Industria y Comercio
SUPERINTENDENCIA

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
Rad: 04-077237- -00003-0000
EFS Fec: 2006-07-26 17:56:23 Dep. 2020 NUECREACION
Tra. 11 PATENTEIVII
Eve: 379 FASENACIONALII
Act 329 CTOINFORMACION Folios: 56

FORMULARIO UNICO DE CORRECCIONES Y MODIFICACIONES 2000-10

1 **SOLICITUD DE:**

☐ Corrección de Error Material ☒ Modificación a una solicitud

2 SOLICITANTE		IDENTIFICACION
	Nombre: BIOVAIL LABORATORIES INTERNATIONAL SRL sociedad constituida y existente bajo las leyes de Barbados Dirección: Chelston Park, Building 2, Collymore Rock, St.Michael, Barbados, West Indies Teléfono: 546 09 70 E-mail: clientes@camyp.com Fax: 249 40 70 Domicilio: Collymore Rock, St.Michael, Barbados, West Indies	C.C. ☐ NIT ☐ C.E. ☐ Otro ☐ Número: ______

3 REPRESENTANTE O APODERADO		IDENTIFICACION
	Nombre: Emilio FERRERO Dirección: Carrera 4ª No. 72-35 Teléfono: 347 36 11 E-mail: cavelier@cavelier.com Fax: 217 92 11 Domicilio: Bogotá, Colombia	C.C. ☒ NIT ☐ C.E. ☐ Otro ☐ Número: 438.019 TP 31.929

4 **Número de expediente:** 04.077.237
Clase: A61K 31/437, A61K 9/16, A61K 47/44, A61K 9/00, A61P 25/20

Título del Invento: FORMULACIONES SEDANTES SIN BENZODIAZEPINA

5 **Descripción de la corrección o modificación solicitada:**

La sociedad BIOVAIL LABORATORIES INC. solicitante inicial de la patente de que trata el presente caso, se fusionó con la sociedad BIOVAIL HOLDINGS LTD, quedando como resultado de tal fusión la sociedad BIOVAIL LABORATORIES (2005) INC.

Posteriormente, la sociedad BIOVAIL LABORATORIES (2005) INC. cedió y transfirió en favor de la sociedad BIOVAIL LABORATORIES INTERNATIONAL SRL, todo el derecho , título e interés del cedente en todas sus propiedades, activos y negocios y en general todos los derechos de cualquier naturaleza y tipo a que el cedente tuviera derecho.

Por lo tanto, comedidamente solicito se tenga como solicitante de la patente que se tramita en este expediente a la sociedad **BIOVAIL LABORATORIES INTERNATIONAL SRL.**

6 **Comprobante de pago No.** 06-53.851 **Fecha:** Julio 17, 2006

7 **Anexos:**

☒ Comprobante de pago No. 06-53,851 de la tasa por valor de $95.000.oo.

☒ Copia auténtica del documento de fusión de las sociedades BIOVAIL LABORATORIES INC. y BIOVAIL HOLDINGS LTD., cuyo original fue legalizado por Apostille. Se acompaña este documento de su correspondiente traducción oficial al español.

☒	Copia auténtica del documento de cesión suscrito entre las sociedades BIOVAIL LABORATORIES (2005) INC. y BIOVAIL LABORATORIES INTERNATIONAL SRL., cuyo original fue legalizado por Apostille. Se acompaña este documento de su correspondiente traducción oficial al español.
☒	Poder otorgado por la sociedad BIOVAIL LABORATORIES INTERNATIONAL SRL. en favor de los doctores Emilio FERRERO, Gonzálo PERDOMO, Luz Clemencia de PÁEZ y Germán CAVELIER, junto con el documento que acredita la existencia y representación legal de la compañía, y que hace parte integral del poder.
☐	Certificado de existencia y representación legal, cuando el solicitante sea persona jurídica

8 NOMBRE: EMILIO FERRERO

FIRMA: [signature]
C.C. 438.019 de Usaquén T.P.A. 31.929

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CERTIFICATE

I, **LIZA A. HARRIDYAL-SODHA,** Attorney-at-Law hereby certify that the document attached hereto is a true copy of the Dissolution Agreement dated January 28, 2005 between Biovail Laboratories (2005) Inc. and Biovail Laboratories International SRL.

