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CT CORPORATION

Division of Corporations

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FLORIDA PROFIT CORPORATION OR P.A.

Isola Implants, Inc.

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION
OF

ISOLA IMPLANTS, INC.

(In compliance with Chapter 607)

ARTICLE I

The name of the corporation shall be: Isola Implants, Inc.

ARTICLE II

The Corporation is to have perpetual existence.

ARTICLE III

The nature of the business and the objects and the purposes for which this Corporation is created are to engage in the transaction of all lawful business for which corporations may be incorporated pursuant to the Florida Business Corporation Act.

ARTICLE IV

In furtherance of the purposes set forth in Article III of these Articles of Incorporation, the Corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon corporations organized under and pursuant to the laws of the State of Florida, including, but not limited to, the power to enter into general partnerships, limited partnerships (whether the corporation be a limited or general partner), joint ventures, syndicated pools, associations and other arrangements for carrying on one or more of the purposes set forth in Article III of these Articles of Incorporation and in the Florida Business Corporation Act, jointly or in common with others. Furthermore, such purposes shall include, but shall not be limited to, the carrying on the business to research, design, develop, manufacture, exploit, license, acquire, hold, sell, exchange, or otherwise deal with or dispose of surgical/medical instruments and/or surgical/medical implants, and other surgical and/or medical items; and to otherwise conduct the business of importing, exporting, distributing, and merchandising any of the above products and/or designs and/or intellectual property rights at wholesale, retail, under license or otherwise. In addition, the Corporation may do everything necessary, suitable or proper for the accomplishment of any of the corporate purposes.

ARTICLE V

A. Authorized Shares: The aggregate number of shares which the Corporation shall have authority to issue is Two Hundred Thousand (200,000) shares of Common Stock with a par value of \$0.10 U.S. Dollars per share (hereinafter called the "Common Stock"). All shares when issued shall be non-assessable and fully paid. Each shareholder of record shall be entitled at all

stockholders' meetings to one (1) vote for each share of stock standing in his/her name on the books of the Corporation.

B. Restriction on Transfer of Shares: All shares issued by the Corporation shall be subject to the following restrictions contained in this Article V.B., and the certificates evidencing such shares shall be imprinted (by typing or any other reasonable method) with a legend adequately referring to or describing said restrictions. No person holding shares (a "Shareholder") of the stock of the Corporation (the "Shares") shall sell, assign, encumber, pledge, hypothecate, donate or otherwise transfer any part of his or her Shares (a "Transfer") except under the following conditions:

(i) Any Shareholder (a "Transferring Shareholder") desiring to Transfer his or her Shares must first obtain the written consent to such Transfer from all other Shareholders; provided, however, that the Transferring Shareholder may, without such written consent, Transfer such Shares to an Immediate Family Member of such Transferring Shareholder, or to a trust established solely for the benefit of one or more such Immediate Family Members of such Transferring Shareholder, by gift, sale, will, the laws of descent and distribution, or by any other means. An Immediate Family Member who receives Shares pursuant to the provisions of this Article V.B and who desires to Transfer such Shares must first obtain the written consent to such Transfer from all other Shareholders; provided, however, that the Immediate Family Member may, without such written consent, Transfer such Shares to another Immediate Family Member of the original Transferring Shareholder or to a trust established solely for the benefit of one or more such Immediate Family Members, by gift, sale, will, the laws of descent and distribution, or by any other means. For purposes of this Article V.B, "Immediate Family Member" shall mean the Transferring Shareholder's spouse, lineal ancestors or lineal descendants (including children and grandchildren by adoption).

(ii) Except for Transfers permitted by Article V.B(i) above, no Shares may be Transferred unless the Transferring Shareholder gives to all other Shareholders written notice of his or her intention to Transfer all, but not less than all, of his or her Shares (the "Subject Shares") pursuant to a bona fide offer received from a third party (the "Transferring Shareholder's Notice"), the date of which notice shall be deemed to be the date it is mailed by certified mail, return receipt requested. Any such bona fide offer must be exclusively for a cash purchase price. The Transferring Shareholder's Notice shall set forth the terms and conditions of such proposed Transfer (including a copy thereof, and the name and address of the person making the bona fide offer). The other Shareholders shall have the option of purchasing all, but not less than all, of the Subject Shares from the Transferring Shareholder, on a pro rata basis (in accordance with such other Shareholders' respective ownership of the Corporation), for the same price as set forth in the Transferring Shareholder's Notice (the "Purchase Price") by giving notice to that effect to the Transferring Shareholder within 90 days after the date of the Transferring Shareholder's Notice. If fewer than all of the other Shareholders elect to purchase such Subject Shares, then the remaining

