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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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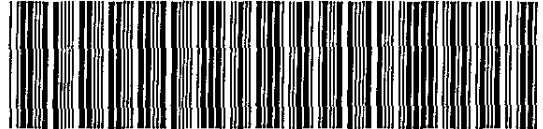
(Business Entity Name)

(Document Number)

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

April 3, 2006

GREGORY W BEE
TAFT, STETTINIUS & HOLLISTER LLP
425 WALNUT ST., STE 1800
CINCINNATI, OH 45202

SUBJECT: ORTHOPAEDIC & SPINE IMPLANT SERVICES, LLC
Ref. Number: M06000001500

Please accept our apology for failing to mention this in our previous letter.

There is a balance due of \$35.00.

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) 245-6984.

Deborah Bruce
Document Specialist

Letter Number: 706A00022265

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 14, 2006

GREGORY W BEE
TAFT, STETTINIUS & HOLLISTER LLP
425 WALNUT ST., STE 1800
CINCINNATI, OH 45202

SUBJECT: ORTHOPAEDIC & SPINE IMPLANT SERVICES, LLC
Ref. Number: M06000001500

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We have received your document for ORTHOPAEDIC & SPINE IMPLANT SERVICES, LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 608.407, Florida Statutes, requires the document(s) to be signed by a member or by the authorized representative of a member.

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) 245-6984.

Deborah Bruce
Document Specialist

Letter Number: 706A00017582

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Orthopaedic & Spine Implant Services, LLC
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Gregory W Bee

(Contact Person)

Taft, Stettinius & Hollister LLP

(Firm/Company)

425 Walnut St. Suite 1800

(Address)

Cincinnati, OH 45202

(City, State and Zip Code)

For further information concerning this matter, please call:

Gregory Bee

(Name of Contact Person)

at (513) 381-2838

(Area Code and Daytime Telephone Number)

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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State of Florida
Certificate of Merger of a Domestic Limited Liability Company
Into a Foreign Limited Liability Company

Pursuant to Title XXXVI, Section 608.4382 of the Florida Limited Liability Company Act.

First: The Agreement and Plan of Merger is attached hereto as Exhibit A.

Second: The Agreement and Plan of Merger has been approved and executed by each limited liability company that is a party to the merger in accordance with Chapter 608 of the Florida Limited Liability Company Act.

Third: The Agreement and Plan of Merger has been approved and executed by each foreign limited liability company under the laws of its state of organization.

Fourth: The name of the surviving Limited Liability Company is Orthopaedic & Spine Implant Services, LLC. The jurisdiction in which this Limited Liability Company was formed is the State of Delaware. This Limited Liability Company is registered as a foreign entity under the laws of the State of Florida.

Fifth: The name of the Limited Liability Company being merged into this surviving Limited Liability Company is Orthopedic Implant Services of Duval-Beaches County, LLC, a Florida limited liability company.

Sixth: The address of the principal office of the surviving entity is 4905 Belfort Road, Suite 110, Jacksonville, FL 32256

Seventh: The executed Agreement and Plan of Merger is on file at 4905 Belfort Road, Suite 110, Jacksonville, FL 32256, the principal place of business of the surviving Limited Liability Company. A copy of the agreement of merger will be furnished by the surviving Limited Liability Company on request, without cost, to any member of the Limited Liability Company or any person holding an interest in any other business entity which is to merge or consolidate.

Eighth: The surviving Limited Liability Company has agreed to pay to any member appraisal rights to which such members are entitled under Section 608.4351-608.43595 of the Florida Limited Liability Company Act to the extent that such rights are exerted.

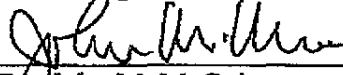
[signature page to follow]

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IN WITNESS WHEREOF, each Limited Liability Company has caused this certificate to be signed by an authorized person, as of the 1 day of March, 20006.

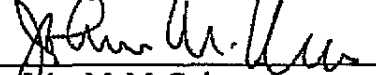
Orthopaedic & Spine Implant Services, LLC

By: Surgical Implant Services, LLC
Its: Manager


By: John M. McGuire
Title: V.P. & C.O.O.

