

P93000028937

Document Number Only

CT Corporation System  
660 East Jefferson Street  
Tallahassee, FL 32301  
Tel 850 222 1092  
Fax 850 222 7615  
Attn: Jeff Netherton

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-12/30/99--01079--007  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

CORPORATION(S) NAME EFFECTIVE DATE  
12-31-99

DePuy AcroMed, Inc.  
Merging: AcroMed, Inc.

- Profit
- Nonprofit
- Foreign
- Limited Partnership
- LLC
- Certified Copy
- Call When Ready
- Walk In
- Mail Out
- Amendment
- Dissolution/Withdrawal
- Reinstatement
- Annual Report
- Name Registration
- Fictitious Name
- Photocopies
- Call If Problem
- Will Wait
- Merger
- Mark
- Other
- Change of Name
- UCC
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- After 4:30
- Pick Up

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99 DEC 30 AM 1:19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Name \_\_\_\_\_  
Availability \_\_\_\_\_  
Document \_\_\_\_\_  
Examiner \_\_\_\_\_  
Updater \_\_\_\_\_  
Verifier \_\_\_\_\_  
Acknowledgement \_\_\_\_\_  
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12/30/99

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DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

T. LEWIS JAN 3 2000

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

ACROMED, INC., a Florida corporation, P93000028937.

INTO

**DEPUY ACROMED, INC.**, an Ohio corporation not qualified in Florida.

File date: December 30, 1999, effective December 31, 1999

Corporate Specialist: Thelma Lewis

ARTICLES OF MERGER  
OF  
ACROMED, INC.  
AND  
DEPUY ACROMED, INC.

FILED  
99 DEC 30 AM 1:19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

To the Department of State  
State of Florida

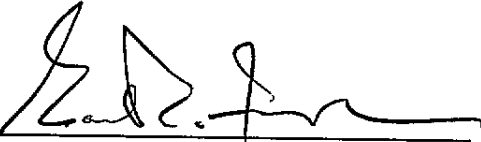
**EFFECTIVE DATE**  
12-31-99

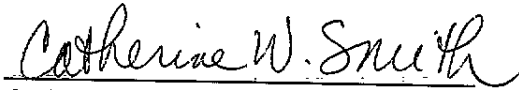
Pursuant to the provisions of the Florida Business Corporation Act, the domestic wholly-owned subsidiary business corporation and the foreign parent business corporation herein named do hereby adopt the following articles of merger.

1. AcroMed, Inc. has authority to issue One Hundred (100) shares of common stock, without par value, of which One Hundred (100) shares are issued and outstanding. All of the issued and outstanding shares are owned by DePuy AcroMed, Inc.
2. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging AcroMed, Inc. with and into DePuy AcroMed, Inc. as approved by the Board of Directors of AcroMed, Inc. on December 21, 1999, and as approved by the Board of Directors of DePuy AcroMed, Inc. on December 21, 1999.
3. The merger of AcroMed, Inc. with and into DePuy AcroMed, Inc. is permitted by the laws of the jurisdiction of organization of DePuy AcroMed, Inc. and has been authorized in compliance with said laws. The date of adoption of the Agreement and Plan of Merger by the Board of Directors of DePuy AcroMed, Inc. was December 21, 1999.
4. Shareholder approval was not required for the merger.
5. The effective time and date of the merger herein provided for in the State of Florida shall be 11:59 p.m. on December 31, 1999.
6. DePuy AcroMed, Inc. is the sole shareholder of AcroMed, Inc., and, therefore, the Plan of Merger was not mailed to shareholders.

DEPUY ACROMED, INC.

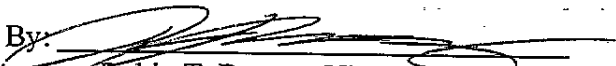
Attest:

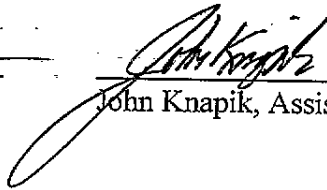
By:   
Earl R. Fender, President

  
Catherine W. Smith, Secretary

ACROMED, INC.

