

P98000038910

(Requestor's Name)

(Address)

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☐ PICK-UP

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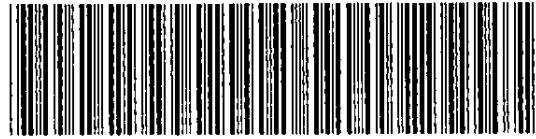
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Share
exchange

08/31/10--01022--014 **78.75

RECEIVED
10 AUG 31 AM 11:43
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
2010 AUG 31 PM 12:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ROD
8/31/10

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: KATIE WONSCH

DATE: 08/31/2010

REF. #: 000409.131128

CORP. NAME: EFFRX, INC.

- | | | |
|---|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input checked="" type="checkbox"/> OTHER: ARTICLES OF SHARE EXCHANGE | | |

STATE FEES PREPAID WITH CHECK# 536406 **FOR \$** 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ **COST LIMIT: \$** _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

ARTICLES OF SHARE EXCHANGE

(Profit Corporations)

FILED

2010 AUG 31 PM 12:50

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Share Exchange are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name of the corporation is EffRx, Inc., a Florida corporation (hereinafter the "Company") and the Document number is: P98000038910.

Second: The name of the other corporation with which the shares are being exchange is EffRx Pharmaceuticals, S.A., a Swiss corporation (hereinafter "NewCo").

Third: The Plan of Share Exchange is attached.

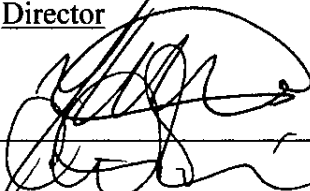
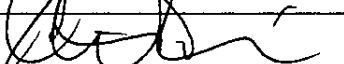
Fourth: The Share Exchange shall become effective on the date the Articles of Share Exchange are filed with the Florida Department of State.

Fifth: Adoption of Share Exchange by NewCo. The Plan of Share Exchange was adopted by the shareholders of NewCo on August 18, 2010.

Sixth: Adoption of Share Exchange by the Company. The Plan of Share Exchange was adopted by the shareholders of the Company on June 25, 2010.

[Signature Page Follows]

Seventh: SIGNATURES FOR EACH CORPORATION

| <u>Name of Corporation</u> | <u>Signature of an Officer or Director</u> | <u>Typed or Printed Name of Individual & Title</u> |
|----------------------------|---|--|
| EffRx, Inc. |  | Jacob Uittenbogaard, CFO |
| EffRx Pharmaceutical S.A. |  | Christer Rosen, Director |

PLAN OF SHARE EXCHANGE

The following plan of share exchange is submitted in compliance with section 607.1102, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

[Attachments]

PLAN OF SHARE EXCHANGE
BETWEEN EFFRX, INC.
AND EFFRX PHARMACEUTICALS, S.A.

This Plan of Share Exchange has been approved and adopted by the parties hereto, and is submitted in compliance with Section 607.1102 of the Florida Business Corporation Act (the "FBCA").

1. Corporations. The name and jurisdiction of the corporations involved in the share exchange are EffRx, Inc., a Florida corporation (the "Company") and EffRx Pharmaceuticals, S.A., a Swiss corporation ("NewCo").

2. Share Exchange. Subject to the terms and conditions of the Agreement and Plan of Share Exchange, dated as of June 25, 2010, (the "Agreement"), among the Company, NewCo and the other signatories thereto, upon the Effective Time (as defined below), NewCo will acquire all of the outstanding shares of all classes and all series of the Company (the "Shares") and all rights to acquire Shares of the Company (the "Share Exchange"). As a result of the Share Exchange, the Company shall become a wholly-owned subsidiary of NewCo.

3. Effective Time. The Share Exchange shall become effective at 11:59 p.m. on the date of filing these Articles of Share Exchange with the Florida Department of State (the "Effective Time").

