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Phone : (305)672-0686  
Fax Number : (305)672-9110

## MERGER OR SHARE EXCHANGE

IVAX RESEARCH HOLDINGS, INC.

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*Merger*

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**First: The name and jurisdiction of the surviving corporation:**

**Second: The name and jurisdiction of each merging corporation:**

**Third:** The Plan of Merger is attached.

**OR** 1 / 1 / 07 (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.)

*(Attach additional sheets if necessary)*

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

IVAX Research, Inc.

Rivka Kreitman

Rivka Kreitman, Sr. Vice President

IVAX Research Holdings, Inc.

Richard S. Egozi

Richard S. Egozi, Sr. Vice President

## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER is made as of the 21<sup>st</sup> day of December, 2006, by and between IVAX Research, Inc., a Florida corporation ("Research") and IVAX Research Holdings, Inc., a Florida corporation ("Holdings").

WITNESSETH:

WHEREAS, Research is a wholly owned subsidiary of Holdings.

WHEREAS, the respective Boards of Directors of Research and Holdings deem it advisable and in the best interests of their respective corporations and shareholders to have Research merge with and into Holdings pursuant to this Agreement and the applicable provisions of the laws of the State of Florida (such transaction being hereinafter referred to as the "Merger"); and the Board of Directors of each of Research and Holdings and the sole shareholder of Research 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 Florida, Research shall merge with and into Holdings, with Holdings 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 Florida.

### **ARTICLE 2 EFFECTIVE DATE**

Articles of Merger executed in accordance with the laws of the State of Florida shall be filed with the Secretary of State of 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 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 Corporation. Upon the Merger becoming effective and by virtue thereof:

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

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

(iii) Holdings, 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 Research and such rights, privileges, powers, immunities, franchises, properties and assets shall be vested in Holdings without further act or deed.

(iv) All rights of creditors and all liens upon, or security interests in, any property of Research shall be preserved unimpaired; Holdings 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 Research and all of the debts, liabilities and obligations of Research 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 Holdings as in effect immediately prior to the Merger becoming effective shall be the Articles of Incorporation of the Surviving Corporation, except that the Articles of Incorporation shall be amended to change the name of the Surviving Corporation to "TVAX Research, Inc."

(ii) The Bylaws of Holdings 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 said Bylaws.

(iii) The officers and directors of Holdings immediately prior to the Merger becoming effective shall continue as the officers and directors of the Surviving 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) Research Shares. Upon the Effective Date of the Merger, each share of Research's capital stock which is issued and outstanding immediately prior to the Effective Date of the Merger shall be converted into a share of the capital stock of the Surviving Corporation. Upon surrender of any certificates formerly representing shares of Research's capital stock by the holder thereof, following the Merger, the Surviving Corporation shall issue a certificate to such holder representing a like number of the shares of the capital stock of the Surviving Corporation.

(b) Cancellation of Research's Shares. Upon the Effective Date of the Merger, each share of Research'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.

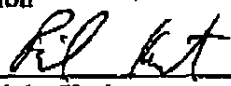
(c) Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the respective laws of the State of Florida.

(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.

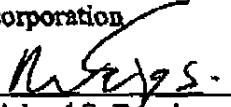
(e) Headings. The headings of the sections and articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

**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 RESEARCH, INC.**, a Florida corporation

By:   
Name: Rivka Kreitman  
Title: Senior Vice President

**IVAX RESEARCH HOLDINGS, INC.**, a Florida corporation

By:   
Name: Richard S. Egosi  
Title: Senior Vice President