

V56126

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

EZELL DENTACORP, INC., a Florida corporation, document number V56126

INTO

MIAMI DENTAL CENTER, INC., a Tennessee corporation not qualified in  
Florida.

File date: September 15, 1997

Corporate Specialist: Karen Gibson

# DENTACORP, INC.

A Dental Practice Management Corporation

5016 Thoroughbred Lane  
Brentwood, Tennessee 37027

(615) 377-8715  
Toll Free (888) 336-8266  
Fax (615) 661-4839

V 56120

FILED  
97 SEP 15 AM 9:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

August 22, 1997

Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: Articles of Merger of Ezell Dentacorp, Inc into Miami Dental Center, Inc.  
Articles of Incorporation of Stephen E. Ezell, D.D.S., P.A.

FILED  
97 SEP 15 AM 9:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

To Whom It May Concern:

Enclosed for filing please find the following:

1. One original and one photocopy of Articles of Merger of Ezell Dentacorp, Inc into Miami Dental Center, Inc., along with a check in the amount of Seventy Dollars (\$70.00) to cover the filing fee.
2. One original and one photocopy of Articles of Incorporation for Stephen E. Ezell, D.D.S., P.A., along with a check in the amount of Seventy Dollars (\$70.00) to cover the filing fee.

Please affix your "filed" stamp to the enclosed extra copies of the above documents and return them to my attention in the enclosed self-addressed stamped envelop. Thank you for your assistance.

Sincerely

Katheryn Millwee  
General Counsel

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-08/25/97--01018--014  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

AMM  
9/17

# **DENTACORP, INC.**

A Dental Practice Management Corporation

5016 Thoroughbred Lane  
Brentwood, Tennessee 37027

(615) 377-8715  
Toll Free (888) 336-8266  
Fax (615) 661-4839

September 9, 1997

Florida Department of State  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314  
Attention: Ms. Karen Gibson

Dear Ms. Gibson:

Thank you for your letter dated September 3, 1997, a copy of which is enclosed. Enclosed please find one original and one copy of the Articles of Merger for Ezell Dentacorp, Inc. These documents have been amended as requested.

Please affix your "filed" stamp to the extra copy of the Articles of Amendment and return it to my attention in the enclosed self-addressed stamped envelope. Please call me at (615) 377-8715 if you have any questions or need additional information. Thank you for your assistance in this matter.

Sincerely,



Katheryn M. Millwee

Enclosure



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
Secretary of State

September 3, 1997

**KATHERYN MILLWEE, GENERAL COUNSEL**  
**DENTACORP., INC.**  
**5016 THOROUGHbred LANE**  
**BRENTWOOD, TN 37027**

**SUBJECT: EZELL DENTACORP, INC.**  
Ref. Number: V56126

We have received your document for EZELL DENTACORP, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

If shareholder approval was not required, a statement to that effect must be contained in the merger for each applicable corporation.

The merger or share exchange should be signed by the chairman or vice chairman of the board of directors, the president or any other officer for each corporation involved in the merger or share exchange.

The name of the person signing the document must be typed or printed beneath or opposite the signature.

The document must have original signatures.

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) 487-6880.

Karen Gibson  
Corporate Specialist

Letter Number: 497A00044040

**RECEIVED**  
**97 SEP 15 AM 9:35**  
**DIVISION OF CORPORATIONS**

**ARTICLES OF MERGER  
OF  
EZELL DENTACORP, INC.  
INTO  
MIAMI DENTAL CENTER, INC.**

FILED  
97 SEP 15 AM 9:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THE UNDERSIGNED CORPORATION HEREBY CERTIFIES THAT:

1. The name and state of incorporation of each of the constituent corporations are:

- (a) Miami Dental Center, Inc., a Tennessee corporation; and
- (b) Ezell Dentacorp, Inc., a Florida corporation.

2. An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged on July 30, 1997, by the shareholders of Ezell Dentacorp, Inc. and on July 25, 1997, by the Board of Directors of Miami Dental Center, Inc. in accordance with the provisions of Section 607.1103 of the Business Corporation Law of the State of Florida and Section 48-21-101 *et seq.* of the Tennessee Business Corporation Act.