DATED at St. Michael, Barbados this day of March, 2006.

Liza A. Harridyal-Sodha
Attorney-at-Law

28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

BARBADOS

NOTARIAL CERTIFICATE

I, **GODFREY WINSTON HINDS** Notary Public in and for the Island of Barbados do hereby **CERTIFY** that on the day and the date hereof personally came and appeared before me a female person who identified herself to be **LIZA A. HARRIDYAL-SODHA** the person named and described in the foregoing Certificate and in my presence did sign seal and deliver the same as and for her free and voluntary act and deed.

GIVEN under my hand and Notarial Seal of Office this 02nd day of March, 2006.

$10 Barbados

Notary Public in and for the Island of Barbados
Godfrey W Hinds
DEPUTY REGISTRAR AND AS SUCH
A NOTARY PUBLIC IN
AND FOR BARBADOS
CORPORATE AFFAIRS AND
INTELLECTUAL PROPERTY OFFICE

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

PABLO MENDEZ BARAJAS
NOTARIO (E)

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

1. Country: BARBADOS

   This public document

2. has been signed by GODFREY WINSTON HINDS
3. acting in the capacity of ACTING DEPUTY REGISTRAR AND AS SUCH A NOTARY PUBLIC IN AND FOR THE ISLAND OF BARBADOS
4. bears the seal/~~stamp~~ of THE NOTARY PUBLIC OF BARBADOS

Certified

5. at BRIDGETOWN, BARBADOS 6. the MARCH 07, 2006
7. by HUGHLAND ST. CLAIR ALLMAN, ACTING CHIEF OF PROTOCOL
8. N°. 532/2006

   MINISTRY OF FOREIGN AFFAIRS BARBADOS

9. Seal/stamp 10. Signature

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DISSOLUTION AGREEMENT

THIS AGREEMENT is made January 28, 2005

B E T W E E N:

BIOVAIL LABORATORIES (2005) INC., a corporation existing under the laws of Barbados, with its registered office at Building No. 2, Chelston Park, Collymore Rock, St. Michael, Barbados (the "Transferor")

- and -

BIOVAIL LABORATORIES INTERNATIONAL SRL, duly licensed as an International Society with Restricted Liability under the laws of Barbados, with its registered office at Building No. 2, Chelston Park, Collymore Rock, St. Michael, Barbados (the "Transferee")

RECITALS:

A. The Transferee is the legal and beneficial owner of all the issued and outstanding shares of the capital of the Transferor.

B. The Transferee, as sole shareholder of the Transferor, has authorized the voluntary dissolution of the Transferor under the Companies Act Cap. 308 of the laws of Barbados (the "Act") and the distribution of all of the Transferor's property to the Transferee on the winding-up of the Transferor.

THEREFORE, the parties agree as follows:

1. Effective as at the close of business on the date of this Agreement, the Transferor grants, assigns, transfers, conveys and sets over to the Transferee, as part of the winding-up of the Transferor and the distribution thereon of its property to the Transferee, all of the right, title and interest of the Transferor in and to all of its property, assets and business, both real and personal, movable and immovable, wherever situate, including without limiting the generality of the foregoing, all cash on hand and in the bank, accounts receivable, refunds, rebates, contracts and goodwill including, in particular, the goodwill of the name and all rights of whatsoever nature and kind to which the Transferor is entitled.

2. The Transferee expressly assumes and undertakes to pay and discharge and to indemnify and save harmless the Transferor in respect of all of the remaining liabilities and obligations of the Transferor (if any), but to the extent only of the amount received by the Transferee on the winding-up and distribution provided for herein and in accordance with any limitations in the Act.

3. This Agreement shall not constitute an assignment or attempted assignment of any contract to which the Transferor is a party which is not assignable without the consent or approval of any third party and such consent or approval has not been obtained. Such

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contracts shall be held in trust for the Transferee and performed by the Transferee in the name of the Transferor, and all benefits derived thereunder shall be for the account of the Transferee. The Transferee shall indemnify and save harmless the Transferor from and against all liabilities of every nature and kind arising out of or in any way connected with the performance by the Transferee in the name of the Transferor of any such contract not assigned to the Transferee.

