

Division of Corporations

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Florida Department of State
Division of Corporations
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To:
Division of Corporations
Fax Number : (850)617-6380

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From:
Account Name : CORPORATE CREATIONS INTERNATIONAL INC.
Account Number : 110432003053
Phone : (561)694-8107
Fax Number : (561)694-1639

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

MERGER OR SHARE EXCHANGE
IVAX PHARMACEUTICALS NV, LLC

Certificate of Status	1
Certified Copy	0
Page Count	09
Estimated Charge	\$108.75

\$55.00

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Merger

12-20-13

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: IVAX Pharmaceuticals NV, 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:

Gina Mulligan

Contact Person

Corporate Creations

Firm/Company

11380 Prosperity Farms Rd. #221 E

Address

Palm Beach Gardens, FL 33410

City, State and Zip Code

Gina@corpcreations.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Gina Mulligan

at

561

684-8107

Name of Contact Person

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

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13 DEC 19 PM 4:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

eff: 12/31/13

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>
IVAX Pharmaceuticals New York, LLC	New York	LLC

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>
IVAX Pharmaceuticals NV, LLC	Florida	LLC

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:

December 31, 2013

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:

N/A

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:

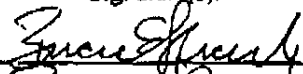
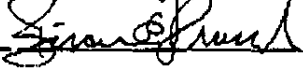
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

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:
IVAX Pharmaceuticals New York, LLC		Brian Shanahan
IVAX Pharmaceuticals NV, LLC		Brian Shanahan

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

<u>Fees:</u> 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

<u>Certified Copy (optional):</u>	\$30.00
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of the 17 day of December, 2013, by and between IVAX Pharmaceuticals New York, LLC, a New York limited liability company ("IVAX NY") and IVAX PHARMACEUTICALS NV, LLC, a Florida limited liability company ("IVAX NV").

WITNESSETH:

WHEREAS, IVAX NY is a wholly owned subsidiary of IVAX NV; and

WHEREAS, the respective Managers of IVAX NY and IVAX NV deem it advisable and in the best interests of their respective companies and members to have IVAX NY merge with and into IVAX NV pursuant to this Agreement and the applicable provisions of the laws of the State of New York and the State of Florida (such transaction being hereinafter referred to as the "Merger"); and the Managers of each of IVAX NY and IVAX NV and the sole member of each of IVAX NY and IVAX NV have approved this Agreement and the Merger contemplated hereby.

NOW, THEREFORE, the parties hereto, in consideration of the premises, mutual covenants and agreements herein contained, hereby agree as follows:

ARTICLE 1 **THE MERGER**

On the Effective Date of the Merger (as herein defined) and in accordance with the laws of the State of New York and State of Florida, IVAX NY shall merge with and into IVAX NV, with IVAX NV being the company surviving the Merger (hereinafter sometimes referred to as the "Surviving Company") as a limited liability company organized and existing under the laws of the State of Florida.

ARTICLE 2 **EFFECTIVE DATE**

Articles of Merger executed in accordance with the laws of the State of New York and the State of Florida shall be filed with the Secretary of State of the State of New York and the State of Florida. The Merger shall become effective on the filing of the Articles of Merger relating to the Merger with the Secretary of State of the State of New York and the State of Florida (such date hereinafter sometimes referred to as the "Effective Date of the Merger").

ARTICLE 3
CERTAIN RESULTS OF THE MERGER

(a) Succession by Surviving Company. Upon the Merger becoming effective and by virtue thereof:

(i) The separate corporate existence of IVAX NY and IVAX NV shall cease and IVAX NY and IVAX NV shall become and be a single entity, with IVAX NV as the Surviving Company.

(ii) Except as herein specifically set forth, the identity, existence, purposes, rights, privileges, immunities, powers and authority of IVAX NV shall continue in effect and be unimpaired by the Merger.

(iii) IVAX NV, as the Surviving Company, shall, in addition to all rights, privileges, powers, immunities and properties vested in it prior to the Merger, succeed to and possess as a result of the Merger all rights, privileges, powers, immunities, franchises, properties (whether real, personal or mixed, tangible or intangible) and assets of IVAX NY and such rights, privileges, powers, immunities, franchises, properties and assets shall be vested in IVAX NV without further act or deed.

(iv) All rights of creditors and all liens upon, or security interests in, any property of IVAX NY shall be preserved unimpaired; IVAX NV as the Surviving Company shall be subject to all of the debts, liabilities and obligations existing prior to the Merger with respect to it and IVAX NY and all of the debts, liabilities and obligations of IVAX NY shall thereafter attach to and be assumed by the Surviving Company to the same extent as if said debts, liabilities and obligations had originally been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any debt, liability or obligation or the lien of any indenture, agreement or other instrument executed or assumed prior to the Merger.

(b) Articles of Organization, Operating Agreement and Officers and Managers of Surviving Company. Upon the Merger becoming effective:

(i) The Articles of Organization of IVAX NV as in effect immediately prior to the Merger becoming effective shall be the Articles of Organization of the Surviving Company.

(ii) The Operating Agreement of IVAX NV in effect immediately prior to the Merger becoming effective shall be the Operating Agreement of the Surviving Company until amended in the manner provided by law, the Articles of Organization of the Surviving Company and/or said Operating Agreement.

(iii) The officers and managers of IVAX NV immediately prior to the Merger becoming effective shall continue as the officers and managers of the Surviving

Company for the full unexpired terms of their respective offices or until their respective successors have been duly elected or appointed and qualified.

ARTICLE 4
CONVERSION AND EXCHANGE OF SHARES
UPON THE EFFECTIVE DATE OF THE MERGER

(a) Cancellation of IVAX NY's Units. Upon the Effective Date of the Merger, each unit of IVAX NY's outstanding units which is issued and outstanding immediately prior to the Effective Date of the Merger, shall be canceled and retired.

ARTICLE 5
MISCELLANEOUS

(a) Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


(c) Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the respective laws of the State of Florida.

(d) Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.


(e) Headings. The headings of the sections and articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed on their behalf as of the date first written above.

IVAX PHARMACEUTICALS NEW YORK, LLC, a New York limited liability company

By: 
Name: Brian Shanahan
Title: Assistant Secretary

IVAX PHARMACEUTICALS NV, LLC, a Florida limited liability company

By: 
Name: Brian Shanahan
Title: Assistant Secretary