Attest:

By:   
Robin T. Barney, Vice President

  
John Knapik, Assistant Secretary

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** ("Agreement") is made as of this 21th day of December, 1999, by and between DEPUY ACROMED, INC., an Ohio corporation (the "Surviving Corporation"), and ACROMED, INC. (the "Merging Corporation" and, together with the Surviving Corporation, the "Constituent Corporations").

**RECITALS:**

**WHEREAS**, the Merging Corporation is a corporation duly organized and validly existing under the laws of the State of Florida; and

**WHEREAS**, the Surviving Corporation is a corporation duly organized and validly existing under the laws of the State of Ohio; and

**WHEREAS**, the Merging Corporation has authority to issue One Hundred (100) shares of common stock, without par value, of which a total of One Hundred (100) shares are issued and outstanding ("Merging Corporation Issued Shares"); and

**WHEREAS**, the Surviving Corporation has authority to issue One Thousand (1,000) shares of common stock, without par value, of which a total of 266.7647 shares are issued and outstanding ("Surviving Corporation Issued Shares"); and

**WHEREAS**, the Surviving Corporation owns one hundred percent (100%) of the Merging Corporation Issued Shares immediately prior to the consummation of the transactions contemplated by this Agreement; and

**WHEREAS**, the Boards of Directors of the respective Constituent Corporations have determined that it is in the best interests of the Constituent Corporations that the Merging Corporation be merged with and into the Surviving Corporation (the "Merger"), and have approved the Merger on the terms and conditions set forth in this Agreement in accordance with the applicable provisions of the laws of the State of Florida and the State of Ohio that permit the Merger;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual agreements, covenants and conditions set forth in this Agreement, and for the purpose of setting forth the terms, conditions and method of effecting the Merger, and intending to be legally bound, the Constituent Corporations hereby agree as follows:

**ARTICLE I**  
**The Merger and Its Effects**

**Section 1.01. The Merger.** The Merging Corporation and the Surviving Corporation shall be merged into a single corporation in accordance with the applicable provisions of the laws of the State of Florida and the State of Ohio, by the Merging Corporation merging with and into the Surviving Corporation, which shall survive the Merger and continue to be an Ohio corporation.

**Section 1.02. Effective Date.** Upon the execution of this Agreement, (i) a certificate of merger shall be executed by the Constituent Corporations and delivered to the Ohio Secretary of State for filing in accordance with the provisions of the Ohio Revised Code, as amended (the "Ohio Act"), and (ii) articles of merger shall be executed by the Constituent Corporations and delivered to the Florida Secretary of State for filing in accordance with the provisions of the Florida Business Corporation Act, as amended (the "Florida Act"). The effective time of the Merger shall be 11:59 p.m. (local time) on the later of: (x) December 31, 1999, (y) the date on which the articles of merger are filed with the Florida Secretary of State or (z) the date on which the certificate of merger is filed with the Ohio Secretary of State (the "Effective Time").

**Section 1.03. Effects of the Merger.** At the Effective Time:

(a) the separate existence of the Merging Corporation shall cease as provided by the laws of the State of Florida and the State of Ohio;

(b) the Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public and private rights, privileges, immunities, powers and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of each of the Constituent Corporations; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Corporations shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger;

(c) all rights of creditors and all liens (if any) upon the property of either of the Constituent Corporations shall be preserved unimpaired by the Merger; and all debts, liabilities, obligations and duties (collectively, "Obligations") of either of the Constituent Corporations shall become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it;

(d) all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of the Merging Corporation, its shareholders, Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Corporation, and shall be as effective and binding upon it on the Effective Time as they were upon the Merging Corporation before the Effective Time; and

(e) the Merger shall have all other effects provided by applicable Ohio and Florida law.

