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FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
95 FEB -6 AM 10:22

January 2, 1995

Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

70000138827  
-02/07/95--01030--009  
\*\*\*\*122.50 \*\*\*\*122.50

Dear Sirs :

Enclosed please find a check in the amount of \$122.50 to cover the process of incorporating  
HOSPI-FARMA.

Thanking for your kind attention, I remain,

Sincerely,

  
Nicolás Aguirre

HOSPI-FARMA, INC.  
1110 Brickell Avenue  
Suite 512  
Miami, FL 33131

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## ARTICLES OF INCORPORATION

OF

HOSPI-FARMA, INC.

### ARTICLE I - Name and Address

The name, address and principal place of business of this corporation (the "Company") is :

HOSPI-FARMA, INC.  
1110 Brickell Avenue  
Suite 512  
Miami, FL 33131

### Article II - Purpose

The Company is organized for the purpose of transacting any or all lawful business for which corporations may be organized under the laws of the United States and the Florida Business Corporation Act and to engage in any business or transaction deemed necessary, convenient or incidental to carrying out any of such business within or without the United States.

### Article III - Capital Stock

The Company is authorized to issue 1,000 shares of common stock, par value US\$1.00 (the "Common Stock"). The Board of Directors may authorize the issuance of the Common Stock to such persons upon such terms and for such consideration in cash, property or services as the Board of Directors may determine and as may be allowed by law. The just valuation of such property or services shall be fixed by the Board of Directors. All of the Common Stock, when issued, shall be fully paid and exempt from assessment.

**Article IV - Initial Registered Office and Agent**

The street address of the initial registered office of the Company is :

1110 Brickell Avenue  
Suite 512  
Miami, FL 33131

and the name of the initial registered agent of the Company at such address is Nicolás Aguirre.

**Article V - Incorporator**

The name and address of the initial incorporator of the Company is :

Nicolás Aguirre  
1110 Brickell Avenue  
Suite 512  
Miami, FL 33131

**Article VI - Board of Directors**

The number of directors may be either increased or decreased from time to time as provided in the By-Laws but shall never be less than one. The name and address of the two initial directors are :

Nicolás Aguirre  
1110 Brickell Avenue  
Suite 512  
Miami, FL 33131

Nystrand U. Lopez  
1110 Brickell Avenue  
Suite 512  
Miami, FL 33131

### Article VII - Officers

The name and address of the initial officer of the Company, who shall hold such office until his successor for such office shall have been duly elected and qualified, are :

President	Nicolás Aguirre 1110 Brickell Avenue Suite 512 Miami, FL 33131
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Secretary & Treasurer	Nystrand U. Lopez 1110 Brickell Avenue Suite 512 Miami, FL 33131
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### Article XIII - Subscribers

The names and post office addresses of each of the subscribers to these Articles of Incorporation and the number of shares of stock which each subscriber agrees to take, are as follows :

<u>NAME</u>	<u>ADDRESS</u>	<u>NO. OF SHARES</u>
Nicolás Aguirre	1110 Brickell Avenue Suite 512 Miami, Florida 33131	500
Nystrand U. Lopez	1110 Brickell Avenue Suite 512 Miami, Florida 33131	500

### Article IX - Powers

The Company shall have all of the corporate powers enumerated in the Florida Business Corporation Act, including specifically the power to make loans or advances to, purchase any stock, other securities or evidences of indebtedness of, or make any investment or acquire any interest whatsoever in, or be a promoter, incorporator, general partner, limited partner, member, associate or manager of, any other person, corporation, association, partnership, limited partnership, joint venture, trust or other enterprise; become an accommodation obligor, maker, guarantor, and mortgagor, with or without consideration, in connection with the obligations and indebtedness, both past and future, of any other person, corporation, association, partnership or limited partnership, even though such obligations and indebtedness are not related to or do not tend to promote the Company's business; and to endorse, guarantee and secure, with or without consideration to the Company, the payment of the obligations and indebtedness, both past and future, of any other persons, corporations, associations, and partnerships and for these purposes to execute and deliver with or without consideration, such promissory notes, guarantees, mortgages, chattel mortgages, assignments, or other instruments as it may deem advisable.