**Orthopedic Implant Services of Duval-
Beaches County, LLC**

By: Surgical Implant Services, LLC
Its: Manager


By: John M. McGuire
Title: V.P. & C.O.O.

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AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

ORTHOPEDIC IMPLANT SERVICES OF DUVAL-BEACHES COUNTY, LLC
A Florida liability company,

AND

ORTHOPAEDIC & SPINE IMPLANT SERVICES, LLC
a Delaware limited liability company

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into effective as of January 1, 2006 by and between **Orthopedic Implant Services of Duval-Beaches County, LLC**, a Florida limited liability company ("Target"), and **Orthopaedic & Spine Implant Services, LLC**, a Delaware limited liability company ("Survivor") and, together with Target, collectively the "Constituent Entities").

WHEREAS, Target is a duly organized and authorized limited liability company organized and existing under the laws of the State of Florida, having been organized on July 2004;

WHEREAS, Survivor is a duly organized and authorized limited liability company organized and existing under the laws of the State of Delaware, having been organized on May 31, 2005;

WHEREAS, the parties hereto deem it desirable and in the best interests of the Constituent Entities to merge Target with and into Survivor, with Survivor being the surviving entity of such merger (the "Merger"), pursuant to the provisions of the Delaware Limited Liability Company Act (the "Delaware Act") and the Florida Limited Liability Company Act (the "Florida Act"); and

WHEREAS, the members of the parties hereto have adopted, authorized, consented to, and approved the Merger upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals, the premises, and the mutual promises, stipulations, and agreements herein and the parties hereto, this Agreement and the terms and conditions hereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth in this Agreement.

SECTION 1

TERMS OF THE MERGER

1.1 The Merger. On the Effective Date (as hereinafter defined), pursuant to the provisions of the Delaware Act and the Florida Act and subject to the conditions set forth in this Agreement, the Target shall be merged with and into Survivor. Following the Merger,

Survivor shall continue as the surviving entity of such merger on the Effective Date, continue to exist under its present name, "Orthopaedic & Spine Implant Services, LLC," continue to exist in its present form as a limited liability company governed under the Delaware Act, and have a principal place of business located in Jacksonville, Florida. On the Effective Date, the separate existence of Target shall cease to exist in accordance with the provisions of the Florida Act. The Merger shall have the effects set forth in the Delaware Act and the Florida Act, including, without limitation, Section 18-209(g) of the Delaware Act. The Survivor shall succeed to and assume all of the rights and liabilities of the Target.

1.2 Conversion of Membership Interests. As of the Effective Date, by virtue of the Merger and without any action on the part of the holder of any units of membership interest in the Target, each unit of membership interest in the Target issued and outstanding immediately prior to the Effective Date shall be converted into the number and class of duly authorized, validly issued, fully paid and non-assessable units of membership interest in the Survivor as set forth in Schedule 1. Prior to the Effective Date, there shall have been no units of membership interest in the Survivor issued, and the only units of membership interest in the Survivor issued as of the Effective Date shall be those set forth in Schedule 1.

1.3 Effect of the Merger. Upon the Effective Date, the separate existence of Target shall cease and all and singular rights, privileges, powers, immunities and franchises, public or private, of Target, and all property, real, personal, and mixed, and debts due to Target on whatever account, as well as for all other choses or things in action, and all or every other interest of or belonging to or due Target, shall be taken and deemed to be transferred to and vested in Survivor without further act or deed; and all property, rights, privileges, powers, and franchises and all and every other interest shall be thereafter as effectually the property of Survivor as they were the property of Target; provided, however that all rights of creditors and all liens on any property of Target be preserved and unimpaired, and all debts, liabilities, duties and obligations of Target shall thenceforth attach to Survivor and may be enforced against it to the same extent as if said rights, liens, debts, liabilities, duties or obligations had been incurred, contracted or assumed by Survivor; and any claim existing or action or proceeding pending or against Target may be prosecuted to judgment as if the Merger had not taken place, or Survivor may be substituted in place of Target. Target agrees that, as and when requested by Survivor, or by the successors or assigns of Survivor, it will execute and deliver or cause to be executed and delivered, all such deeds and other instruments; and will take or cause to be taken such further or other action as Survivor may deem necessary or desirable in order to vest in and confirm to Survivor title to and possession of all said property, rights, privileges, powers, immunities and franchises, and otherwise carry out the intent and purpose of this Agreement.

