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MERGER OR SHARE EXCHANGE
UVLrx Therapeutics, Inc.

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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:

Name	Jurisdiction	Document Number (If known/ applicable)
UVLrx Therapeutics, Inc.	Delaware	

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

Name	Jurisdiction	Document Number (If known/ applicable)
UVL Blood Labs, Inc.	Florida	P11000045873

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 X / X / X (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 September 4, 2014.

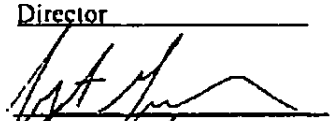
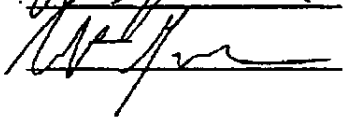
The Plan of Merger was adopted by the board of directors of the surviving corporation on N/A and shareholder approval was not required.

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 August 30, 2014.

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

(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
UVL Blood Labs, Inc.		Scott Grizzle, CFO
UVLrx Therapeutics, Inc.		Scott Grizzle, CFO

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of August 13, 2014 (the "Effective Date"), by and between UVL Blood Labs, Inc., a Florida corporation ("Parent"), and UVLrx Therapeutics, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Subsidiary").

RECITALS:

WHEREAS, the Board of Directors of each of Parent and Subsidiary have approved the merger of Parent into Subsidiary (the "Merger"), pursuant to the Articles of Merger set forth in Exhibit A hereto (the "Florida Certificate") and the Certificate of Merger set forth in Exhibit B hereto (the "Delaware Certificate", and collectively with the Florida Certificate, the "Merger Certificates"), and the transactions contemplated hereby, in accordance with the applicable provisions of the statutes of the States of Florida and Delaware, which permit such a merger, contingent upon satisfaction prior to closing of all of the terms and conditions of this Agreement; and

WHEREAS, the parties hereto desire to make certain representations, warranties and agreements in connection with completion of the Merger.

NOW, THEREFORE, in consideration of the foregoing recitals, which shall be considered an integral part of this Agreement, and the covenants, conditions, representations and warranties hereinafter set forth, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

1.01 The Merger. At the Effective Time (as hereinafter defined), and subject to the terms and conditions of this Agreement and the Merger Certificates, Parent will be merged with and into Subsidiary, and Subsidiary will be the Surviving Corporation. The term "Surviving Corporation" appearing in this Agreement denotes Subsidiary after the consummation of the Merger. Subsidiary's existence, and all its purposes, powers, and objectives will continue unaffected and unimpaired by the Merger, and as the Surviving Corporation it will be governed by the laws of the State of Delaware and succeed to all of Parent's rights, assets, liabilities, and obligations in accordance with the laws of the States of Florida and Delaware. For federal income tax purposes, it is intended that the Merger shall constitute a tax-free reorganization within the meaning of Sections 368(a)(1)(A), 368(a)(1)(F) and/or 368(a)(2)(E) of the Internal Revenue Code of 1986, as amended (the "Code").

1.02 Closing and Effective Time. Subject to the provisions of this Agreement, the parties shall hold a closing (the "Closing") on (i) the first Business Day (as defined below) on which the last of the conditions set forth in Article V to be fulfilled prior to the Closing is fulfilled or waived or (ii) such other date (the "Closing Date") as the parties hereto may agree. Immediately upon the Closing, the parties will cause the Merger Certificates to be filed with the

offices of the Secretaries of State of the States of Florida and Delaware in accordance with the applicable provisions of the statutes of such States. Subject to and in accordance with such statutes, the Merger will become effective at the date and time the Merger Certificates are filed with the offices of the Secretaries of State of the States of Florida and Delaware (the "Effective Time"). For purposes of this Agreement, "Business Day" shall mean any day other than a Saturday, Sunday, or any day on which banks located in either the States of Florida or Delaware are authorized to be closed by applicable law.

1.03 Survival of Assets and Liabilities.

(a) All rights and interests of each of Parent and Subsidiary in and to every type of property shall be transferred to and vested in the Surviving Corporation by virtue of the Merger without any deed or other transfer. The Surviving Corporation, as of the Effective Time and without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests in the same manner and to the same extent as such rights, franchises, and interests were held or enjoyed by each of Parent and Subsidiary immediately prior to the Effective Time.

