

P93000075573

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C T CORPORATION SYSTEM

Requestor's Name
660 East Jefferson Street

Address
Tallahassee, FL 32301 (850)222-1092

City State Zip Phone

CORPORATION(S) NAME

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Immune - Rx, Inc.

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| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | | |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Foreign | | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of R.A. |
| <input type="checkbox"/> Limited Liability Partnership | | <input type="checkbox"/> Fictitious Name |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photo Copies | <input checked="" type="checkbox"/> CUS <i>Re: Merger</i> |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call if Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
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ARTICLES OF MERGER
Merger Sheet

MERGING:

IMMUNO-RX, INC., a Florida corporation, P93000075573

INTO

IMMUNO-RX, INC.. a Delaware corporation not qualified in Florida

File date: August 15, 2000

Corporate Specialist: Doug Spitler

(Profit Corporations)

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

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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

<u>Name</u>	<u>Jurisdiction</u>
Immuno-Rx, Inc.	Florida

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION


Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Immuno-Rx, Inc., a
Delaware corporation

Signature



Harvey Brandwein, President

Immuno-Rx, Inc., a
Florida corporation

Henry

Harvey Brandwein, President

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

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

<u>Name</u>	<u>Jurisdiction</u>
Immuno-Rx, Inc.	Delaware

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

<u>Name</u>	<u>Jurisdiction</u>
Immuno-Rx, Inc.	Florida

Third: The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Agreement and Plan of Merger

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

___ Not applicable

OR

Restated articles are attached:

Not applicable

Other provisions relating to the merger are as follows:

See attached Agreement and Plan of Merger

**AGREEMENT AND PLAN OF
MERGER** dated as of August 14, 2000 (the
"Agreement"), between **IMMUNO-RX,
INC.**, a Delaware corporation ("Rx
(Delaware)") and sometimes referred to
herein as the "Surviving Corporation", and
IMMUNO-RX, INC., a Florida corporation
("Rx (Florida)")

The respective boards of directors of Rx (Delaware) and Rx (Florida) have duly adopted and approved this Agreement and the business combination between Rx (Delaware) and Rx (Florida) to be effected by the merger of Rx (Florida) with and into Rx (Delaware), pursuant and subject to the terms and conditions of this Agreement and the General Corporation Law of the State of Delaware (the "Delaware Statute") and the Florida Business Corporation Act (the "Florida Statute"). Each issued and outstanding share of common stock, \$0.001 par value of Rx (Florida) (the "Florida Common Stock"), will be exchanged and converted into the right to receive one share of common stock, \$0.001 par value, of Rx (Delaware) (the "Delaware Common Stock") and each option, if any, to purchase shares of Florida Common Stock will be exchanged and converted into the right to receive an option to purchase shares of Delaware Common Stock in the manner set forth in Section 2 of this Agreement, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the representations, warranties, covenants, agreements, conditions and promises contained herein, the parties agree as follows:

SECTION 1. THE MERGER

(a) **Constituent Corporations.** The name of each constituent corporation is as follows:

(i) The name of Rx (Florida) is Immuno-Rx, Inc., a Florida corporation; and

(ii) The name of Rx (Delaware) is Immuno-Rx, Inc., a Delaware corporation.

(b) **Surviving Corporation.** The name of the Surviving Corporation is Immuno-Rx, Inc., a Delaware corporation.

(c) **The Merger.** In accordance with the provisions of this Agreement, the Delaware Statute and the Florida Statute, Rx (Florida) shall be merged with and into Rx (Delaware) (the "Merger"). At and after the Effective Time (as hereafter defined) Rx (Delaware) shall be, and is sometimes herein referred to as, the "Surviving Corporation." Rx (Delaware) and Rx (Florida) are sometimes referred to as the "Constituent Corporations."

(d) **Effective Time of the Merger.** This Agreement shall be executed and delivered and (i) a Certificate of Merger shall be executed, delivered and filed with the Secretary

of State of Florida by each of the Constituent Corporations on the closing date in the manner provided under Sections 607.1101-607.1107 of the Florida Statute and (ii) a Certificate of Merger shall be executed, delivered and filed with the Secretary of State of Delaware by Rx (Delaware) on the Closing Date in the manner provided under Section 252 of the Delaware Statute. The Merger shall become effective (the "Effective Time") upon the filing of the Certificate of Merger with the Secretary of State of Delaware and the filing of the Certificate of Merger with the Secretary of State of Florida.

(e) **Effect of Merger.** At the Effective Time, the separate existence of Rx (Florida) shall cease and Rx (Florida) shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall possess all of the rights, privileges, powers and franchises as well of a public as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations as provided in Section 259 of the Delaware Statute.