1.4 Further Assurances. The parties hereto agree, either prior to or after the Effective Date, to execute such further documents, instruments, deeds, bills of sale, assignments, and assurances and take such further actions to consummate the Merger, to vest the Survivor with full title to all assets, properties, privileges, rights, approvals, immunities, authorities, powers, and franchises of each of the Constituent Entities, and to effect the other purposes of this Agreement.

1.5 Certificate of Merger. Subject to and consistent with the terms and conditions provided herein, a Certificate of Merger prepared in accordance with this Agreement and in accordance with the provisions of the Delaware Act and the Florida Act shall be executed

and filed with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida, respectively.

1.6 Cancellation of Target Membership Interests. As of the Effective Date, all of the membership interests of the Target issued and outstanding on the Effective Date shall be cancelled and retired, and all rights in respect thereof shall cease. The membership interests of the Survivor issued and outstanding on the Effective Date shall continue to be fully paid and non-assessable membership interests of Survivor.

1.7 Management of the Survivor. The Manager of Survivor in office upon the Effective Date shall be the Manager of Survivor following the Merger, and such Manager shall manage the business and affairs of Survivor until the election and qualification of its respective successor or until its tenure is otherwise terminated in accordance with the certificate of formation of Survivor and the operating agreement of Survivor.

SECTION 2

ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

2.1 Certificate of Formation of Survivor. The certificate of formation of Survivor in full force and effect on the Effective Date shall continue to be the certificate of formation of Survivor after the Merger, and such certificate of formation shall continue in full force and effect until altered or amended in the manner prescribed by the provisions of the Delaware Act.

2.2 LLC Agreement of Survivor. Upon the Effective Date, the limited liability company agreement of Survivor shall be the limited liability company agreement of Survivor, and such limited liability company agreement shall continue in full force and effect until altered or amended as therein provided and in the manner prescribed by the provisions of the Delaware Act.

SECTION 3

STATUTORY AGENT

Survivor consents to be sued and served with process, notices, and demands in the State of Delaware and hereby continues to appoint The Corporation Trust Company as Survivor's agent for service of process in any action or proceeding in the State of Delaware.

SECTION 4

EFFECTIVE DATE

The effective date of this Agreement, and the date when the Merger shall become effective, shall be the date upon which a Certificate of Merger is filed with the Secretary of State of the State of Delaware (the "Effective Date").

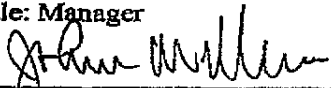
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed as of the date first written above.

TARGET

**ORTHOPEDIC IMPLANT SERVICES
Of DUVAL-BEACHES COUNTY, LLC**

By: Surgical Implant Services, LLC
Title: Manager



By: John M. McGuire
Its: V.P. & C.O.O.

SURVIVOR

**ORTHOPAEDIC & SPINE
IMPLANT SERVICES, LLC**

By: Surgical Implant Services, LLC
Title: Manager



By: John M. McGuire
Its: V.P. & C.O.O.

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SECTION 5

AUTHORIZATION

The members, managers, and officers, or their authorized representatives, of the parties hereto, as appropriate, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, certificates, and documents that shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement provided herein.

SECTION 6

MISCELLANEOUS

6.1 Amendments. At any time prior to the filing of the Certificate of Merger and the Articles of Merger, this Agreement may be amended by the parties hereto to the extent permitted by the Delaware Act.

6.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to any applicable conflicts of law.

6.3 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define, modify, or limit the provisions hereof.

6.4 Counterparts. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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SCHEDULE 1

Target Member	Units of Target	Units of Survivor
Surgical Implant Services, LLC	125	1 Class A Unit
OSIS of Duval-Beaches County, LLC	15	6 Class B Units

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