**Section 1.04. Tax Matters.** The Merger shall be treated as a statutory merger within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

## **ARTICLE II**

### **Articles of Incorporation and By-Laws**

**Section 2.01. Articles of Incorporation.** On and after the Effective Time, the Articles of Incorporation of the Surviving Corporation, in effect immediately prior to the Effective Time shall constitute the Articles of Incorporation of the Surviving Corporation (the "Surviving Articles"), subject always to the right of the Surviving Corporation to alter, amend or repeal the Surviving Articles in accordance with the Ohio Act.

**Section 2.02. Regulations.** On the Effective Time, the Regulations of the Surviving Corporation, in effect immediately prior to the Effective Time, shall constitute the Regulations of the Surviving Corporation (the "Surviving Regulations"), subject always to the right of the Surviving Corporation to alter, amend or repeal the Surviving Regulations in accordance with the laws of the State of Ohio, the Surviving Articles and the Surviving Regulations.

## **ARTICLE III**

### **Directors and Officers**

**Section 3.01. Directors and Officers.** The Board of Directors and officers of the Surviving Corporation in office on the Effective Time shall continue in office as the Board of Directors and officers of the Surviving Corporation, each to hold office until his or her successor shall have been elected and qualified or until his or her earlier resignation or removal.

**ARTICLE IV**  
**Effect of Merger**  
**on Capital Stock of**  
**Constituent Corporations**

**Section 4.01. Cancellation of Merging Corporation Issued Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of the Surviving Corporation or the Merging Corporation, all Merging Corporation Issued Shares shall automatically and by operation of law be canceled, and all certificates evidencing ownership of the Merging Corporation Issued Shares shall be surrendered and canceled and thereafter shall be void and of no effect.

**Section 4.02. Existence of Surviving Corporation Issued Shares.** All Surviving Corporation Issued Shares on the Effective Time shall be and remain outstanding shares of capital stock of the Surviving Corporation in accordance with their terms.

**ARTICLE V**  
**Further Assurances**

**Section 5.01. Additional Actions.** If at any time the Surviving Corporation shall consider or be advised that any further assignment, consent, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of the Merger or of this Agreement, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions; and the Board of Directors and the proper officers of the Surviving Corporation are hereby authorized, in the name and on behalf of the Merging Corporation or otherwise, to do any of the foregoing.

**ARTICLE VI**  
**Miscellaneous**

**Section 6.01. Expenses of Merger.** The Surviving Corporation shall pay all unpaid expenses of accomplishing the Merger and otherwise effecting the transactions contemplated by this Agreement.

**Section 6.02. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one and the same Agreement.

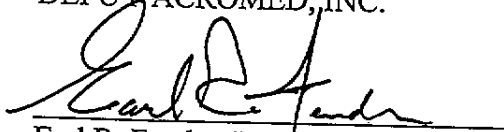


**Section 6.03. Captions.** The captions and headings in this Agreement have been included for convenience of reference only, are not an integral part of this Agreement and shall not be considered in the interpretation of any part of this Agreement.

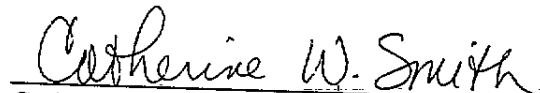
**IN WITNESS WHEREOF**, each of the Constituent Corporations has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

**The "Surviving Corporation"**

DEPUY ACROMED, INC.

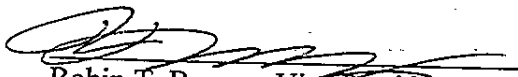
  
Earl R. Fender, President

ATTEST:


  
Catherine W. Smith, Secretary

**The "Merging Corporation"**

ACROMED, INC.

  
Robin T. Barney, Vice President

ATTEST:

  
John Knapik, Assistant Secretary