(f) **Certificate of Incorporation and Bylaws of Surviving Corporation.** From and after the Effective Time, (i) the Certificate of Incorporation of Rx (Delaware) shall be the Certificate of Incorporation of the Surviving Corporation, unless and until altered, amended or repealed as provided in the Delaware Statute, (ii) the bylaws of Rx (Delaware) shall be the bylaws of the Surviving Corporation, unless and until altered, amended or repealed as provided in the Delaware Statute, the Certificate of Incorporation or such bylaws, (iii) the directors of Rx (Delaware) shall be the directors of the Surviving Corporation, unless and until removed, or until their respective terms of office shall have expired, in accordance with the Delaware Statute, the Certificate of Incorporation and the bylaws of the Surviving Corporation, as applicable and (iv) the officers of Rx (Delaware) shall be the officers of the Surviving Corporation, unless and until removed, or until their respective terms of office shall have expired, in accordance with the Delaware Statute, the Certificate of Incorporation and the bylaws of the Surviving Corporation, as applicable.

(g) **Taking of Necessary Action.** Prior to the Effective Time, the parties hereto shall do, or cause to be done all such acts and things as may be necessary or appropriate in order to effectuate the Merger as expeditiously as reasonably practicable in accordance with this Agreement and the Delaware Statute and the Florida Statute.

(h) **Tax-Free Reorganization.** For Federal income tax purposes, the parties intend that the Merger be treated as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code"). The parties shall not take a position on any tax return or reports inconsistent with this Section 1(h), unless required by law.

SECTION 2. EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS; EXCHANGE OF CERTIFICATES

(a) **Total Consideration; Effect on Capital Stock.** The entire consideration payable by Rx (Delaware) with respect to all outstanding shares of capital stock of Rx (Florida) and for all options, warrants, rights, calls, commitments or agreements of any character to which Rx (Florida) is a party or by which it is bound calling for the issuance of shares of capital stock of Rx (Florida) or any securities convertible into or exercisable or exchangeable for, or representing the right to purchase or otherwise receive, directly or indirectly, any such capital stock, or other arrangement to acquire, at any time or under any circumstance, capital stock of Rx (Florida) or any such other securities (the "**Fully Diluted Company Shares**") shall be an aggregate of 7,600,532 shares of Delaware Common Stock (the "**Total Share Amount**"). At the Effective Time, subject and pursuant to the terms and conditions of this Agreement and the Agreement of Merger, by virtue of the Merger and without any action on the part of the Constituent Corporations or the holders of the capital stock of the Constituent Corporations:

(b) **Exchange Ratio for Company Stock.** Each share of Florida Common Stock issued and outstanding at the Effective Time (excluding shares cancelled pursuant to Section 2(c)), including all accrued and unpaid dividends thereon, shall be exchanged and converted into the right to receive one share of Delaware Common Stock on a one-for-one basis (the "**Exchange Ratio**"). All accrued and unpaid dividends due and owing from Rx (Florida) shall be assumed and become the obligations of Rx (Delaware) in respect of each share of Florida Common Stock.

(c) **Cancellation of Certain Shares of Company Stock.** Each share of Florida Common Stock and Florida Preferred Stock that is (i) owned by Rx (Florida) as treasury stock, and (ii) authorized but unissued, shall be canceled and no Delaware Common Stock or Delaware Preferred Stock or other consideration shall be delivered in exchange therefor.

(d) **Exchange of Certificates.**

(i) **Procedure for Exchange.** Immediately following the Effective Time, Rx (Delaware) shall deliver to each holder of record of a certificate or certificates which immediately prior to the Effective Time represented issued and outstanding shares of Florida Common Stock (an "**Old Certificate**") a certificate representing that number of Delaware Common Stock which such holder has the right to receive, if any, pursuant to Section 2(b) with respect to such Old Certificate against receipt by Rx (Delaware) of such Old Certificate for cancellation, and the Old Certificate so surrendered shall forthwith be canceled. In the event of a transfer of ownership of shares of Florida Common Stock which is not registered on the transfer records of Rx (Florida), a New Certificate representing the proper number of shares of Delaware Common Stock may be issued to a transferee if the Old Certificate representing such Florida Common Stock is presented to Rx (Delaware), accompanied by all documents required to evidence and effect such transfer and by evidence that any applicable stock or other transfer taxes have been paid.

(ii) **No Further Ownership Rights in Company Stock.** All shares of Delaware Common Stock issued upon the surrender for exchange of shares of Florida Common Stock in accordance with the terms of this Section 2 shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Florida Common Stock. If, after the

Effective Time, any Old Certificate is presented to the Surviving Corporation for any reason, such Old Certificate shall be canceled and exchanged as provided in Section 2(d)(i).