(b) After the Effective Time, the Surviving Corporation shall be liable for all liabilities of each of Parent and Subsidiary, and all debts, liabilities, obligations and contracts of each of Parent and Subsidiary matured or unmatured, whether accrued, absolute, contingent, or otherwise, and whether or not reflected or reserved against on balance sheets, books of account or records of either Parent or Subsidiary, as the case may be, shall be those of and are hereby expressly assumed by the Surviving Corporation and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of either Parent or Subsidiary shall be preserved unimpaired.

1.04 Conversion of Shares in the Merger.

(a) Pursuant to the Merger Certificates, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Subsidiary or Parent, (a) each share of common stock, par value $0.0001 per share, of Parent (the "Parent Common Stock") which is issued and outstanding immediately prior to the Effective Time and held by the Former Personnel (as defined below) shall be converted into the right to receive $0.001 in cash from the Surviving Corporation; (b) each share of Parent Common Stock which is issued and outstanding immediately prior to the Effective Time held by any shareholder of Parent other than the Former Personnel shall be converted into one share of common stock, par value $0.0001 per share, of the Surviving Corporation (the "Surviving Corporation Common Stock"); (c) each share of Series A preferred stock, par value $0.0001 per share, of Parent (the "Parent Series A Stock") which is issued and outstanding immediately prior to the Effective Time held by any shareholder of Parent shall be converted into one share of Series A preferred stock, par value $0.0001 per share, of the Surviving Corporation (the "Surviving Corporation Series A Stock"); (d) each share of Series B preferred stock, par value $0.0001 per share, of Parent (the "Parent Series B Stock") which is issued and outstanding immediately prior to the Effective Time held by any shareholder of Parent shall be converted into one share of Series B preferred stock, par value $0.0001 per share, of the Surviving Corporation (the "Surviving Corporation Series B

Stock"); and (c) each share of common stock, par value $0.0001 per share, of Subsidiary (the "Subsidiary Common Stock") which is issued and outstanding immediately prior to the Effective Time and held by Parent shall be cancelled. The shares of Surviving Corporation Common Stock, Surviving Corporation Series A Stock and Surviving Corporation Series B Stock to be issued pursuant to this Section 1.04(a) are referred to herein as the "Merger Shares." From and after the Effective Time, no shares of Parent Common Stock, Parent Series A Stock or Parent Series B Stock shall be deemed to be outstanding, and holders thereof shall cease to have any rights with respect thereto, except as provided herein or by law. All of the Merger Shares will be, when issued in accordance with this Agreement, duly authorized, validly issued, fully paid, nonassessable and free and clear of all liens, claims, pledges, options, adverse claims or charges of any nature whatsoever. For purposes of this Agreement, "Former Personnel" shall mean the former consultants and advisors to Parent listed on Schedule 1.04(a) hereto, and/or the respective designees, successors or assigns of any such persons with respect to any shares of Parent Common Stock originally issued by Parent to or at the instruction of such persons.

(b) Notwithstanding anything in this Agreement to the contrary, any shares of Parent Common Stock, Parent Series A Stock or Parent Series B Stock held by a person (a "Dissenting Shareholder") who shall have properly demanded and perfected a right to receive payment of the fair value of such shares ("Dissenting Shares") pursuant to Section 607.1301 *et seq.* of the Florida Business Corporation Act (the "FBCA") shall not be converted as described in Section 1.04(a) hereof, unless such holder fails to comply with the provisions of Section 607.1301 *et seq.* of the FBCA or withdraws or otherwise loses its right to receive such fair value payment. If, after the Effective Time, such Dissenting Shareholder fails to comply with the provisions of Section 607.1301 *et seq.* of the FBCA or withdraws or otherwise loses its right to receive such fair value payment, such Dissenting Shareholder's shares of Parent Common Stock, Parent Series A Stock or Parent Series B Stock shall no longer be considered Dissenting Shares for the purposes of this Agreement and shall thereupon be deemed to have become exchangeable for, at the Effective Time, the right to receive the shares of Surviving Corporation Common Stock, Surviving Corporation Series A Stock, Surviving Corporation Series B Stock or cash, as the case may be, as set forth in Section 1.04(a) hereof.