4. Exchange of Capital Stock and Other Rights. At the Effective Time, by virtue of the Share Exchange and without any further action on the part of any Shareholder or any holder of capital stock or Options (as hereinafter defined) of the Company,:

(a) Exchange of Company Capital Stock. Each issued and outstanding share of Company Common Stock (each a "Common Share") (other than shares that are Dissenting Shares (as defined below) shall be exchanged as follows:

(i) Each outstanding share of Class A Stock and Class B Stock shall be exchanged for the right to receive an equivalent number of Class A NewCo Shares (the "Exchange Shares").

(ii) Upon such exchange, each holder of a certificate representing any such Common Shares shall cease to have any rights with respect thereto, except the right to receive the Exchange Shares, upon the surrender of such certificate (or other evidence of ownership reasonably acceptable to NewCo). For the avoidance of doubt, upon such Exchange, holders of Class B Stock shall have only those rights afforded holders of the Exchange Shares and shall cease to have any preferential rights granted previously by the Class B Stock.

(iii) Simultaneous with the exchange described above, each NewCo Share outstanding immediately prior to such Exchange (the "Original NewCo Shares") will automatically be cancelled and the holder thereof shall cease to have any rights with respect thereto.

(b) Dissenting Shares. Notwithstanding anything to the contrary, each outstanding share of Company Common Stock the holder of which has not voted in favor of or consented to

the Share Exchange, has perfected such holder's right to an appraisal of such holder's shares in accordance with the applicable provisions of the FBCA and has not effectively withdrawn or lost such right to appraisal (in each case a "Dissenting Share"), shall not be exchanged for or represent a right to receive the Exchange Shares, but rather the holder thereof shall be entitled only to such rights as are granted by the applicable provisions of the FBCA; provided, however, that any Dissenting Share held by a Person at the Effective Time who shall, after the Effective Time, withdraw the demand for appraisal or lose the right of appraisal, in either case pursuant to the FBCA, shall be deemed to be exchanged for, as of the Effective Time, the right to receive the Exchange Shares. The Company shall give NewCo (x) prompt notice of any written demands for appraisal, withdrawals of demands for appraisal and any other instruments served pursuant to the applicable provisions of the FBCA relating to the appraisal process received by the Company and (y) the exclusive right to direct all negotiations and proceedings with respect to demands for appraisal under the FBCA.


(c) Treatment of Options. Prior to the Effective Time, the Company shall take all actions necessary to cause each holder of outstanding stock options (each an "Option") heretofore granted, whether or not currently vested or exercisable, to surrender, effective as of the Effective Time, all of such holder's Options, which shall be replaced with a comparable award for the purchase of NewCo Shares (the "NewCo Option"). The Company shall take all steps necessary (i) to ensure that the Company will not be bound by any Options, other options, warrants, rights or agreements which would entitle any Person to acquire any capital stock of the Company or, except as otherwise provided in this Agreement, to receive any payment in respect thereof, and (ii) to cause such Options to be surrendered and converted into the NewCo Option.

5. Miscellaneous. This Plan of Share Exchange shall be construed in accordance with the laws of the State of Florida. The terms and conditions of this Plan of Share Exchange are solely for the benefit of the parties hereto, and no other person shall have any rights or benefits whatsoever under this Plan of Share Exchange, either as a third party beneficiary or otherwise. This Plan of Share Exchange shall be construed together with and complement the Agreement with respect to the subject matter hereof and thereof. *Neither this Plan of Share Exchange nor the Agreement may be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.* This Plan of Share Exchange may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement. Each term which is capitalized but undefined herein shall have the meaning ascribed thereto in the Agreement.

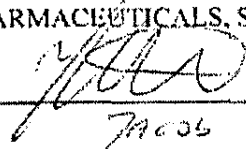
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Plan of Share Exchange as of _____, 2010.

EFFRX, INC.

By: 
Name: Laura Spalding
Title: VP Finance & Controller

EFFRX PHARMACEUTICALS, S.A.

By: 
Name: Jacob Wittenborg
Title: Board member