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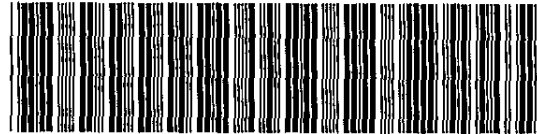
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TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF
ORTHO INNOVATIONS, L.L.C.
(AN OHIO LIMITED LIABILITY COMPANY)
AND ORTHO INNOVATIONS, L.L.C.
(A FLORIDA LIMITED LIABILITY COMPANY)**

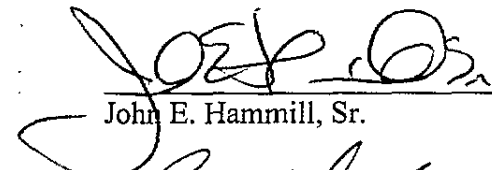
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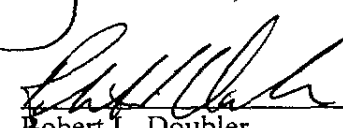
Pursuant to §608.4302 of the Florida Statutes, the undersigned limited liability companies submit the following Articles of Merger:

- FIRST: The Members of ORTHO INNOVATIONS, L.L.C., an Ohio limited liability company ("Ohio, LLC"), and the Members of ORTHO INNOVATIONS, L.L.C., a Florida limited liability company ("Florida, LLC"), have determined that it is in the best interest of the aforementioned limited liability companies for Ohio, LLC to merge into Florida, LLC with Florida, LLC surviving the merger. The purpose of the merger is to simplify business activities, create a centralized management business structure, promote future growth of the merging limited liability companies, increase the borrowing capacity of the merging limited liability companies, and to promote a more successful business structure.
- SECOND: The Members of Florida, LLC have approved the merger. The Members of Ohio, LLC have approved the merger.
- THIRD: The Members of Florida, LLC and the Members of Ohio, LLC have adopted the Plan of Merger on August 25, 2004.
- FOURTH: These Articles of Merger are effective the date of filing by the Secretary of State.

ORTHO INNOVATIONS, L.L.C., a Florida
limited liability company

MEMBERS:


John E. Hammill, Sr.


Robert L. Doubler

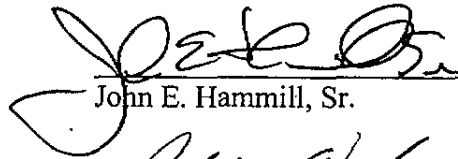
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FLORIDA

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ORTHO INNOVATIONS, L.L.C., an Ohio
limited liability company

MEMBERS:



John E. Hammill, Sr.



Robert L. Doubler

FILED
04 AUG 30 PM 4: 18
CLERK OF COURT
TALLAHASSEE, FLORIDA

PLAN OF MERGER

ORTHO INNOVATIONS, L.L.C.
(an Ohio Limited Liability Company)
INTO
ORTHO INNOVATIONS, L.L.C.
(a Florida Limited Liability Company)

This is a Plan of Merger executed this 25 day of August, 2004, between ORTHO INNOVATIONS, L.L.C., an Ohio limited liability company (hereinafter called "OHIO, LLC"), and ORTHO INNOVATIONS, L.L.C., a Florida limited liability company (hereinafter called "FLORIDA, LLC").

Recitals

WHEREAS, OHIO, LLC is a limited liability company duly organized and existing under the laws of the State of Ohio, having been formed on August 16, 2001, under that name, and FLORIDA, LLC is a limited liability company duly organized and existing under the laws of the State of Florida, having been formed on August 3, 2004, under that name; and

WHEREAS, JOHN E. HAMMILL, SR. and ROBERT L. DOUBLER are the sole Members of OHIO, LLC;

WHEREAS, JOHN E. HAMMILL, SR. and ROBERT L. DOUBLER are the sole Members of FLORIDA, LLC; and

WHEREAS, the Members of the OHIO, LLC deem it advisable for the general welfare and advantage of the OHIO, LLC and its respective Members that the OHIO, LLC merge into a single limited liability company pursuant to this Agreement, and the OHIO, LLC respectively desires to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties agree, in accordance with the applicable provisions of the laws of the State of Florida, that the OHIO, LLC shall be merged into a single limited liability company, to wit: FLORIDA, LLC, which shall continue its corporate existence and be the limited liability company surviving the merger (said limited liability company hereafter sometimes called the "Surviving LLC"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

1. *Merger.* OHIO, LLC is to be merged with FLORIDA, LLC upon the terms and conditions hereinafter set forth. FLORIDA, LLC is to be the resulting and continuing limited liability company and OHIO, LLC is to be terminated on Aug. 30, 2004 the effective date of the merger.