### Article X - Director Conflicts of Interest

No Contract or other transaction between the Company and one or more of its directors, or between the Company and any other corporation, firm, association or other entity in which one or more of the directors are directors or officers, or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his or her votes are counted for such purpose, if:

(a) The fact of such relationship or interest is disclosed or known to the Board of Directors, or a duly empowered committee thereof, which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for such purpose without counting the vote or votes of such interested director or directors; or

(b) The fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent, or

(c) The contract or transaction is fair and reasonable as to the Company at the time it is authorized by the Board of Directors, committee or the shareholders

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction

### **Article XI - Indemnification**

**Section 1 - Right to Indemnification.** The Company hereby indemnifies each person (including the heirs, executors, administrators, or estate of such person) who is or was a director, officer, employee or agent of the Company to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision (but, in the case of any future legislation or decision, only to the extent that it permits the Company to provide broader indemnification rights than permitted prior to the legislation or decision), against all fines, liabilities, costs and expenses, including attorneys' fees, asserted against him or incurred by him in his capacity as a director, officer, agent employee, or representative. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking an indemnification may be entitled. The Company may maintain insurance, at its expense, to protect itself and all officers, directors, employees and agents against fines, liabilities, costs and expenses, whether or not the Company would have the legal power to indemnify them directly against such liability.

**Section 2 - Advances.** Costs, charges and expenses (including attorneys' fees) incurred by a person referred to in Section 1 of this Article in defending a civil or criminal suit, action or proceeding shall be paid by the Company in advance of the final disposition thereof upon receipt of an undertaking to repay all amounts advanced if it is ultimately determined that the person is not entitled to be indemnified by the Company as authorized by this Article, and upon satisfaction of other conditions required by current or future legislation (but, with respect to future legislation, only to the extent that it provides conditions less burdensome than those previously provided).

**Section 3 - Savings Clause.** If this Article or any portion of it is invalidated on any ground by a court of competent jurisdiction, the Company nevertheless indemnifies each person described in Section 1 of this Article to the fullest extent permitted by all portions of this Article that has not been invalidated and to the fullest extent permitted by all portions of this Article that has not been invalidated and to the fullest extent permitted by law

Article XII - Duration

The duration of the Company is perpetual, unless sooner liquidated or dissolved in accordance with law

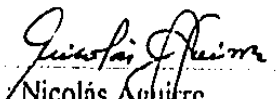
IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 2 day of January, 1995

  
Nicolás Aguirre  
Incorporator

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for HOSPI-FARMA, INC. at the place designated in the Articles of Incorporation, I hereby agree to act in this capacity, and agree to comply with the provisions of Section 607.0505 Fla. Stat. (1993).

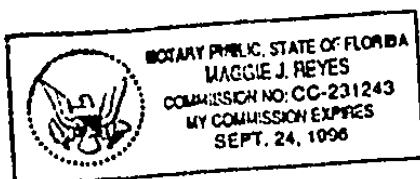
Dated this 2 day of January, 1995.

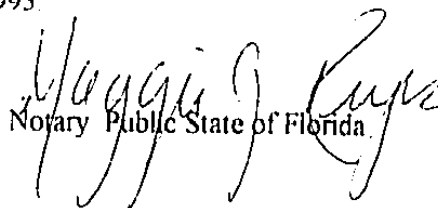
  
By Nicolás Aguirre  
Registered Agent

STATE OF FLORIDA    )  
                                  ) SS:  
COUNTY OF DADE    )

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared : Patricio Aguirre, who after first being duly sworn, executed the foregoing Articles of Incorporation, freely and voluntarily for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami, said County and State, this 2nd day of January 1995.



  
Notary Public State of Florida