan was approved by Michael G. Mauck, the President, sole director and sole shareholder of each of MAUCK REAL ESTATE HOLDINGS, INC., and MICHAEL G. MAUCK, D.M.D., P.A., and is hereby ratified by his signature in such capacities below.

**Effective Date**

The Plan shall be effective on the filing of these Articles with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned have caused these Articles to be signed as of December 29, 2008.

MAUCK REAL ESTATE HOLDINGS, INC.,  
a Florida corporation

By: 

Michael G. Mauck,  
President, Director & Shareholder

MICHAEL G. MAUCK, D.M.D., P.A.,  
a Florida corporation

By: 

Michael G. Mauck  
President, Director & Shareholder

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**CERTIFICATE OF MERGER  
OF  
MAUCK REAL ESTATE HOLDINGS, INC.  
INTO  
MICHAEL G. MAUCK, D.M.D., P.A.**

Pursuant to Section 607.1105, Florida Statutes, the undersigned corporations, MAUCK REAL ESTATE HOLDINGS, INC., a Florida corporation, and MICHAEL G. MAUCK, D.M.D., P.A., a Florida professional corporation, adopt the following for the purpose of merging MAUCK REAL ESTATE HOLDINGS, INC., into MICHAEL G. MAUCK, D.M.D., P.A.:

**Plan of Merger**

The entities merging pursuant to the Agreement and Plan of Merger (the "Plan") are MAUCK REAL ESTATE HOLDINGS, INC., a Florida corporation and MICHAEL G. MAUCK, D.M.D., P.A., a Florida professional corporation.

The terms and conditions of the Plan are that MICHAEL G. MAUCK, D.M.D., P.A., shall be the sole surviving entity and shall be the sole owner and holder of all of the assets and liabilities of MAUCK REAL ESTATE HOLDINGS, INC.

As Michael G. Mauck is the sole shareholder and director of MAUCK REAL ESTATE HOLDINGS, INC., and is also the sole shareholder and director of MICHAEL G. MAUCK, D.M.D., P.A., the interests in same as the sole surviving entity shall be deemed held by Michael G. Mauck as the sole shareholder and director of MICHAEL G. MAUCK, D.M.D., P.A..

**Approval of Plan**

The Plan was approved by MAUCK REAL ESTATE HOLDINGS, INC., and MICHAEL G. MAUCK, D.M.D., P.A., in accordance with Section 607.1101, Florida Statutes and is hereby ratified by their signatures below.

**Effective Date**

The Plan herein described shall be effective upon the filing of the Articles of Merger with the Florida Department of State.

IN WITNESS WHEREOF, each of the undersigned have caused this Certificate to be signed as of December 22, 2008.

MAUCK REAL ESTATE HOLDINGS, INC.,  
a Florida corporation

By: \_\_\_\_\_

Michael G. Mauck,  
President & Director

MICHAEL G. MAUCK, D.M.D., P.A.,  
a Florida corporation

By: \_\_\_\_\_

Michael G. Mauck  
President & Director

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**AGREEMENT AND PLAN  
OF MERGER  
OF  
MAUCK REAL ESTATE HOLDINGS, INC.  
INTO  
MICHAEL G. MAUCK, D.M.D., P.A.**

**THIS AGREEMENT AND PLAN OF MERGER** is dated as of the 22 day of December, 2008, by and among MAUCK REAL ESTATE HOLDINGS, INC., a Florida corporation ("Mauck RE"), and MICHAEL G. MAUCK, D.M.D., P.A. ("Mauck PA"). Mauck RE and Mauck PA are sometimes hereinafter referred to together as the "Companies".

**RECITALS**

**WHEREAS**, the shareholders and Directors of the Companies have each unanimously determined that Mauck RE shall be merged with and into MAUCK PA (the "Merger") on the terms and in accordance with the provisions contained in this Agreement and Plan of Merger (this "Agreement");

**NOW, THEREFORE**, in consideration of the premises and the respective covenants and agreements of the Companies contained herein, each hereby agrees as follows:

**1. Merger.**

(a) The term "Effective Date" as used herein is defined to mean the date that the Articles of Merger shall be filed with the Department of State of the State of Florida.

(b) On the Effective Date, (i) Mauck RE shall be merged with and into MAUCK PA on the terms and in accordance with the provisions contained in this Agreement, (ii) the separate corporate existence of Mauck RE shall cease, (iii) the corporate existence of the MAUCK PA shall continue under the laws of the State of Florida unaffected and unimpaired by the Merger, and (iv) Mauck PA shall be the surviving corporation of the Merger. The term "Surviving Corporation," as used herein, is defined to mean MAUCK PA from and after the Effective Date.