4. The Transferee shall indemnify and save harmless the directors and officers of the Transferor from any and all liabilities of the Transferor, including income taxes, for which the directors and officers of the Transferor may become personally liable by virtue of this Agreement and the distribution of the property of the Transferor to the Transferee resulting from this Agreement.

5. (a) The Transferor constitutes and appoints the Transferee and any director or officer of the Transferee, its successors and assigns, the true and lawful attorney of the Transferor for and in the name of or otherwise on behalf of the Transferor with full power of substitution to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and conveyance of any interest in the property, assets and business, both real and personal, movable and immovable, wherever situate of the Transferor to the Transferee, its successors and assigns.

   (b) The power of attorney set forth above is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor, and such power of attorney being coupled with an interest shall not be revoked by the certificate of dissolution being issued by the Registry of Corporate Affairs or be otherwise revoked.

6. The Transferor and the Transferee shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

7. (a) Time is of the essence in the performance of the respective obligations of the Parties hereto.

   (b) This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of Barbados.

   (c) This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

COMO NOTARIO ... DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
8 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

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IN WITNESS OF WHICH the parties have executed this Agreement on the date first written above.

BIOVAIL LABORATORIES (2005) INC.

Arlene L. Fong
Director

BIOVAIL LABORATORIES INTERNATIONAL SRL

Arlene L. Fong
Manager

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

PABLO MENDEZ BARAJAS
NOTARIO (E)

TRADUCCIÓN OFICIAL 148/2006 DE UN DOCUMENTO ESCRITO EN IDIOMA INGLÉS REALIZADA POR EDUARDO CALADO NOGUERA, TRADUCTOR OFICIAL AUTORIZADO POR RESOLUCIÓN 541 DEL 27 DE FEBRERO DE 1976 DEL MINISTERIO DE JUSTICIA Y DEBIDAMENTE INSCRITO ANTE EL MINISTERIO DE RELACIONES EXTERIORES DE COLOMBIA.

CONVENIO DE DISOLUCIÓN

Este convenio se realiza el 28 de enero de 2005 entre

BIOVAIL LABORATORIES (2005) INC., una sociedad existente de conformidad con las leyes de Barbados, con oficina registrada en Building No. 2, Chelston Park, Collymore Rock, St. Michael, Barbados (el cedente)

Y

BIOVAIL LABORATORIES INTERNATIONAL SRL, debidamente licenciada como sociedad internacional con responsabilidad restringida de acuerdo con las leyes de Barbados, con oficina registrada en Building No. 2, Chelston Park, Collymore Rock, St. Michael, Barbados (el cesionario).

CONSIDERANDOS:

A. El cesionario es el propietario legal y beneficioso de todas las acciones expedidas y en poder del público del capital del cedente.

B. El cesionario, en su calidad de accionista único del cedente, ha autorizado la disolución voluntaria del cedente de acuerdo con la ley de Compañías, Capítulo 308 de las leyes de Barbados ("la ley") y la distribución de toda la propiedad del cedente al cesionario al momento de la disolución del cedente.

POR LO TANTO, las partes acuerdan lo siguiente:

1. A partir de la hora de cierre de negocios de la fecha de este convenio, el cedente concede, transfiere y pasa a favor del

cesionario, como parte de la disolución del cedente y de la distribución de su propiedad al cesionario, todo el derecho, título e interés del cedente en toda sus propiedades, activos y negocios, tanto raíces como muebles, e intangibles, no importa donde se encuentren situados, incluyendo sin limitación de la generalidad de lo anterior, todo el dinero en efectivo y en bancos, cuentas por cobrar, reembolsos, descuentos, contratos y reputación comercial, incluyendo, en particular, la buena reputación comercial del nombre y todos los derechos de cualquier naturaleza y tipo a que el cedente tenga derecho.

2. El cesionario expresamente asume y se compromete a pagar, a finiquitar y a amparar al cedente con respecto a todos las responsabilidades y obligaciones restantes del cedente (en caso de haber alguna) pero solo hasta el punto de la cantidad recibida por el cesionario al momento de la disolución y distribución estipulada en este documento y de acuerdo con cualquier limitación que estipule la ley.

