

Menger
SEP 16 2017



COGENCYGLOBAL

115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
866.625.0838
COGENCYGLOBAL.COM

Date: **September 7, 2017**

Account#: 120000000088

Name: **Marisa Kugelman**

Reference #: **M092818**

Entity Name: **BIOTRONIC SOUTHEAST, LLC**

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☐ Other

Authorized Amount: **\$50,000**

Signature: *Marisa Kugelman*

• CORPORATE HQ
COGENCY GLOBAL INC.
13 E 40TH ST., 12TH FL
NY, NY 10016
800.771.0102
+1.212.947.7200

• EUROPEAN HQ
COGENCY GLOBAL (UK) LIMITED
REGISTERED IN ENGLAND & WALES
INCORPORATED IN THE UK
OBELISK MARKS, 11TH FL
LONDON EC3A 7BA
+44 (0)20.3786.1090

• ASIA PACIFIC HQ
COGENCY GLOBAL (HK) LIMITED
A HONG KONG LIMITED COMPANY
INFINITY PLAZA, 12TH FL
198 DES VOEUX RD CENTRAL
HONG KONG
+852.3975.1803



COGENCYGLOBAL

115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
866.625.0838
COGENCYGLOBAL.COM



COGENCYGLOBAL

115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
866.625.0838
COGENCYGLOBAL.COM

Date: **September 7, 2017**

Account#: I200000000088

Name: **Marisa Kugelman**

Reference #: **M092818**

Entity Name: **BIOTRONIC SOUTHEAST, LLC**

- ☐ Articles of Incorporation/Authorization to Transact Business
- ☐ Amendment
- ☐ Change of Agent
- ☐ Reinstatement
- ☐ Conversion
- ☒ Merger
- ☐ Dissolution/Withdrawal
- ☐ Fictitious Name
- ☐ Other _____

Authorized Amount: _____

Signature: _____

• CORPORATE HQ
COGENCY GLOBAL INC.
10 E 40TH ST., 10TH FL
NY, NY 10016
800.271.0102
+1.212.947.7200

• EUROPEAN HQ
COGENCY GLOBAL (UK) LIMITED
REG. OFFICE: 11, NEWLANDS WAY, 5TH FL
LONDON, W8 5NY, UK
GREVES MARKS, UK
LONDON EC3A 7BA
+44 (0)20.3786.1090

• ASIA PACIFIC HQ
COGENCY GLOBAL (HK) LIMITED
A HONG KONG LIMITED COMPANY
FINANCIAL PLAZA, 12TH FL
199 DES VOEUX RD CENTRAL
HONG KONG
+852.3975.1803



COGENCYGLOBAL

115 N CALHOUN ST., STE. 4
TALLAHASSEE, FL 32301
866.625.0838
COGENCYGLOBAL.COM

ARTICLES OF MERGER
OF
BIOTRONIC SOUTHEAST, LLC
(a Florida limited liability company)

with and into
NUVASIVE CLINICAL SERVICES MONITORING, INC.
(a Delaware corporation)

FILED
17 SEP -7 AM 8:35
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Title 8, Section 264 of the Delaware General Corporation Law (the "**DGCL**") and Section 605.1025 of the Florida Revised Limited Liability Company Act ("**FLLCA**"), the undersigned entity executed the following Articles of Merger.

1. **Merging Parties.** The name of each constituent entity is NuVasive Clinical Services Monitoring, Inc., a Delaware corporation, and Biotronic Southeast, LLC, a Florida limited liability company (the "**Company**").

2. **Surviving Corporation.** The name of the Surviving Corporation is NuVasive Clinical Services Monitoring, Inc., a Delaware corporation.

3. **Effective Time.** The merger is to become effective on September 1, 2017 ("**Effective Time**").

4. **Certificate of Incorporation.** The Certificate of Incorporation of the Surviving Corporation, as in effect immediately prior to the merger, shall be the Certificate of Incorporation of the Surviving Corporation.

5. **Adoption and Approval of Plan of Merger**

(a) The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities, as follows:

(i) The Agreement of Merger has been approved by the board of directors of the Surviving Corporation by written consent, pursuant to Section 141 of the DGCL, in accordance with Section 251 of the DGCL.

(ii) The Agreement of Merger has been approved by the Company in accordance with Sections 605.1021 through 605.1026 of the FLLCA and by each member of the Company who as a result of the merger will have interest holder liability, if any, under Section 605.1023(1)(b) of the FLLCA.

6. **Conversion of Ownership Interests.** At the Effective Time, by virtue of the merger and without any action on the part of the Surviving Corporation or the Company or the holders of ownership interests of the Company:

(a) all membership interests of the Company, issued and outstanding, which are owned by the Surviving Corporation or the Company, will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of capital stock of the Surviving Corporation issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the merger.

7. Availability of Plan of Merger.

(a) The Agreement of Merger is on file at 10275 Little Patuxent Parkway, #300, Columbia, MD 21044, the place of business of the Surviving Corporation.

(b) A copy of the Agreement of Merger will be furnished by the Surviving Corporation on request, without cost, to any stockholder or equityholder, as applicable, of the constituent entities.


8. Payment to Dissenting Members. The Company agrees to pay any members with appraisal rights the amount, to which members are entitled under Sections 605.1006 and 605.1061 through 605.1072.

9. Submission to Service of Process.


(a) The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of any constituent entity of Florida, as well as the enforcement of any obligation of the Surviving Corporation arising from this merger, and irrevocably appoints Cogency Global Inc., as its agent (the "**Registered Agent**") to accept services of process in any such suit or proceeding. The location of the registered office of the Registered Agent is 115 North Calhoun Street, Suite 4, Tallahassee, FL 32301. The Registered Agent shall mail a copy of any such process to the Surviving Corporation at 10275 Little Patuxent Parkway, #300, Columbia, MD 21044, the place of business of the surviving corporation.