1.05 Cancellation of Parent Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of shares of Parent Common Stock, Parent Series A Stock or Parent Series B Stock, all outstanding shares of Parent Common Stock, Parent Series A Stock and Parent Series B Stock shall be cancelled.

1.06 Stock Certificates. At and after the Effective Time, each holder of shares of Parent Common Stock, Parent Series A Stock or Parent Series B Stock shall be entitled to receive in exchange therefor, upon surrender to the Surviving Corporation of the original stock certificate(s) representing such shares, a certificate or certificates representing the number of whole shares of Surviving Corporation Common Stock, Surviving Corporation Series A Stock or Surviving Corporation Series B Stock, as the case may be, into which such holder's shares were converted pursuant to Section 1.04(a). At and after the Effective Time, the Surviving Corporation shall be entitled to treat all of the outstanding certificates which prior to the Effective Time represented shares of Parent Common Stock, Parent Series A Stock and Parent Series B Stock, and which have not been surrendered for exchange, as evidencing the ownership

of the number of whole shares of Surviving Corporation Common Stock, Surviving Corporation Series A Stock or Surviving Corporation Series B Stock, as the case may be, into which the shares represented by such certificates have been converted as herein provided, notwithstanding the failure of any holder to surrender the certificates representing such shares. Notwithstanding any provision of this Section 1.06 to the contrary, at and after the Effective Time, the Former Personnel shall only be entitled to receive from the Surviving Corporation, subject to applicable escheat laws and upon surrender of certificates for their respective shares of Parent Common Stock to the Surviving Corporation, $0.0001 in cash for each share of Parent Common Stock. In the event any certificates for shares of Parent Common Stock, Parent Series A Stock or Parent Series B Stock shall have been lost, stolen or destroyed, the Surviving Corporation shall issue in exchange for such lost, stolen or destroyed certificates, upon the making of an affidavit of that fact by the holder thereof, the applicable Merger Shares or cash in accordance with Section 1.04(a) hereof; provided, however, that the Surviving Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the holder of such lost, stolen or destroyed certificate to deliver a bond in such sum as the Surviving Corporation may reasonably direct as indemnity, or provide other indemnity, against any claim that may be made against the Surviving Corporation with respect to the certificates alleged to have been lost, stolen or destroyed.

1.07 Officers, Directors; Certificate of Incorporation; Bylaws. The officers of Parent immediately before the Effective Time shall serve as the officers of the Surviving Corporation from and after the Effective Time. The directors of the Surviving Corporation from and after the Effective Time shall be the directors of Subsidiary as of the Effective Time. The Certificate of Incorporation of Subsidiary as in effect immediately before the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation from and after the Effective Time. The Bylaws of Subsidiary as in effect immediately before the Effective Time shall be the Bylaws of the Surviving Corporation from and after the Effective Time.

1.08 Principal Office. The established offices and facilities of Parent immediately prior to the Merger shall become the established offices and facilities of the Surviving Corporation from and after the Effective Time.

1.09 Corporate Name. The name of the Surviving Corporation from and after the Effective Time shall be "UVLrx Therapeutics, Inc."

1.10 Derivative Securities.

(a) All options, if any, to purchase Parent Common Stock issued under any and all of Parent's employee and other incentive plans (collectively, the "Parent Option Plans"), whether or not exercisable, whether or not vested, and whether or not performance-based, which are outstanding at the Effective Time (each a "Parent Option"), shall be assumed by the Surviving Corporation in accordance with this Section 1.10, subject to and in accordance with the terms of such Parent Option Plans, each such assumed Parent Option referred to herein as an "Assumed Option." All warrants, if any, to purchase shares of Parent Common Stock, whether or not exercisable, and whether or not vested, which are outstanding at the Effective Time (each a "Parent Warrant"), shall be assumed by the Surviving Corporation in accordance with this Section 1.10, subject to and in accordance with the terms of such Parent Warrants, each such

assumed Parent Warrant referred to herein as an "Assumed Warrant." All other options or rights to purchase shares of Parent capital stock, whether or not exercisable, and whether or not vested, which are outstanding at the Effective Time (each a "Parent Right"), shall be assumed by the Surviving Corporation in accordance with this Section 1.10, subject to and in accordance with the terms of such Parent Rights, each such assumed Parent Right referred to herein as an "Assumed Right." All debt instruments, if any, convertible into shares of Parent capital stock, whether or not exercisable, and whether or not vested, which are outstanding at the Effective Time (each a "Parent Convertible Debt Obligation"), shall be assumed by the Surviving Corporation in accordance with this Section 1.10, subject to and in accordance with the terms of such Parent Convertible Debt Obligations, each such assumed Parent Convertible Debt Obligation referred to herein as an "Assumed Convertible Debt Obligation." With respect to each such Assumed Option, Assumed Warrant, Assumed Right, and Assumed Convertible Debt Obligation (collectively, "Assumed Derivative Securities"):

