

V60788

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merger

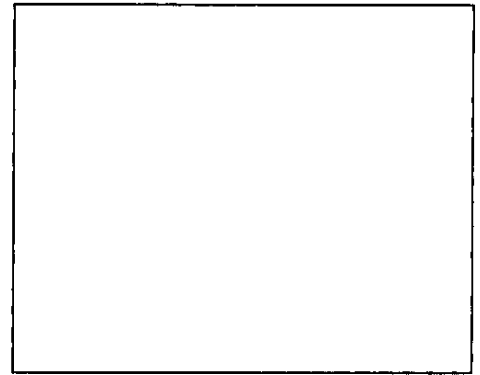
08/28/07--01001--014 **78.75

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
2007 AUG 27 PM 2:58
NOT INTENDED
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SUFFICIENCY OF FILING

FILED
2007 AUG 27 PM 4:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PR
8/21/07

FLORIDA RESEARCH & FILING SERVICES, INC.
1211 CIRCLE DRIVE
TALLAHASSEE, FL 32301
PHONE (850)656-6446



OFFICE USE ONLY

WALK-IN

ENTITY NAME:

1. IVAX GOLDEN GLADES, INC.

CK# 2740

AMOUNT \$78.75

PLEASE FILE THE ATTACHED MERGER & RETURN THE FOLLOWING:

XXX CERTIFIED COPY

___ STAMPED COPY

___ CERTIFICATE OF STATUS

Examiner's Initials

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: IVAX Golden Glades, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

(Contact Person)

(Firm/Company)

(Address)

(City/State and Zip Code)

For further information concerning this matter, please call:

(Name of Contact Person)

At (_____) _____

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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.

FILED
2007 AUG 27 PM 4:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
IVAX Golden Glades, Inc.	Florida	V60788

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
IVAX Research Manufacturing, Inc.	Florida	P03000156223
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 8/27/07 (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 8/23/07.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 8/23/07.

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

(Attach additional sheets if necessary)

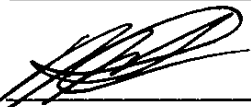
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

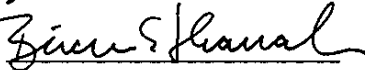
Typed or Printed Name of Individual & Title

IVAX Golden Glades, Inc.



mark Durand,
Sr. Vice President and Treasurer

IVAX Research Manufacturing, Inc.



Brian E. Shanahan, Assistant Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of the 23rd day of August, 2007, by and between IVAX Research Manufacturing, Inc., a Florida corporation ("IRM") and IVAX Golden Glades, a Florida corporation ("IGG").

WITNESSETH:

WHEREAS, IRM is a wholly owned subsidiary of IGG; and

WHEREAS, the respective Boards of Directors of IRM and IGG deem it advisable and in the best interests of their respective corporations and shareholders to have IRM merge with and into IGG pursuant to this Agreement and the applicable provisions of the laws of the State of Florida (such transaction being hereinafter referred to as the "Merger"); and the Board of Directors and sole shareholders of each of IRM and IGG have approved this Agreement and the Merger contemplated hereby.

NOW, THEREFORE, the parties hereto, in consideration of the premises, mutual covenants and agreements herein contained, hereby agree as follows:

ARTICLE 1 THE MERGER

On the Effective Date of the Merger (as herein defined) and in accordance with the laws of the State of Florida, IRM shall merge with and into IGG, with IGG being the corporation surviving the Merger (hereinafter sometimes referred to as the "Surviving Corporation") as a corporation organized and existing under the laws of the State of Florida.

ARTICLE 2 EFFECTIVE DATE

Articles of Merger executed in accordance with the laws of the State of Florida shall be filed with the Secretary of State of the State of Florida. The Merger shall become effective on the date designated in the Articles of Merger relating to the Merger with the Secretary of State of the State of Florida (such date hereinafter sometimes referred to as the "Effective Date of the Merger").

ARTICLE 3 CERTAIN RESULTS OF THE MERGER

(a) Succession by Surviving Corporation. Upon the Merger becoming effective and by virtue thereof:

(i) The separate corporate existence of IRM and IGG shall cease and IRM and IGG shall become and be a single corporation, with IGG as the Surviving Corporation.

(ii) Except as herein specifically set forth, the identity, existence, purposes, rights, privileges, immunities, powers and authority of IGG shall continue in effect and be unimpaired by the Merger.

(iii) IGG, as the Surviving Corporation, shall, in addition to all rights, privileges, powers, immunities and properties vested in it prior to the Merger, succeed to and possess as a result of the Merger all rights, privileges, powers, immunities, franchises, properties (whether real, personal or mixed, tangible or intangible) and assets of IRM and such rights, privileges, powers, immunities, franchises, properties and assets shall be vested in IGG without further act or deed.

(iv) All rights of creditors and all liens upon, or security interests in, any property of IRM shall be preserved unimpaired; IGG as the Surviving Corporation shall be subject to all of the debts, liabilities and obligations existing prior to the Merger with respect to it and IRM and all of the debts, liabilities and obligations of IRM shall thereafter attach to and be assumed by the Surviving Corporation to the same extent as if said debts, liabilities and obligations had originally been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any debt, liability or obligation or the lien of any indenture, agreement or other instrument executed or assumed prior to the Merger.

(b) Articles of Incorporation, Bylaws and Officers and Directors of Surviving Corporation. Upon the Merger becoming effective:

(i) The Articles of Incorporation of IGG as in effect immediately prior to the Merger becoming effective shall be the Articles of Incorporation of the Surviving Corporation.

(ii) The Bylaws of IGG in effect immediately prior to the Merger becoming effective shall be the Bylaws of the Surviving Corporation until amended in the manner provided by law, the Articles of Incorporation of the Surviving Corporation and/or said Bylaws.

(iii) The officers and directors of IGG immediately prior to the Merger becoming effective shall continue as the officers and directors of the Surviving Corporation for the full unexpired terms of their respective offices or until their respective successors have been duly elected or appointed and qualified.

ARTICLE 4
STATUS OF IGG AND IRM SHARES
UPON THE EFFECTIVE DATE OF THE MERGER

(a) IGG Shares. Upon the Effective Date of the Merger, each share of IGG's capital stock which is issued and outstanding immediately prior to the Effective Date shall constitute the only capital stock of the Surviving Corporation.

(b) IRM Shares. Upon the Effective Date of the Merger, each share of IRM's capital stock which is issued and outstanding immediately prior to the Effective Date of the Merger shall be canceled and retired.

ARTICLE 5
MISCELLANEOUS

(a) Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(c) Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the respective laws of the State of Florida.

(d) Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

(e) Headings. The headings of the sections and articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed on their behalf as of the date first written above.

**IVAX RESEARCH
MANUFACTURING, INC.**, a Florida
corporation

By: Brian F. Shanahan
Name: Brian F. Shanahan
Title: Assistant Secretary

IVAX GOLDEN GLADES, INC., a
Florida corporation

By: Mark Durand
Name: Mark Durand
Title: Sec. V.P. and Treasurer