IN WITNESS WHEREOF, the surviving corporation has caused this certificate to be signed by an authorized officer, the 18 of Aug, 2017.

NuVasive Clinical Services
Monitoring, Inc.,
a Delaware corporation

By: 
Name: Nathaniel Sisitsky
Title: VP, Associate General Counsel
and Assistant Secretary

Biotronic Southeast, LLC, a Florida limited liability company



Name: Matt Link

Title: Manager

Name: Micah Young

Title: Manager

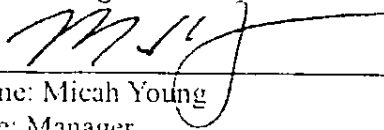
Name: Joan Stafslie

Title: Manager

Biotronic Southeast, LLC, a Florida limited liability company

Name: Matt Link

Title: Manager



Name: Micah Young

Title: Manager

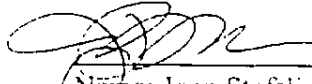
Name: Joan Stafslie

Title: Manager

Biotronic Southeast, LLC, a Florida limited liability company

Name: Matt Link
Title: Manager

Name: Micah Young
Title: Manager



Name: Joan Stafshien
Title: Manager

AGREEMENT AND PLAN OF MERGER
OF
BIOTRONIC SOUTHEAST, LLC
WITH AND INTO
NUVASIVE CLINICAL SERVICES MONITORING, INC.

AGREEMENT AND PLAN OF MERGER ("*Agreement*"), dated as of August 18, 2017, by and between NuVasive Clinical Services Monitoring, Inc., a Delaware corporation ("*Acquiror*"), and Biotronic Southeast, LLC, a Florida limited liability company (the "*Company*").

RECITALS

WHEREAS, the Board of Directors of the Acquiror and the Managers of the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such entity and its equityholders;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Delaware General Corporation Law ("*DGCL*") and the Florida Revised Limited Liability Act ("*FLLCA*"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "*Merger*");

WHEREAS, the designation and number of outstanding ownership interests of each of the Acquiror and the Company is, as of the date hereof, set forth on Exhibit A attached hereto, and neither the Acquiror nor the Company, respectively, anticipate that the number of such outstanding ownership interests will change before the Effective Time (as defined below) of the Merger;

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 264 of the DGCL and Sections 605.1021 to 605.1023 of the FLLCA, the Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate limited liability company existence of the Company shall cease, and the Acquiror shall continue as the surviving corporation (the "*Surviving Corporation*"). The effects and consequences of the Merger shall be as set forth in this Agreement, the DGCL and the FLLCA.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger and articles of merger, as applicable, (each, a "*Certificate of Merger*" and, collectively, the "*Certificates of Merger*") complying with Section 251 of the DGCL and Section 605.1025 of the FLLCA with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida, respectively, with respect to the Merger. The Merger shall become effective as of September 1, 2017 (the "*Effective Time*").

(b) The Merger shall have the effects set forth in the DGCL and the FLLCA, including without limitation, Section 259 of the DGCL and Section 605.1026 of the FLLCA. Without limiting the generality of the foregoing, from the Effective Time, all the properties, rights, privileges, immunities, powers and franchises of the Company, including the right to use any assumed name used by the Company prior to the Effective Time of the Merger, shall vest in the Acquiror, as the Surviving Corporation, and all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. Organizational Documents. The by-laws of the Acquiror in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the DGCL, and the certificate of incorporation of the Acquiror in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the DGCL.

4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the DGCL.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holders of ownership interests of the Company:

(a) all membership interests of the Company ("*Company Membership Interests*"), issued and outstanding immediately prior to the Effective Time, which are owned by the Acquiror or the Company, will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Membership Interest Certificates. The members of the Company shall surrender any certificate or certificates (the "*Certificates*") that immediately prior to the Effective Time evidenced outstanding Company Membership Interests to Acquiror for cancellation, and each Certificate surrendered shall forthwith be canceled.

7. Submission to Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of any constituent corporation of Florida, as well as the enforcement of any obligation of the Surviving Corporation arising from the Merger and irrevocably appoints Cogency Global Inc., as its agent (the "*Registered Agent*") to accept services of process in any such suit or proceeding. The location of the registered office of the Registered Agent is 115 North Calhoun Street, Suite 4, Tallahassee, FL 32301. The Registered Agent shall mail a copy of any such process to the Surviving Corporation at 10275 Little Patuxent Parkway, #300, Columbia, MD 21044, the place of business of the surviving corporation.

8. Entire Agreement. This Agreement together with the Certificates of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

11. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

12. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.


14. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SIGNATURE PAGE FOLLOWS

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

Biotronic Southeast, LLC,
a Florida limited liability company

By 
Name: Nathaniel Sisitsky
Title: VP, Associate General Counsel
and Assistant Secretary

NuVasive Clinical Services
Monitoring, Inc.,
a Delaware corporation

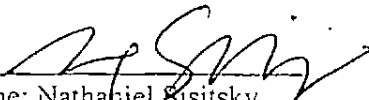
By 
Name: Nathaniel Sisitsky
Title: VP, Associate General Counsel
and Assistant Secretary

Exhibit A

	Capital Stock	Authorized	Outstanding	Voting
NuVasive Clinical Services Monitoring, Inc., a Delaware corporation	Common Stock, par value \$0.001 per share	1,000	1,000	Each share of common stock is entitled to vote.
Biotronic Southeast, LLC, a Florida limited liability company	Membership Interests	N/A	100% Membership Interests held by NuVasive Clinical Services Monitoring, Inc.	As set forth in operating agreement of the Company