(i) the number of shares of Surviving Corporation Common Stock, Surviving Corporation Series A Stock or Surviving Corporation Series B Stock which shall be subject to such Assumed Derivative Security shall be equal to the number of shares of Parent Common Stock, Parent Series A Stock or Parent Series B Stock, as the case may be, into which such Assumed Derivative Security was exercisable for or convertible into immediately prior to the Effective Time;

(ii) the exercise or conversion price, per share, at the Effective Time of such Assumed Derivative Security shall be equal to the exercise or conversion price, per share, in effect thereunder immediately prior to the Effective Time; and

(iii) the Assumed Derivative Security shall otherwise retain the same terms (i.e., with respect to vesting schedule and acceleration provisions) as the original Parent Option, Parent Warrant, Parent Right, or Parent Convertible Debt Obligation, as the case may be.

(b) At the Effective Time, the Parent Option Plans, if any, shall be assumed by the Surviving Corporation (each, an "Assumed Option Plan"). The number of shares of Surviving Corporation Common Stock available for issuance under each such Assumed Option Plan shall be the number of shares of Parent Common Stock that remained available for issuance under the applicable Parent Option Plan immediately prior to the Effective Time. Following the assumption of the Assumed Derivative Securities and the Assumed Option Plans, all references to Parent in the Assumed Derivative Securities and the Assumed Option Plans shall be deemed to refer to the Surviving Corporation, all references to Parent's capital stock in the Assumed Derivative Securities and the Assumed Option Plans shall be deemed to refer to the corresponding class or series of the Surviving Corporation's capital stock.

(c) Tax Treatment of Replacement Options. It is the intention of the parties that, insofar as consistent with the foregoing conversion procedures, the Assumed Options shall continue to qualify following the Effective Time as incentive stock options as defined in Section 422 of the Code to the extent the Parent Option was intended to so qualify prior to the assumption of the Parent Option by the Surviving Corporation.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SUBSIDIARY

Subsidiary represents and warrants to Parent as follows:

2.01 Organization, Standing and Power. Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary.

2.02 Authority. Subsidiary has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors of Subsidiary. Subject to the approval of Parent in its capacity as the sole stockholder of Subsidiary, no other corporate or stockholder proceedings on the part of Subsidiary are necessary to authorize the Merger or the other transactions contemplated hereby.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to Subsidiary as follows:

3.01 Organization, Standing and Power. Parent is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted, and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification necessary.

3.02 Capital Structure. The capital structure of Parent consists of 20,000,000 authorized shares of Parent Common Stock, of which 12,755,000 shares of Parent Common Stock are issued and outstanding as of the Effective Date; and 5,000,000 authorized shares of preferred stock, par value $0.0001, 809,000 of which have been designated as Parent Series A Stock of which 809,000 are issued and outstanding as of the Effective Date, and 1,000,000 of which have been designated as Parent Series B Stock of which 1,000,000 are issued and outstanding as of the Effective Date. All outstanding shares of Parent Common Stock, Parent Series A Stock and Parent Series B Stock are validly issued, fully paid and nonassessable. As of the Effective Date, there are no outstanding Parent Options, Parent Warrants, Parent Rights or Parent Convertible Debt Obligations.

3.03 Authority. Parent has all requisite corporate power to enter into this Agreement and, subject to the approval of this Agreement and the Merger by the holders of Parent's capital stock whom are entitled to vote to approve the Merger in accordance with the applicable provisions of the FBCA, has the requisite corporate power and authority to consummate the transactions contemplated hereby. Subject to the approval of this Agreement and the Merger by the holders of Parent's capital stock whom are entitled to vote to approve the Merger in accordance with the applicable provisions of the FBCA, no other board or shareholder proceedings on the part of Parent are necessary to authorize the Merger and the other transactions contemplated hereby.

