

Division of Corporations

L06000029390

Page 1 of 1

Florida Department of State  
Division of Corporations  
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## MERGER OR SHARE EXCHANGE

Orthosensor, Inc.

Certificate of Status	0
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Electronic Filing Menu

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Help

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SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Orthosensor, Inc.	Delaware	Corporation
Orthosensor, LLC	Florida	Limited Liability
LDL-29390		Company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Orthosensor, Inc.	Delaware	Corporation

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

1209 Orange Street

Wilmington, Delaware 19801

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:



a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 2555 Davie Road  
Fort Lauderdale, Florida 33317

Mailing address:

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH: Signature(s) for Each Party:**

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Orthosensor, Inc.		Martin Roche <i>President</i>
Orthosensor, LLC		Martin Roche <i>Member</i>

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<b>Fee:</b> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<b>Carbide Copy (optional):</b>	\$30.00
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**PLAN OF MERGER**

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Orthosensor, Inc.	Delaware	Corporation
Orthosensor, LLC	Florida	Limited Liability Company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Orthosensor, Inc.	Delaware	Corporation

**THIRD:** The terms and conditions of the merger are as follows:

Each membership interest of Orthosensor, LLC shall be exchanged for and converted into .31949 shares of common stock of Orthosensor, Inc.

At the effective time of the merger all of the assets and property of Orthosensor, LLC shall vest in Orthosensor, Inc. without further act or deed and Orthosensor, Inc. shall be liable for all of the liabilities of Orthosensor, LLC. Orthosensor, LLC shall be merged into Orthosensor, Inc. and Orthosensor, Inc. will be surviving entity.

*(Attach additional sheet if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

One share of Orthosensor, Inc. will be issued for 3.12995 member-  
ship interests in Orthosensor, LLC. A total of 885,000 shares of  
common stock of Orthosensor, Inc. will be issued for the member-  
ship interests in Orthosensor, LLC. Each share of capital stock of  
Orthosensor, Inc. outstanding prior to the effective time of the merger  
shall by virtue of the merger and without any action on the part of the  
holder thereof, remain unchanged and continue to remain outstanding  
as a share of capital stock in Orthosensor, Inc.

*(Attach additional sheet if necessary)*

B. The manner and basis of converting ~~rights to acquire~~ the interests, shares, obligations or other securities of each merged party into ~~rights to acquire~~ the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

No outstanding rights to acquire the interests of Orthosensor, LLC.

*(Attach additional sheet if necessary)*

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

Any issued and outstanding limited liability company interests in  
Orthosensor, LLC held by a person who shall not have voted or  
consented in writing to adopt the agreement and plan of merger  
and who properly demands appraisal for such limited liability  
company interests in accordance with Section 608.4353 of the  
Florida Limited Liability Company Act ("Act") shall not be converted as  
described in the Third Section of the Plan of Merger but shall be  
converted into the right to consideration as determined by the Act.

*(Attach additional sheet if necessary)*

SIXTH: Other provisions, if any, relating to the merger are as follows:

The certificate of incorporation of Orthosensor, Inc. prior to the  
effective time of the merger shall be the certificate of incorporation  
of Orthosensor, Inc. The bylaws of Orthosensor, Inc. prior to the  
effective time of the merger shall be the bylaws of Orthosensor, Inc.

*(Attach additional sheet if necessary)*