

**FILED EFFECTIVE**

**ARTICLES OF MERGER  
MERGING  
ADVANCED PROCESS TECHNOLOGIES, INC., A MASSACHUSETTS CORPORATION  
INTO  
INTEGRATED PHARMACEUTICALS, INC., AN IDAHO CORPORATION**

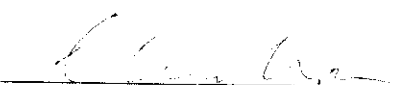
2004 SEP 13 PM 2:23  
STATE OF IDAHO

These Articles of Merger are being filed with the Secretary of State of Idaho pursuant to Section 30-1-1105 of the Idaho Code. It is hereby certified as follows:

1. The constituent business corporations participating in the merger (the "Merger") are:
  - (a) Integrated Pharmaceuticals, Inc., which is incorporated under the laws of the State of Idaho (the "IP"); and
  - (b) Advanced Process Technologies, Inc., which is incorporated under the laws of the Commonwealth of Massachusetts (the "APTI").
2. The Agreement and Plan of Merger is attached hereto as Exhibit A.
3. No shareholder approval for the merger was required because APTI is a wholly owned subsidiary of IP and IP is the surviving corporation. The Merger was approved by resolution of the Board of Directors of IP on November 20, 2003, and by a unanimous consent of the Board of Directors and shareholders of APTI dated January 22, 2004.
4. The merger shall become effective immediately upon the filing of this certificate with the Secretary of State of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, Integrated Pharmaceuticals, Inc., an Idaho corporation, has caused these Articles of Merger to be executed and filed in its corporate name on this 2<sup>nd</sup> day of September, 2004.

**INTEGRATED PHARMACEUTICALS, INC.,  
AN IDAHO CORPORATION**

By:   
Chinmay Chatterjee, Ph.D., President and CEO

IDAHO SECRETARY OF STATE  
09/14/2004 05:00  
CK: 2764 CT: 172605 BH: 765874  
1 @ 30.00 = 30.00 MERGER # 2

C 41356

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER OF  
Advanced Process Technologies, Inc., a Massachusetts Corporation  
WITH AND INTO  
Integrated Pharmaceuticals, Inc., an Idaho Corporation**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of February 10th, 2004 by and between Advanced Process Technologies, Inc. ("APTI"), a corporation organized and existing under the laws of the State of Idaho (APTI being hereinafter sometimes referred to as the "Merging Corporation") and Integrated Pharmaceuticals, Inc. ("Intepharm"), a corporation organized and existing under the laws of the State of Idaho (Intepharm being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors of each of the Constituent Corporations deemed it advisable and in the best interests of the Constituent Corporations that APTI be merged with and into Intepharm, with Intepharm being the Surviving Corporation, under and pursuant to the laws of the Commonwealth of Massachusetts and the State of Idaho and on the terms and conditions set forth herein;

WHEREAS, the Boards of Directors of each of the Constituent Corporations have unanimously adopted and approved this Agreement and directed that the Agreement be submitted to the shareholders of the respective Constituent Corporations for their consideration:

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE I. MERGER**

1.1 Subject to the approval of the shareholders of the Constituent Corporations in accordance with the applicable corporate law, and at such time as the parties hereafter mutually agree, APTI shall be merged with and into Intepharm (the "Merger") in accordance with the laws of the State of Idaho. The separate corporate existence of APTI shall thereby cease, and Intepharm shall be the "Surviving Corporation." The Merger shall be effective upon (a) the filing of this Agreement together with the requisite officer's certificate and/or articles of merger with the Secretary of State of the Commonwealth of Massachusetts in accordance with Massachusetts law and (b) the filing of a counterpart of this Agreement (or a duly executed certificate of merger) with the Secretary of State of Idaho in accordance with Idaho law, the date and time of the later of such filings being hereinafter referred to as the "Effective Time."

1.2 The name which the Surviving Corporation is to have after the merger shall be "Integrated Pharmaceuticals, Inc."

1.3 The purpose of the Surviving Corporation is to carry on any one or more other activities which may be lawfully carried on by a corporation organized under the General Corporation Law of the State of Idaho, as from time to time amended.

1.4 At the Effective Time, the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Certificate of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.5 From and, after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the State of Idaho and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

1.6 If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

## **ARTICLE II. CHARTER AND BYLAWS; DIRECTORS AND OFFICERS**

2.1 The Certificate of Incorporation of Intepharm, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Certificate of

Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Certificate of Incorporation shall be effected by the merger.

2.2 The Bylaws of Intepharm, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

2.3 The persons who are the Directors and officers of Intepharm immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation.

### ARTICLE III. CONVERSION OF SHARES

3.1 The Surviving Corporation presently has authorized one hundred million (100,000,000) shares of which, one hundred million (100,000,000) are \$0.01 par value common stock ("Intepharm Common Stock"), and twenty million (20,000,000) are shares of \$0.10 par value preferred stock ("Intepharm Preferred Stock"). The Surviving Corporation has issued and outstanding approximately 8,629,508 shares of Intepharm Common Stock. It has issued or committed to issue options, warrants or other rights (including convertible notes) with respect to approximately an additional 4,000,000 Intepharm Common Stock.

3.2 All of the Merging Corporation's stock is wholly owned by the Surviving Corporation. The Merging Corporation has not issued or committed to issue and options, warrants or other rights (including convertible notes) with respect to its common stock (the "APTI Common Stock").

3.3 At the Effective Time, each issued and outstanding share of APTI Common Stock owned by Intepharm, which is the sole shareholder of APTI, shall be converted into one (1) share of Intepharm Common Stock. Intepharm shall then canceled and retire such share of APTI Common Stock, which retired shares will resume the status of authorized and unissued shares of Intepharm and no shares of Intepharm or other securities of Intepharm shall be issued with respect thereto.

3.4 As of the Effective Time, Intepharm hereby assumes all obligations of APTI, if any, under any and all employee benefit plans as of said date and with respect to which employee rights or accrued benefits are outstanding as of said date.

### ARTICLE IV. MISCELLANEOUS

4.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the Effective Time, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event

of such determination and the abandonment of this Agreement and Plan of Merger pursuant to the provisions of this Paragraph 4.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

4.2 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

4.3 In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

\*\*\*\*\*

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors of the Constituent Corporations, all as of the day and year first above written.

ADVANCED PROCESS  
TECHNOLOGIES, INC.,  
a Massachusetts Corporation

By: Chinmay Chatterjee  
Name: Chinmay Chatterjee  
Title: President

ATTEST:

Edward O. Fent  
Name: \_\_\_\_\_

INTEGRATED PHARMACEUTICALS,  
INC.,  
An Idaho Corporation

By: Chinmay Chatterjee  
Name: Chinmay Chatterjee  
Title: President

ATTEST:

Edward O. Fent  
Name: \_\_\_\_\_