3. Este convenio no constituirá una cesión ni un intento de cesión de ningún contrato del cual el cedente sea parte o que no sea transferible sin el consentimiento o aprobación de cualquier tercero, si dicho consentimiento o aprobación no se haya obtenido. Dichos contratos estarán en fideicomiso para el cesionario y serán ejecutados por el cesionario a nombre del cedente, y todos los beneficios derivados del mismo serán para el cesionario. El cesionario indemnizará y amparará al cedente contra cualquier responsabilidad de cualquier tipo que surgiere o esté relacionada con la ejecución por parte del cesionario a nombre del cedente de cualquier contrato no cedido al cesionario.

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE ESTA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS

4. El cesionario indemnizará y amparará a los directores y funcionarios del cedente contra cualquier responsabilidad del cedente, incluyendo impuestos sobre la renta, por las cuales los directores y funcionarios del cedente puedan ser personalmente responsables por virtud de este convenio y la distribución de la propiedad del cedente al cesionario, resultante de este convenio.

5. (a) El cedente nombra al cesionario y a cualquier director o funcionario del cesionario, sus sucesores y cesionarios, como apoderado legal del cedente para actuar a nombre del mismo con pleno poder de sustitución y para realizar todos los actos, hechos, asuntos y cosas que fueren necesarios para la cesión, transferencia y traspaso de cualquier interés sobre la propiedad, activos y negocios, tanto raíces como personales, móviles e inmóviles, sin importar donde este situados, del cedente al cesionario, sus sucesores y cesionarios.

b) El poder arriba concedido lo hace el cedente al cesionario, en vista de la disolución del cedente y dicho poder combinado con cualquier interés no será revocado por el certificado de disolución que expida el Registro de asuntos societarios o de otra forma.

6. El cedente y el cesionario actuarán con diligencia razonable en todos las cosas y suministrará todas las garantías razonables que se puedan requerir para llevar a cabo las transacciones contempladas por este convenio y cada parte suministrará todos los documentos e instrumentos requeridos por la otra parte que razonablemente se requieran para llevar a cabo el objetivo de este convenio y sus estipulaciones.

2? JUN 2008
NOTARIO (E)

7. (a) El factor tiempo es esencial en la ejecución de las obligaciones respectivas de las partes del presente.

(b) Este convenio es un contrato que será regulado e interpretado de conformidad con las leyes de Barbados.

(c) Este convenio se interpretará para beneficio y será obligatorio para las partes y sus respectivos sucesores y cesionarios.

EN TESTIMONIO DE LO ANTERIOR, las partes han firmado este convenio en la fecha arriba mencionada.

BIOVAIL LABORATORIES (2005) INC.

Firmado: ARLENE L. FONG, director

BIOVAIL LABORATORIES INTERNATIONAL SRL.

Firmado: ARLENE L. FONG, gerente.

CERTIFICACIÓN

Yo, LIZA A. HARRIDYAL-SODHA, abogado por el presente certifico que el documento adjunto es una copia verídica del convenio de disolución de fecha 28 de enero de 2005 entre Biovail Laboratories (2005) Inc. y Biovail Laboratories International SRL.

Fechado el St. Michael, Barbados hoy (dato en blanco) de marzo de 2006.

Firma ilegible. Nombre: LIZA A. HARRIDYAL-SODHA, abogado

BARBADOS

28 JUN 2006

CERTIFICACIÓN NOTARIAL

Yo, GODFREY WINSTON HINDS, notario público para la isla de Barbados por la presente certifico que hoy personalmente compareció ante mi una persona de sexo femenino quien se identificó como LIZA A. HARRIDYAL-SODHA, la persona nombrada y descrita en el certificado precedente y en mi presencia firmó, sello y entregó el mismo, como un acto de su libre albedrío y voluntad.

Expedido bajo mi firma y sello notarial oficial hoy 3 de marzo de 2006.

Firmado: notario público para la isla de Barbados.

GODFREY W HINDS.

A nombre del REGISTRADOR SUPLENTE, NOTARIO PÚBLICO EN Y PARA BARBADOS, OFICINA DE ASUNTOS SOCIETARIOS Y PROPIEDAD INTELECTUAL.

