

Division of Corporations

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MERGER OR SHARE EXCHANGE
PROTALIX BIOTHERAPEUTICS, INC.

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ARTICLES OF MERGER
OF
PROTALIX BIOTHERAPEUTICS, INC.
(a Florida corporation)
into
PROTALIX BIOTHERAPEUTICS, INC.
(a Delaware corporation)

Under Section 607.1105 of the Florida Business Corporation Act

Pursuant to Section 607.1105 of the Florida Business Corporation Act, Protalix BioTherapeutics, Inc., a Florida corporation ("Parent"), and Protalix BioTherapeutics, Inc., a Delaware corporation ("Subsidiary"), hereby adopt the following Articles of Merger:

1. The Agreement and Plan of Merger, dated as of March 30, 2016 between Parent and Subsidiary (the "Plan of Merger"), is attached hereto as Exhibit A and incorporated herein by reference.
2. The Plan of Merger, providing for the merger of Parent with and into Subsidiary (the "Merger"), was adopted and approved by: (a) the sole shareholder and the directors of Subsidiary on March 30, 2016, and (b) the directors of Parent on March 30, 2016. Approval by the shareholders of Parent was not required pursuant to Section 607.1104 of the Florida Business Corporation Act.
3. The Articles of Incorporation and Bylaws of Subsidiary shall serve as the Articles of Incorporation and Bylaws of the surviving corporation, until amended thereafter in accordance with applicable law.
4. The Merger shall become effective as of the close of business on the date of the filing these Articles of Merger with the Department of State of the State of Florida.

[Signature Page Follows]

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IN WITNESS WHEREOF, these Articles of Merger have been executed by a duly authorized officer of each of Parent and Subsidiary as of this 31st day of March, 2016.

PARENT:

Protalix Biotherapeutics, Inc., a Florida corporation

By: 

Name: Yossi Maimon

Title: Vice President and Chief Financial Officer

SUBSIDIARY:

Protalix Biotherapeutics, Inc., a Delaware corporation

By: 

Name: Yossi Maimon

Title: Vice President and Chief Financial Officer

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AGREEMENT AND PLAN OF MERGER**BETWEEN****PROTALIX BIOTHERAPEUTICS, INC.,
A FLORIDA CORPORATION****AND****PROTALIX BIOTHERAPEUTICS, INC.,
A DELAWARE CORPORATION**

This AGREEMENT AND PLAN OF MERGER (the "*Agreement*"), dated as of March 30, 2016 is made by and between Protalix BioTherapeutics, Inc., a Florida corporation (the "*Company*"), and Protalix BioTherapeutics, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("*Newco*").

In consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the applicable provisions of the General Corporation Law of Delaware (the "*DGCL*") and the Florida Business Corporation Act (the "*FBCA*"), the parties hereto have agreed and covenanted, and do hereby agree and covenant as follows:

ARTICLE I**TERMS AND CONDITIONS OF MERGER; EFFECTIVE TIME**

1.1 *Terms and Conditions of Merger.* Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), the Company shall be merged with and into Newco whereupon the separate existence of the Company shall cease (the "*Reincorporation Merger*"). Newco shall be the surviving corporation (sometimes hereinafter referred to as the "*Surviving Corporation*") in the Reincorporation Merger and shall continue to be governed by the laws of the State of Delaware. The Reincorporation Merger shall have the effects specified in the DGCL and in the FBCA and the Surviving Corporation shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of the Company, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of the Company, including, without limitation, all outstanding indebtedness of the Company.

1.2 *Effective Time.* The date and hour on which the Reincorporation Merger occurs and becomes effective is hereinafter referred to as the "*Effective Time*." The Reincorporation Merger shall be effective upon the filing of the Certificate of Merger of Newco with the Secretary of State of the State of Delaware pursuant to Section 252 of the DGCL and the simultaneous filing of the Articles of Merger of the Surviving Corporation with the Department of State of the State of Florida pursuant to Section 607.1109 of the FBCA, which shall take place on April 1, 2016, following the approval of this Agreement by the directors of Newco and the directors of the Company, or as soon as practicable thereafter.