(c) On the Effective Date, all of the assets and properties of Mauck RE and MAUCK PA, whether real, personal, or mixed, tangible or intangible, and whether tangible or intangible, and all of the liabilities and obligations of Mauck RE and MAUCK PA, whether fixed or contingent, shall vest in MAUCK PA as the Surviving Corporation, without any further action of Mauck RE or MAUCK PA. From and after the Effective Date, the Surviving Corporation shall (i) possess all of the rights, privileges, immunities, assets and properties (whether real, personal, or mixed, and whether tangible or intangible) of both Mauck RE and MAUCK PA and (ii) be responsible and liable for all of the liabilities and obligations of both Mauck RE and MAUCK PA.

(d) Pursuant to applicable statutory provisions, the Merger has the approval of the shareholders of Mauck RE or the Mauck PA. The conditions of the applicable statutes of the State of Florida have been complied with and all of the outstanding shares of capital stock of the Merging Corporation are currently owned by a sole shareholder, Michael G. Mauck, and on the Effective Date of this merger will be owned by the Surviving Corporation, whose sole shareholder

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is Michael G. Mauck.

2. Cancellation of Shares.

(a) On the Effective Date, each share of Mauck RE's stock, including any shares held in treasury, shall be cancelled by reason of the Merger and without any action by the holders thereof.

(b) No exchange of certificates representing shares of Mauck RE's stock cancelled pursuant to paragraph 2(a) above shall be required; from and after the Effective Date and until certificates representing Mauck RE's stock are presented for cancellation, all such certificates shall be deemed for all purposes to be cancelled.

3. Filing of Articles of Merger. The appropriate officers of Mauck RE and MAUCK PA shall execute the Articles of Merger and Certificate of Merger and, as promptly as possible, shall deliver the Articles of Merger to the Department of State of the State of Florida (the "Florida Department") for filing in accordance with the provisions of applicable law.

4. Articles of Incorporation and By-Laws of Surviving Corporation.

(a) From and after the Effective Date, the Articles of Incorporation of MAUCK PA, as in effect on the Effective Date, shall remain in full force and effect as the Articles of Incorporation of the Surviving Corporation, unless and until they shall thereafter be amended in accordance with the provisions of applicable law.

(b) From and after the Effective Date, the By-Laws of MAUCK PA, as in effect on the Effective Date, shall remain in full force and effect as the By-Laws of the Surviving Corporation, unless and until they shall thereafter be amended in accordance with their provisions.

5. Management of Surviving Corporation. The persons who constitute the directors, officers, and registered agent, respectively, of MAUCK PA on the Effective Date shall constitute the directors, officers and registered agent, respectively, of the Surviving Corporation from and after the Effective Date, unless and until any of them shall thereafter die, resign their respective positions, or their respective successors shall be duly elected or appointed and qualified.

6. Amendment or Modification of Agreement. At any time prior to the filing of the Articles of Merger with the Florida Department, pursuant to the provisions of this Agreement and of applicable law, this Agreement may be amended or modified in any manner that may be authorized by the respective Boards of Directors of Mauck RE and MAUCK PA.

7. Good Standing. The Companies are organized, validly existing, and in good standing under the laws of the State of Florida, having all requisite corporate power and authority to own their assets and carry on their business as presently conducted.

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.

9. Entire Agreement. This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter

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hereof and supersedes all prior agreements, and discussions, between the parties hereto with respect to such subject matter.

10. Benefits; Binding Effect. This Agreement shall be for the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

11. Severability. The invalidity of any one of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement, all of which are inserted conditionally on their being valid in law; if any one of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, or subsection or subsections had not been inserted.

12. Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any of the provisions of this Agreement.

13. Assignment. This Agreement may not be assigned in whole or in part by any party hereto without the express written consent of all of the parties hereto.

14. Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which shall be deemed to be an original and the one and the same instrument.

**IN WITNESS WHEREOF,** Mauck RE and MAUCK PA have executed and delivered this Agreement as of the date first above written.

MAUCK REAL ESTATE HOLDINGS, INC.,  
a Florida corporation

By:   
Michael G. Mauck, Sole Shareholder,  
President & Director

MICHAEL G. MAUCK, D.M.D., P.A.,  
a Florida corporation

By:   
Michael G. Mauck, Sole Shareholder,  
President & Director