ARTICLE IV

ADDITIONAL AGREEMENTS

4.01 Legal Conditions to Merger. Each of Subsidiary and Parent shall take all reasonable actions necessary to comply promptly with all legal requirements which may be imposed on it with respect to the Merger. Each of Subsidiary and Parent will promptly cooperate with and furnish information to the other in connection with any such requirements imposed upon either of them or upon any of their related entities or subsidiaries in connection with the Merger.

4.02 Parent's and Subsidiary's Action. The Board of Directors of each of Subsidiary and Parent, by unanimous written consent in lieu of a meeting, has determined that the Merger is fair and in the best interests of each of Subsidiary and Parent and its respective stockholders, as the case may be. The Board of Directors of Parent, by unanimous written consent in lieu of a meeting, has directed that this Agreement and the Merger be submitted to the Parent's shareholders for their adoption and approval and has resolved to recommend that the Parent's shareholders vote in favor of the adoption of this Agreement and the approval of the Merger.

ARTICLE V

CONDITIONS TO CLOSING

5.01 Conditions to Each Party's Obligation To Effect the Merger. The respective obligations of each party to effect the Merger shall be conditional upon the filing, occurring or obtainment of all authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by any governmental authority or by any applicable law, rule, or regulation governing the transactions contemplated hereby.

5.02 Conditions to Obligations of Subsidiary. The obligation of Subsidiary to effect the Merger is subject to the satisfaction of the following conditions on or before the Closing Date unless waived in writing by Subsidiary:

(a) Representations and Warranties. The representations and warranties of Parent set forth in this Agreement shall be true and correct in all material respects as of the Effective Date and (except to the extent such representations and warranties speak as of

an earlier date) as of the Closing Date as though made on and as of the Closing Date, except as otherwise contemplated by this Agreement.

(b) **Performance of Obligations of Parent**. Parent shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior the Closing Date.

(c) **Consents**. Parent shall have obtained the consent or approval of each person whose consent or approval shall be required in connection with the transactions contemplated hereby.

(d) **Pending Litigation**. There shall not be any litigation or other proceeding pending or threatened to restrain or invalidate the transactions contemplated by this Agreement, which, in the sole judgment of Subsidiary, would make the consummation of the Merger imprudent.

(e) **Shareholder Approval**. Parent shall have obtained written consents for the approval of this Agreement and the Merger from 100% of the holders of shares of Parent Series A Stock and Parent Series B Stock. The period of time during which any Parent shareholder may give Parent written notice of his, her or its intention to demand payment if the Merger is effected pursuant to Section 607.1321(1)(a) of the FBCA (plus five (5) days) shall have elapsed or expired without any Parent shareholder having provided such written notice to Parent.

5.03 Conditions to Obligations of Parent. The obligation of Parent to effect the Merger is subject to the satisfaction of the following conditions on or before the Closing Date unless waived in writing by Parent:

(a) **Representations and Warranties**. The representations and warranties of Subsidiary set forth in this Agreement shall be true and correct in all material respects as of the Effective Date and (except to the extent such representations speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date, except as otherwise contemplated by this Agreement.

(b) **Performance of Obligations of Subsidiary**. Subsidiary shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) **Shareholder Approval**. Parent shall have obtained written consents for the approval of this Agreement and the Merger from 100% of the holders of shares of Parent Common Stock, Parent Series A Stock and Parent Series B Stock. The period of time during which any Parent shareholder may give Parent written notice of his, her or its intention to demand payment if the Merger is effected pursuant to Section 607.1321(1)(a) of the FBCA (plus five (5) days) shall have elapsed or expired without any Parent shareholder having provided such written notice to Parent.

(d) **Consents**. Subsidiary shall have obtained the consent or approval of each person whose consent or approval shall be required in connection with the transactions contemplated hereby.

(e) **Pending Litigation**. There shall not be any litigation or other proceeding pending or threatened to restrain or invalidate the transactions contemplated by this Agreement, which, in the sole judgment of Parent, would make the consummation of the Merger imprudent.