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**ARTICLE II
CHARTER AND BYLAWS OF THE SURVIVING CORPORATION**

2.1 *The Certificate of Incorporation.* The certificate of incorporation of Newco in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

2.2 *The Bylaws.* The bylaws of Newco in effect at the Effective Time shall be the bylaws of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

**ARTICLE III
OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION**

3.1 *Officers.* The officers of the Company immediately prior to the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

3.2 *Directors.* The directors of the Company immediately prior to the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

**ARTICLE IV
STOCK AND STOCK CERTIFICATES**

4.1 *Effect of Reincorporation Merger on Common Stock.* At the Effective Time, as a result of the Reincorporation Merger and without any action on the part of the Company, Newco or the stockholders of the Company:

(a) Each share of common stock of the Company (the "*Company Common Stock*") outstanding immediately prior to the Effective Time shall be automatically converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of common stock of Newco (the "*Newco Common Stock*"), and all Company Common Stock shall be automatically cancelled and retired and shall cease to exist.

(b) Each option, warrant and convertible security of the Company issued and outstanding immediately prior to the Effective Time shall be automatically (i) converted into an identical security of Newco (including, without limitation, the same exercise price, vesting conditions, expiration date and conversion provisions) and (ii) immediately following the Effective Time, shall represent the right to acquire the number of shares of Newco Common Stock that is equal to the number of shares of Company Common Stock acquirable upon the exercise or conversion of such option, warrant or security immediately prior to the Effective Time. The same number of shares of Newco Common Stock shall be reserved for purposes of the exercise of such options, warrants and securities as is equal to the number of shares of the common stock of the Company so reserved immediately prior to the Effective Time.

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(c) Each share of Newco Common Stock owned by the Company shall no longer be outstanding and shall be cancelled and retired and shall cease to exist.

(d) Holders of Newco who, except for the applicability of Section 607.1104 of the FBCA, would be entitled to vote on the Reincorporation Merger and who dissent from the Reincorporation Merger pursuant to Section 607.1321 of the FBCA, may be entitled, if they comply with the provisions of the FBCA regarding appraisal rights, to be paid the fair value of their shares of Company Common Stock.

4.2 *Certificates.* At and after the Effective Time, all of the outstanding certificates which immediately prior thereto represented shares of common stock, options, warrants, or other securities of the Company shall be deemed for all purposes to evidence ownership of and to represent the respective Newco Common Stock, options, warrants, or other securities, as the case may be, into which the shares of common stock, options, warrants or other securities of the Company represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agent. The registered owner of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Newco Common Stock, options, warrants, or other securities of Newco, as the case may be, evidenced by such outstanding certificate, as above provided.

ARTICLE V TERMINATION

5.1 *Termination.* This Agreement may be terminated, and the Reincorporation Merger may be abandoned, at any time prior to the Effective Time, whether before or after approval of this Agreement by the stockholders of the Company, if the Board of Directors of the Company determines for any reason, in its sole judgment and discretion, that the consummation of the Reincorporation Merger would be inadvisable or not in the best interests of the Company and its stockholders. In the event of the termination and abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of either the Company or Newco, or any of their respective stockholders, directors or officers.

ARTICLE VI MISCELLANEOUS AND GENERAL

6.1 *Modification or Amendment.* Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement.

6.2 *Counterparts.* This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

6.3 *Governing Law.* This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Delaware, without regard to the conflict of law principles thereof.

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6.4 *Entire Agreement.* This Agreement constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

6.5 *No Third Party Beneficiaries.* This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

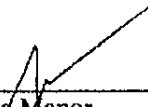
6.6 *Severability.* The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.


6.7 *Headings.* The headings therein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

PROTALIX BIOTHERAPEUTICS, INC.,
a Florida corporation

PROTALIX BIOTHERAPEUTICS, INC.,
a Delaware corporation

By: 
Name: Moshe Manor
Title: President and Chief Executive Officer

By: 
Name: Moshe Manor
Title: President and Chief Executive Officer