

P96000101844

Document Number Only

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

Rheologix, LLC  
merging into Oculogix Corporation

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-09/25/00--01022--014  
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ARTICLES OF MERGER  
Merger Sheet

MERGING:

RHEOLOGIX, a non-qualified Delaware entity

INTO

**OCCULOGIX CORPORATION**, a Florida entity, P96000101844.

File date: September 25, 2000 .

Corporate Specialist: Trevor Brumbley

### ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>RheoLogix, LLC</u> <u>2575 Ulmerton Road</u> <u>Suite 210</u> <u>Clearwater, Florida 33762</u>	<u>Delaware</u>	<u>Limited Liability Company</u>
Florida Document/Registration Number: <u>N/A</u>		FEI Number: <u>59-3569017</u>
2. _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____
3. _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____
4. _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____

(Attach additional sheet(s) if necessary)

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**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>OccuLogix Corporation</u> <u>2575 Ulmerton Road</u>	<u>Florida</u>	<u>Corporation</u>
<u>Suite 210</u> <u>Clearwater, Florida 33762</u>		
Florida Document/Registration Number: <u>P916 000101844</u>		FBI Number: <u>59-3434771</u>

**THIRD:** The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

**FOURTH:** If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

**FIFTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

**SIXTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

**SEVENTH:** If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

**EIGHTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

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 AND  
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**NINTH:** The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

**OR**

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

**TENTH:** The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

**ELEVENTH: SIGNATURE(S) FOR EACH PARTY:**

**(Note: Please see instructions for required signatures.)**

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
RheoLogix, LLC	<i>Ray Gonzalez</i>	Ray Gonzalez President
OccuLogix Corporation	<i>Ray Gonzalez</i>	Ray Gonzalez President

(Attach additional sheet(s) if necessary)

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 FLORIDA  
 DEPARTMENT OF STATE  
 TALLAHASSEE, FLORIDA

**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of September \_\_, 2000, by and between OccuLogix Corporation, a Florida corporation ("OccuLogix" or the "Surviving Party"), RheoLogix, LLC, a Delaware LLC ("RheoLogix" or the "Merged Party"), and together with the Surviving Party, the "Constituent Parties").

**RECITALS**

WHEREAS, the purposes and objectives of the Constituent Parties may be effectively achieved and promoted within a single corporate structure;

WHEREAS, pursuant to Section 608.1108 and Section 608.4381 of the Florida Business Corporation Act, as amended, (the "Florida Act"), this Agreement was adopted by the written consent of the members of the Board of Directors of the Surviving Party;

WHEREAS, pursuant to Section 18-209 of the Delaware Limited Liability Company Act, as amended (the "Delaware Act"), this Agreement was adopted by the written consent of the Members of the Merged Party.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Merger: Name. Upon the terms and conditions set forth in this Agreement, and in accordance with the Florida Act and the Delaware Act, as of the Effective Date (as defined in Section 2 hereof) the Merged Party shall be merged with and into the Surviving Party (the "Merger"). As of the Effective Date and thereafter, the name of the Surviving Party shall be OccuLogix Corporation.

2. Effective Date of the Merger. The Merger shall become effective on the date and the time that the Articles of Merger shall have been accepted for filing by the Secretary of State of the State of Florida, and the Certificate of Merger shall have been accepted for filing by the Secretary of State of the State of Delaware (the "Effective Date").

3. Effect of the Merger. The effect of the Merger on the Constituent Parties, as of the Effective Date, is as follows: (a) the Constituent Parties shall be a single corporation; (b) the separate corporate existence of the Merged Party shall thereupon cease, except to the extent provided for by the laws of the State of Delaware in the case of a corporation after its merger into another corporation; (c) the Surviving Party shall possess all the rights, including, without limitation, all intellectual property rights, privileges, immunities and franchises of each of the Constituent Parties, and all property (real, personal and mixed), including, without limitation, all intellectual property.

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and debts due on whatever account, and every other interest belonging to or due to each of the Constituent Parties shall be deemed to be transferred to and vested in the Surviving Party, without further act, deed or transfer; (d) the Surviving Party shall thenceforth be responsible for and subject to all of the debts, liabilities and obligations of each of the Constituent Parties in the same manner as if the Surviving Party had itself incurred them; (e) any claim, existing action, or proceeding pending by or against any of the Constituent Parties may be prosecuted to judgment by the Surviving Party and (f) neither the rights of creditors nor any liens upon the property of any of the Constituent Parties shall be impaired by the Merger.

4. Articles of Incorporation and By-Laws. As of the Effective Date, the Articles of Incorporation and the By-Laws of the Surviving Party, as in effect immediately prior to the Merger, shall continue in full force and effect as the Articles of Incorporation and the By-Laws of the corporation existing after the consummation of the Merger.

5. Conversion of Property in the Merger. Subject to the terms of this Agreement, as of the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof, all property of the Merged Party shall not be converted in any manner and shall be canceled, and no additional shares in the Surviving Company shall be issued as a result of this Merger.

6. Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date by the written consent of the members of the Board of Directors of OccuLogix or Members of RheoLogix.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, this Agreement of Plan of Merger has been executed by the undersigned as of the date first above written.

OCCULOGIX CORPORATION

By: Ray Boyly  
Its: President + CEO

RHEOLOGIX, LLC

By: Ray Boyly  
Its: President + CEO

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AND  
FILED

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SECRETARY OF STATE  
41 EAST WASHINGTON  
TALLAHASSEE, FL 32309