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MERGER OR SHARE EXCHANGE
Teva Branded Pharmaceutical Products R&D, Inc.

Certificate of Status	0
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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Teva Branded Pharmaceutical Products R&D, Inc.	Delaware	2155799

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Satellite Pharmaceuticals, Inc.	Florida	P04000071944
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 31 / 2010 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 23, 2010.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 23, 2010.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Typed or Printed Name of Individual & Title

~~Brian E. Shanahan~~
~~Assistant Secretary~~

Satellite
Pharmaceuticals, Inc.

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of the 23rd day of December, 2010, by and between Satellite Pharmaceuticals, Inc., a Florida corporation ("SATELLITE") and Teva Branded Pharmaceutical Products R&D, Inc., a Delaware corporation ("TBPP").

WITNESSETH:

WHEREAS, SATELLITE is a wholly owned subsidiary of TBPP; and

WHEREAS, the respective Boards of Directors of SATELLITE and TBPP deem it advisable and in the best interests of their respective corporations and shareholders to have SATELLITE merge with and into TBPP pursuant to this Agreement and the applicable provisions of the laws of the State of Delaware (such transaction being hereinafter referred to as the "Merger"); and the Board of Directors of each of SATELLITE and TBPP and the sole shareholder of each of SATELLITE and TBPP 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 Delaware, SATELLITE shall merge with and into TBPP, with TBPP being the corporation surviving the Merger (hereinafter sometimes referred to as the "Surviving Corporation") as a corporation organized and existing under the laws of the State of Delaware.

ARTICLE 2
EFFECTIVE DATE

Articles of Merger executed in accordance with the laws of the State of Delaware shall be filed with the Secretary of State of the State of Delaware. 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 Delaware (such date hereinafter sometimes referred to as the "Effective Date of the Merger").

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ARTICLE 3
CERTAIN RESULTS OF THE MERGER

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

(i) The separate corporate existence of SATELLITE and TBPP shall cease and SATELLITE and TBPP shall become and be a single corporation, with TBPP as the Surviving Corporation.

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

(iii) TBPP, as the Surviving Corporation, 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 SATELLITE and such rights, privileges, powers, immunities, franchises, properties and assets shall be vested in TBPP without further act or deed.

(iv) All rights of creditors and all liens upon, or security interests in, any property of SATELLITE shall be preserved unimpaired; TBPP as the Surviving Corporation shall be subject to all of the debts, liabilities and obligations existing prior to the Merger with respect to it and SATELLITE and all of the debts, liabilities and obligations of SATELLITE shall thereafter attach to and be assumed by the Surviving Corporation 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 Incorporation, Bylaws and Officers and Directors of Surviving Corporation. Upon the Merger becoming effective:

(i) The Articles of Incorporation of TBPP as in effect immediately prior to the Merger becoming effective shall be the Articles of Incorporation of the Surviving Corporation.

(ii) The Bylaws of TBPP in effect immediately prior to the Merger becoming effective shall be the Bylaws of the Surviving Corporation until amended in the manner provided by law, the Articles of Incorporation of the Surviving Corporation and/or said Bylaws.

(iii) The officers and directors of TBPP immediately prior to the Merger becoming effective shall continue as the officers and directors of the Surviving

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Corporation 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 SATELLITE's Shares. Upon the Effective Date of the Merger, each share of SATELLITE's capital stock 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 Delaware.

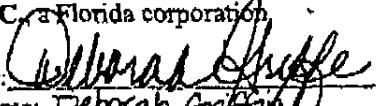
(d) Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the 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.

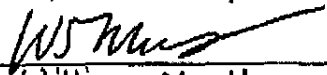
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed on their behalf as of the date first written above.

SATELLITE PHARMACEUTICALS,
INC., a Florida corporation

By: 
Name: Deborah Griffin
Title: Vice President + Treasurer

TEVA BRANDED
PHARMACEUTICAL PRODUCTS
R&D, INC., a Delaware corporation

By: 
Name: William Maath
Title: President + CEO