2. *Purposes of business.* After the merger, FLORIDA, LLC shall continue its general business of designing and inventing orthopedic devices and related products, under the trade name of "FLORIDA, LLC," which name is registered by the Florida Secretary of State and shall remain its property.

3. *Capital.* The capital of OHIO, LLC, after the merger, shall be owned as follows:

JOHN E. HAMMILL, SR.	50%
ROBERT L. DOUBLER	50%

4. *Profits and losses.* The net profits and losses of OHIO, LLC shall be allocated among the Members as set forth in the operating agreement of FLORIDA, LLC.

5. *Transfer of assets; assumption of liabilities.* On the effective date of the merger OHIO, LLC will transfer to FLORIDA, LLC all of its assets and FLORIDA, LLC will simultaneously assume all of the obligations and liabilities of OHIO, LLC.

6. *Management.* Each Member shall have a voice in the management of the limited liability company, and shall devote his full time to its business. In all matters relating to the business of the limited liability company, a decision of the Members owning more than 50 percent of the capital shall be controlling.

8. *Surviving operating agreement.* Except as superseded by the terms of this Agreement, all of the provisions of the operating agreement between JOHN E. HAMMILL, SR. and ROBERT L. DOUBLER, shall remain in full force and effect, including the provisions covering the retirement, death, and withdrawal of a Member and termination of a membership interest.

9. *Representations of OHIO, LLC.* OHIO, LLC warrants and represents:

(a) *Financial statements.* OHIO, LLC has delivered to FLORIDA, LLC tax returns or other financial information necessary to determine the arm's length fair market value of OHIO, LLC.

(b) *Absence of changes.* From and after the date of this Agreement and prior to the effective time of the Merger, there will be no material adverse changes in the assets or liabilities or in the condition, financial or otherwise of OHIO, LLC, except changes occurring in the ordinary course of business.

(c) *Title to property.* OHIO, LLC has good and marketable title to all of its property and assets and there are no mortgages, security interests, liens, charges, or other encumbrances of any

nature whatsoever on any of its property or assets. OHIO, LLC has delivered to FLORIDA, LLC a detailed schedule of its property and equipment which are in good operating condition and repair for the business now conducted by OHIO, LLC and the property and assets so transferred and their use now in OHIO, LLC's business conform with all applicable ordinances and regulations, and building, zoning and other laws.

(d) *Lawsuits.* OHIO, LLC is not a party to or threatened with any litigation, proceeding, or controversy before any court or administrative agency which might result in any adverse change in the business or assets of OHIO, LLC and OHIO, LLC is not in default with respect to any judgment, order, writ, injunction, decree, rule or regulation of any court or administrative agency.

(e) *Leases and agreements.* Except as set forth in the attached schedule, OHIO, LLC has no leases, agreements, or commitments extending beyond the effective date of this merger, nor is OHIO, LLC a party to any material contract not entered into in the ordinary course of business.

10. *Representations of FLORIDA, LLC.* FLORIDA, LLC warrants and represents:

(a) *Financial statements.* FLORIDA, LLC has delivered to OHIO, LLC tax returns or other financial information necessary to determine the arm's length fair market value of FLORIDA, LLC.

(b) *Absence of changes.* From and after the date of this Agreement and prior to the effective time of the Merger, there will be no material adverse changes in the assets or liabilities or in the condition, financial or otherwise of FLORIDA, LLC, except changes occurring in the ordinary course of business.