3. The name of the surviving corporation is Miami Dental Center, Inc.

and sole  
shareholder

4. The certificate of incorporation of Miami Dental Center, Inc. shall be the certificate of incorporation of the surviving corporation.

5. The surviving corporation is a corporation of the State of Tennessee.

6. The executed Agreement and Plan of Merger is on file at the principal place of business of Miami Dental Center, Inc. at 5016 Thoroughbred Lane, Brentwood, Tennessee, 37027.

7. The Agreement and Plan of Merger, a copy of which is attached hereto, will be furnished by Miami Dental Center, Inc., on request and without cost, to any stockholder of Ezell Dentacorp, Inc. or Miami Dental Center, Inc.

8. The authorized capital stock of Miami Dental Center, Inc. is One Thousand (1,000) shares of common stock, no par value.

9. The authorized capital stock of Ezell Dentacorp, Inc. is Five Hundred (500) shares of common stock, One Dollar (\$1.00) par value per share.

10. The Agreement and Plan of Merger shall be effective on the date of filing these Articles of Merger at 11:59 p.m.

IN WITNESS WHEREOF, the undersigned corporation has caused the Articles of Merger to be executed on the 1<sup>st</sup> day of August, 1997.

Miami Dental Center, Inc.

By: Don Abercrombie

Donald Abercrombie, President

Ezell Dentacorp, Inc.

By: Stephen E. Ezell  
Title: President, Stephen E. Ezell

**AGREEMENT AND PLAN OF MERGER  
OF**

**Ezell Dentacorp, Inc.  
(a Florida corporation)**

**WITH AND INTO**

**Miami Dental Center, Inc.  
(a Tennessee corporation)**

**AGREEMENT AND PLAN OF MERGER** (the "Agreement and Plan of Merger"), dated as of July 31, 1997, by and between Ezell Dentacorp, Inc., a corporation organized and existing under the laws of the State of Florida ("EDI") and Miami Dental Center, Inc., a corporation organized and existing under the laws of the State of Tennessee ("MDC"), with reference to the following recitals:

**WITNESSETH:**

**WHEREAS**, EDI is a Corporation duly organized, validly existing and in good standing under the laws of the State of Florida. The entire authorized capital stock of EDI consists of Five Hundred (500) shares of common stock, par value One Dollar (\$1.00) per share (the "EDI Common Stock"), of which Five Hundred (500) shares are issued and outstanding.

**WHEREAS**, MDC is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee. The entire authorized capital stock of MDC consists of One Thousand (1,000) shares of common stock, no par value per share (the "MDC Common Stock"), of which One Thousand (1,000) shares are issued and outstanding; and

**WHEREAS**, the Board of Directors of each of EDI and MDC and the shareholder(s) of EDI have adopted resolutions approving this Agreement and Plan of Merger in accordance with the Business Corporation Act of the State of Tennessee (the "TBCA");

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, agree as follows:

1. **Parties to Merger.** EDI and MDC (such corporate parties to the merger being hereinafter sometimes collectively referred to as the "Constituent Corporations") shall effect a merger (the "Merger") in accordance with and subject to the terms and conditions of this Agreement and Plan of Merger.

2. **Merger; Service of Process.** At the Effective Time (as defined in Section 3 hereof), EDI shall be merged with and into MDC, which latter corporation shall be, and is hereinafter sometimes referred to as, the "Surviving Corporation". The Surviving Corporation shall continue to be governed by the laws of the State of Tennessee.

3. **Filing and Effective Time.** Articles of Merger to be filed with the Secretary of the State of Tennessee and such other documents and instruments as are required by, and complying in all respects with, the Tennessee Business Corporation Act shall be delivered to the appropriate state officials for filing. The Merger shall become effective immediately at 11:59 p.m. on the day of filing (the "Effective Time").

4. **Articles of Incorporation.** At the Effective Time, the Articles of Incorporation of MDC shall be and thereafter remain the Certificate of Incorporation of the Surviving Corporation, until amended in accordance with

applicable law, and the Surviving Corporation shall continue to be a corporation organized and governed by the laws of the State of Tennessee.

5. Bylaws. At the Effective Time, the Bylaws of MDC shall be and thereafter remain the Bylaws of the Surviving Corporation until altered, amended or repealed in the manner therein provided in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation and applicable law.