Shareholder or Shareholders may elect (by giving notice to such effect to the Transferring Shareholder within 120 days after the date of the Transferring Shareholder's Notice) to purchase the Subject Shares in accordance with the respective pro rata ownership of the Corporation of the Shareholders who actually elect to purchase such Shares. If some or all of the other Shareholders do not elect to purchase all of the Subject Shares from the Transferring Shareholder, the Company shall have the option to purchase the Subject Shares from the Transferring Shareholder for the Purchase Price (by giving notice to such effect to the Transferring Shareholder within 150 days after the date of the Transferring Shareholder's Notice). If some or all of the other Shareholders or the Corporation purchase the Subject Shares pursuant to this provision, payment of the Purchase Price to the Transferring Shareholder pursuant to this Article V.B may be made by cashier's check or by delivery of a promissory note or notes in the amount of the Purchase Price, or, in the event of more than one purchaser, each purchaser's pro rata portion of the Purchase Price (the "Notes"). The Notes will provide for the payment of the Purchase Price in four equal installments on the first, second, third and fourth anniversaries thereof and will bear interest at an annual percentage rate equal to the Prime Rate announced from time to time by Commerce Bank, N.A. of Kansas City, Missouri, and will provide for the payment of all accrued interest on the first, second, third and fourth anniversaries thereof. If none of the other Shareholders or the Company exercise his, her or its option to purchase the subject Shares from the Transferring Shareholder pursuant to this Article V.B(ii), the Transferring Shareholder shall have the right at any time within 90 days after the lapse of all time periods set forth in this Article V.B(ii), to Transfer the Subject Shares on the terms set forth in the bona fide offer to the party identified in the Transferring Shareholder's Notice.

Notwithstanding the foregoing, no Shareholder shall Transfer all or any portion of his or her Shares to any person that would cause the Corporation to fail to qualify as an S corporation as defined in section 1361 of the Internal Revenue Code of 1986, as amended, or the provisions of future laws defining an S corporation for Federal income tax purposes. The provisions contained in this Article V.B shall bind and inure to the benefit of the Shareholders, their assigns, executors, administrators, trustees and legal guardians.

ARTICLE VI

The private property of the shareholders of the Corporation shall not be subject to the payment of corporate debts, liabilities or obligations to any extent whatsoever.

ARTICLE VII

The business and affairs of the Corporation shall be managed by a Board of Directors. The number of directors shall be as fixed by the Bylaws from time to time.

ARTICLE VIII

Cumulative voting in the election of directors is not allowed.

ARTICLE IX

No contract or other transaction between the Corporation and any other person, firm, partnership, corporation, trust, joint venture, syndicate or other entity shall be in any way affected or invalidated solely by reason of the fact that any director or officer of the Corporation is pecuniarily or otherwise interested in, or is a director, officer, shareholder, employee, fiduciary or member of such other entity or solely by reason of the fact that any director or officer is in any way interested, may be a party to or may be interested in a contract or other transaction of the Corporation.

ARTICLE X

In addition to the other powers now or hereafter conferred upon the Board of Directors by these Articles of Incorporation, the Bylaws of the Corporation, or by the laws of the State of Florida, the Board of Directors may from time to time distribute to the shareholders in partial liquidation, out of the stated capital or the capital surplus of the Corporation, a portion of the Corporation assets, in cash or in kind; subject, however, to the limitations contained in the Florida Business Corporation Act.

ARTICLE XI

The Corporation's mailing address is Route 625, The Anchorage, Ware Neck, Virginia 23178. The address of the Corporation's principal office is 1560 Broadway, Suite 1200, Denver, Colorado 80202.

ARTICLE XII

The Corporation's initial registered office is 1200 South Pine Island Road, Plantation, Florida 33324, and the name of the Corporation's initial registered agent at such address is CT Corporation System.

ARTICLE XIII

The directors shall have the power to make Bylaws and to amend or alter the Bylaws from time to time as they deem proper for the administration and regulation of the affairs of the Corporation.

ARTICLE XIV

The right is reserved from time to time to amend, alter or repeal any provisions of and to add to these Articles of Incorporation in any manner now or hereafter prescribed or permitted by the laws of the State of Florida, and the rights of all shareholders are subject to this reservation.

ARTICLE XV

The name and address of the incorporator of the Corporation is Kimberly A. Gengelbach, 2300 Main Street, Suite 1000, Kansas City, Missouri 64108.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, CT Corporation System hereby confirms that it is familiar with and accepts the appointment as registered agent and agrees to act in this capacity.

SIGNATURE OF REGISTERED AGENT:

CT CORPORATION SYSTEM

By: Cornie Bryan
Name: Cornie Bryan
Title: Assistant Secretary

7/27/04
Date

SIGNATURE OF INCORPORATOR:

Kimberly A. Gengelbach
Kimberly A. Gengelbach

July 27, 2004
Date

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