ARTICLE VI

TERMINATION AND AMENDMENT

6.01 Termination. This Agreement may be terminated at any time prior to the Effective Time:

(a) By mutual written consent of Subsidiary and Parent;

(b) By Subsidiary if there has been a material breach of any representation, warranty, covenant or agreement on the part of Parent set forth in this Agreement, or by Parent if there has been a material breach of any representation, warranty, covenant or agreement on the part of Subsidiary, which breach has not been cured within 10 Business Days following receipt by the breaching party of written notice of such breach;

(c) By either Subsidiary or Parent if any permanent injunction or other order of a court or other competent authority preventing the consummation of the Merger shall have become final and non-appealable; or

(d) By either Subsidiary or Parent if the Merger shall not have been consummated on or before October 31, 2014.

6.02 Effect of Termination. In the event of termination of this Agreement by either Subsidiary and/or Parent as provided in Section 6.01, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of any party hereto. In such event, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

6.03 Amendment. This Agreement may be amended by the parties hereto, by action taken or authorized by their respective Boards of Directors, provided that no amendment shall be made which by law requires approval by the stockholders of any party without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

6.04 Extension; Waiver. At any time prior to the Effective Time, the parties hereto, by action taken or authorized by their respective Board of Directors, may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the

other party hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the covenants or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party.

ARTICLE VII

GENERAL PROVISIONS

7.01 Survival of Representations, Warranties and Agreements. The representations, warranties and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall not survive the Effective Time, except with respect to fraudulent breaches thereof, claims for which shall survive the Effective Time until the earlier to occur of the expiration of applicable statute of limitations or the tenth anniversary of the Closing Date.

7.02 Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

7.03 Entire Agreement; No Third Party Beneficiaries; Rights of Ownership. This Agreement (including the documents and the instruments referred to herein) constitutes the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

7.04 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law.

7.05 No Remedy in Certain Circumstances. Each party agrees that, should any court or other competent authority hold any provision of this Agreement or part hereof or thereof to be null, void or unenforceable, or order any party to take any action inconsistent herewith or not to take any action required herein, the other party shall not be entitled to specific performance of such provision or part hereof or thereof or to any other remedy, including but not limited to money damages, for breach hereof or thereof or of any other provision of this Agreement or part hereof or thereof as a result of such holding or order.

7.06 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party hereto. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

7.07 Further Assurances. Each party hereto shall, from time to time after the Effective Time, at the request of any other party hereto and without further consideration, execute and deliver such other instruments of conveyance, assignments, and transfer, and take such other actions, as such other party may reasonably request to more effectively consummate the transactions contemplated by this Agreement.

7.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile signature, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed by the parties set forth below as of the Effective Date.

PARENT:

UVL Blood Labs, Inc., a Florida corporation

By: /s/ Michael Harter
Name: Michael Harter
Title: Chief Executive Officer

SUBSIDIARY:

ULVrx Therapeutics, Inc., a Delaware corporation

By: /s/ Michael Harter
Name: Michael Harter
Title: Chief Executive Officer

SCHEDULE 1.04(a)

Former Personnel

Dr. & Mrs. Dennis and Diana Williams
Dr. Luis Martinez Rivera
Tom DiGiovanni

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
UVL BLOOD LABS, INC.,
A FLORIDA CORPORATION,
INTO
UVLRX THERAPEUTICS, INC.,
A DELAWARE CORPORATION

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is UVLrx Therapeutics, Inc., a Delaware corporation, and the name of the corporation being merged into this surviving corporation is UVL Blood Labs, Inc., a Florida corporation.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is UVLrx Therapeutics, Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The authorized stock and par value of the non-Delaware corporation is 20,000,000 shares of common stock, par value $0.0001 per share, and 5,000,000 shares of preferred stock, par value $0.0001 per share, 809,000 of which have been designated as Series A Preferred Stock and 1,000,000 of which have been designated as Series B Preferred Stock.

SIXTH: The merger is to become effective upon the filing of this Certificate of Merger.

SEVENTH: The Agreement and Plan of Merger is on file at 200 E. Carrillo Street, Suite 101, Santa Barbara, California 93101, an office of the surviving corporation.

EIGHTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 4th day of September, A.D., 2014.

By: _____
Authorized Officer
Name: Scott Grizzle
Title: Chief Financial Officer