6. Directors and Officers. At the Effective Time, the directors and the officers of MDC shall be the directors and the officers of the Surviving Corporation; each such director and officer shall hold office until his resignation or removal, in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation and applicable law.

7. Effect of Merger. At the Effective Time, the Merger shall have the effect set forth in the TBCA..

8. Further Assurances. Each of the Constituent Corporations shall use their best efforts to take action and to do all things necessary in order to consummate and make effective the actions contemplated in this Agreement and Plan of Merger. If at any time the Surviving Corporation, or its successors or assigns, shall consider to be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of EDI acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the merger, or (b) otherwise carry out the purposes of this Agreement and Plan of Merger, EDI and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the proper officers and directors of the Surviving Corporation are fully authorized in the name of EDI or otherwise to take any and all such action.

9. Capital Stock. At the Effective Time:

(a) Each share of Common Stock of EDI (other than any dissenting shares), without any action on the part of the holder thereof, shall be converted into the right to receive (i) One Hundred Thirty Four and 666/1000 (134.666) shares of Dentacorp Preferred Stock (the "Conversion Ratio"). Dentacorp shall deliver the shares of Dentacorp Preferred Stock at, or as soon as practicable after, the Effective Time. For all purposes, each share of Dentacorp Preferred Stock is agreed to have a value of Three Dollars (\$3.00) per share.

(b) On and after the Effective Date, the holders of EDI Common Stock shall cease to have any rights as shareholders of EDI except for the right to surrender their stock in exchange for payment of the merger consideration.

(c) Each share of Common Stock of MDC issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding.

10. No Fractional Shares. No fractional shares of Dentacorp Common Stock shall be issued pursuant to the Merger. In lieu of the issuance of any such fractional shares of Dentacorp Common Stock, instead the number of Dentacorp shares to be issued will be rounded up to the nearest whole share.

11. Dissenting Shares. Notwithstanding anything herein to the contrary, shares of EDI Common Stock that are outstanding immediately prior to the Effective Date and that are held by shareholders, if any, who are entitled to assert a right to dissent from the merger and who demand and validly perfect their rights to receive the "fair value" of their shares with respect to the merger under Sections 607.1302 *et seq.* of the FBCA (the "Dissenting Shares") shall be entitled solely to the payment of the "fair value" of such shares in accordance with the provisions of the FBCA; except that (i) if such demand to receive "fair value" shall be withdrawn upon the consent of the Surviving Corporation,

(ii) if this Agreement and Plan of Merger shall be terminated, or the merger shall not be consummated, (iii) if no demand or petition for the determination of "fair value" by a court shall have been made or filed within the time provided in the provisions of the FBCA or (iv) if a court of competent jurisdiction shall determine that such holder of Dissenting Shares is not entitled to the relief provided by the provisions of the FBCA, then the right of such holder of Dissenting Shares to be paid the "fair value" of his shares of EDI Common Stock shall cease and, with respect to clauses (i), (ii) and (iv) above, such Dissenting Shares shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Effective Date, the right to receive the merger consideration with respect thereto, without any interest thereon, and with respect to clause (ii) above, the status of such shareholder shall be restored retroactively without prejudice to any corporate proceeding which may have been taken during the interim.

12. Amendment or Termination. Notwithstanding shareholder approval of this Agreement and Plan of Merger, this Agreement and Plan of Merger may be amended or terminated at any time on or before the Effective Date by agreement of the Boards of Directors of the Constituent Corporations, provided that no amendment may be made which decreases the Conversion Ratio.

13. Counterparts. This Agreement and Plan of Merger may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement. The parties agree that a facsimile may be executed as an original.

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and Ezell, have duly executed this Agreement and Plan of Merger as of the day and year first written above.

Ezell Dentacorp, Inc.

By: Stephen E. Ezell  
Title: President, Ezell Dentacorp, Inc.

ATTEST:

By: Kathryn Millner

Miami Dental Center, Inc.

By: Don Abercrombie  
Title: President, Miami Dental Center, Inc.

ATTEST:

By: Kathryn Millner

Dentacorp, Inc.

By: Don Abercrombie  
Title: President, Dentacorp, Inc.

ATTEST:

By: Kathryn Millner