(iii) **No Liability.** Neither Rx (Delaware) nor Rx (Florida) shall be liable to any holder of shares of Florida Common Stock or Delaware Common Stock, as the case may be, for shares (or dividends or distributions with respect thereto) of Delaware Common Stock to be issued in exchange for Florida Common Stock pursuant to this Section 2(b), if, on or after the expiration of six months following the Effective Time, such shares are delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

(e) **Lost, Stolen or Destroyed Company Certificates.** In the event any Florida Common Stock Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit to that effect by the person claiming such Florida Common Stock Certificate to be lost, stolen or destroyed and, if required by Rx (Delaware), the posting by a person of a bond in such amount as Rx (Delaware) may reasonably direct as indemnity against any claim that may be made against it with respect to such Certificate, Rx (Delaware) will issue in exchange for such lost, stolen or destroyed Florida Common Stock Certificate the Delaware Common Stock and cash in lieu of fractional shares deliverable in respect thereof pursuant to this Agreement. ~

SECTION 3. APPROVAL OF AGREEMENT

The respective boards of directors of the Constituent Corporations have, by resolutions unanimously approved and adopted the Merger and this Agreement. The holders of a majority of the outstanding shares of Florida Common Stock have approved and adopted the Merger and this Agreement by executing a written consent in accordance with Section 607.0704 of the Florida Statute. The consent of the stockholders of Rx (Delaware) was not required to approve and adopt the Merger as no shares of capital stock of Rx (Delaware) were issued prior to the adoption of the resolution approving this Agreement and Plan of Merger by Rx (Delaware)'s board of directors.

As to each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof immediately prior to the Merger are as follows:

<u>Name of Corporation</u>	<u>Designation and number of shares in each class or series outstanding</u>	<u>Class or series of shares entitled to vote</u>	<u>Shares entitled to vote as a class or series</u>
Immuno-Rx, Inc., a Florida Corporation	7,600,552 shares of Common Stock, \$0.001 par value	7,600,552 shares of Common Stock, \$0.001 par value	7,600,552 shares of Common Stock, \$0.001 par value
Immuno-Rx, Inc., a Delaware Corporation	0 shares of Common Stock, \$0.001 par value	0 shares of Common Stock, \$0.001 par value	n/a

SECTION 4. MISCELLANEOUS

(a) **Amendment.** This Agreement may be amended by the parties, by action taken by their respective boards of directors, at any time prior to the Effective Time. No amendment of this Agreement shall be made which pursuant to the Delaware Statute, the Florida Statute or other law requires the further approval of the stockholders of either or both of the Constituent Corporations unless such approval has been obtained. This agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

(b) **Entire Agreement.** This Agreement contains the entire agreement among the parties hereto with respect to the transactions contemplated hereby and supersede all prior arrangements or understandings, written or oral.

(c) **Counterparts.** This Agreement may be executed in any number of counterparts by original or facsimile signature, each such counterpart shall be an original instrument, and all such counterparts together shall constitute one and the same agreement.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly therein (without regard to principles of conflicts of laws).

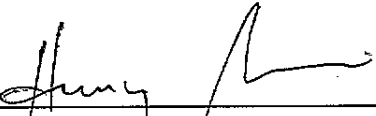
(e) **Pronouns.** As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof whenever the context and facts require such construction.

(f) **Descriptive Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this agreement.

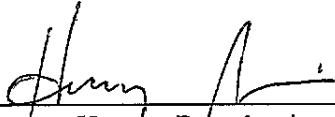
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed and delivered on its behalf as of the date first above written.

IMMUNO-RX, INC.,
a Florida corporation

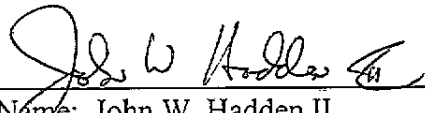
By: 
Name: Harvey Brandwein
Title: President

IMMUNO-RX, INC.,
a Delaware corporation

By: 
Name: Harvey Brandwein
Title: President

I, John W. Hadden II, the Executive Vice President of Immuno-Rx, Inc., a Delaware Corporation hereby certify that this Agreement and Plan of Merger has been adopted in accordance with Section 252 and Subsection (f) of Section 251 of the Delaware General Corporation Law and that no shares of capital stock of Immuno-Rx, Inc. were issued prior to the adoption by the board of directors of Immuno-Rx, Inc. of the resolution approving this Agreement and Plan of Merger.

IMMUNO-RX, INC.
a Delaware corporation

By: 
Name: John W. Hadden II
Title: Executive Vice President