(c) *Title to property.* FLORIDA, LLC has good and marketable title to all of its property and assets and there are no mortgages, security interests, liens, charges, or other encumbrances of any nature whatsoever on any of its property or assets. FLORIDA, LLC has delivered to OHIO, LLC a detailed schedule of its property and equipment which are in good operating condition and repair for the business now conducted by FLORIDA, LLC and the property and assets so transferred and their use now in FLORIDA, LLC's business conform with all applicable ordinances and regulations, and building, zoning and other laws.

(d) *Lawsuits.* FLORIDA, LLC is not a party to or threatened with any litigation, proceeding, or controversy before any court or administrative agency which might result in any adverse change in the business or assets of FLORIDA, LLC and FLORIDA, LLC is not in default with respect to any judgment, order, writ, injunction, decree, rule or regulation of any court or administrative agency.

(e) *Leases and agreements.* Except as set forth in the attached schedule, FLORIDA, LLC has no leases, agreements, or commitments extending beyond the effective date of this merger, nor is FLORIDA, LLC a party to any material contract not entered into in the ordinary course of business.

11. *Interim operations.* Between the date of this Agreement and the effective date of the merger:

(a) OHIO, LLC will use its best efforts to obtain from the other party or parties to all contracts or rights to which OHIO, LLC is a party appropriate consents in writing to the succession of OHIO, LLC to the interest of FLORIDA, LLC in such contracts and rights.

(b) OHIO, LLC and FLORIDA, LLC will each carry on its business in substantially the same manner as heretofore and the assets, property, and rights now owned by each of them will be maintained, as far as practicable, in the usual and ordinary course of business to the same extent, under the same insurance coverage and in the same condition as on the date of this Agreement.

(c) Neither OHIO, LLC nor FLORIDA, LLC shall sell or dispose of any property or assets or engage in any activity or transaction except in the ordinary course of business, nor encumber any property or assets or increase the rate of remuneration of any employee.

(d) OHIO, LLC and FLORIDA, LLC each shall, at all reasonable times, permit access to its property, books, and records for the purpose of examination by the Members of the other limited liability company and their respective representatives and each will furnish the other, upon request, with any information reasonably required in respect of its property, assets, and business. All warranties made by either party shall survive any examination made by the other party.

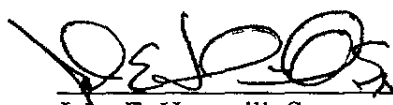
12. *Entire agreement.* This Agreement contains the entire understanding of the parties with respect to its subject matter and may not be amended, modified, altered, or varied except by an agreement in writing signed by all of the parties.

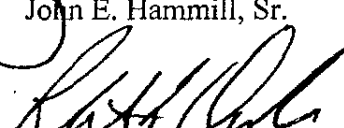
13. *Arbitration.* Any controversy or claim arising out of or related to this Agreement shall be submitted to arbitration, in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered without notice and enforced in any court having jurisdiction thereof.

In witness whereof the undersigned parties have signed this Agreement as of the date first written above.

ORTHO INNOVATIONS, L.L.C., a Florida
limited liability company

MEMBERS:

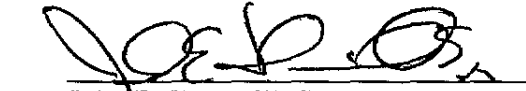
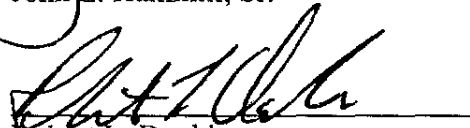


John E. Hammill, Sr.


Robert L. Doubler

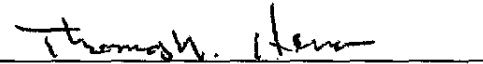
ORTHO INNOVATIONS, L.L.C., an Ohio
limited liability company

MEMBERS:


John E. Hammill, Sr.

Robert L. Doubler

STATE OF OHIO)
COUNTY OF)

Subscribed and sworn to before me by JOHN E. HAMMILL, SR. and ROBERT L. DOUBLER, who are personally known to me or who produced the identification indicated to the left of their signatures and who did ☒ or did not () take an oath, on 25, August, 2004.


Notary Public
Printed Name: THOMAS N. HERMAN
My Commission Expires: 6/14/05
My Commission Number: 49330

THOMAS N. HERMAN
Notary Public, State of Ohio
Commission Expires 6/14/05