SELLO REALZADO: NOTARIA PÚBLICA DE BARBADOS

APOSTILLA

(CONVENCIÓN DE LA HAYA DEL 5 DE OCTUBRE DE 1961)

1. PAÍS: BARBADOS

Este documento público

2. ha sido firmado por GODFREY WINSTON HINDS

3. quien actúa en su calidad de REGISTRADOR SUPLENTE ENCARGADO Y COMO TAL NOTARIO PÚBLICO DE LA ISLA DE BARBADOS

4. lleva el sello/estampilla del NOTARIO PÚBLICO DE BARBADOS

CERTIFICADO

5. en BRIDGETOWN, BARBADOS. 6. el 7 de marzo de 2006

7. por HUGHLAND ST. CLAIR ALLMAN, JEFE DE PROTOCOLO ENCARGADO

8. No. 532/2006

9. Sello/estampilla: MINISTERIO DE ASUNTOS EXTERIORES, BARBADOS

10. Firma: (ILEGIBLE)

COLO-11256-84-090-9

WPCL002G ID 7852

Bogotá, 12 de junio de 2006.

COMO NOTARIO SEXTO (E) DEL CÍRCULO DE BOGOTÁ, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

BARAJAS NOTARIO (E)

Eduardo Calado N.

Eduardo Calado Noguera
TRADUCTOR OFICIAL
INGLES - ESPAÑOL - INGLES
Res. 541 Febrero de 19..

COMO NOTARIO SEXTO DEL CIRCULO DE SANTAFE DE BOGOTA, HAGO CONSTAR QUE LA(S) FIRMA(S) DE

Eduardo Calado Noguera

COINCIDE(N) CON LA FIRMA REGISTRADA POR EL (ELLOS) EN ESTA NOTARIA

14 JUN 2006

NOTARIA SEXTA

PABLO MENDEZ BARAJAS

NO SE ASUME RESPONSABILIDAD DEL TEXTO

2006 JUN 14 P 12:32

JEFE DE LEGALIZACIONES BOGOTA D.C.

MINISTERIO DE RELACIONES EXTERIORES

456707

Eduardo Calado

LA FIRMA APARECE EN EL DOCUMENTO DESEMPEÑA LAS FUNCIONES INDICADAS

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

PABLO MENDEZ BARAJAS
NOTARIO (E)

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BIOVAIL LABORATORIES INTERNATIONAL SRL

CERTIFICATE

I, **ARLENE L. FONG** of Biovail Laboratories International SRL (the Society) of Chelston Park, Collymore Rock, St. Michael, Barbados do hereby declare that I am a Manager and Secretary of (the Society) and as such, am authorised to make this statement on the Society's behalf. I certify that the Society is a Corporation legally incorporated under the laws of Barbados for the purpose of owning and operating a pharmaceutical business and that the Society is engaged in activities compatible with its corporate purposes.

DATED at St. Michael, Barbados this 5th day of May, 2006.

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

Arlene L. Fong
Manager and Secretary

BARBADOS

NOTARIAL CERTIFICATE

I, **GODFREY WINSTON HINDS** Notary Public in and for the Island of Barbados do hereby **CERTIFY** that on the day and the date hereof personally came and appeared before me a female person who identified herself to be **ARLENE L. FONG** the person named and described in the foregoing Certificate and in my presence did sign seal and deliver the same as and for her free and voluntary act and deed and that she did present the Certificate of Organisation of Biovail Laboratories International SRL which attests to the above-noted statement.

GIVEN under my hand and Notarial Seal of Office this 05th day of ~~April~~ May, 2006.

Barbados $10

Notary Public in and for the Island of Barbados

GODFREY W. HINDS
DEPUTY REGISTRAR AND AS SUCH
A NOTARY PUBLIC IN
AND FOR BARBADOS
CORPORATE AFFAIRS AND
INTELLECTUAL PROPERTY OFFICE

CAVELIE
ABOGA
EDIFIC

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

PABLO MENDEZ BARAJAS
NOTARIO (E)

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

1. Country: BARBADOS

   This public document

2. has been signed by GODFREY WINSTON HINDS
3. acting in the capacity of ACTING DEPUTY REGISTRAR AND AS SUCH A NOTARY PUBLIC IN AND FOR THE ISLAND OF BARBADOS
4. bears the seal/~~stamp~~ of THE NOTARY PUBLIC OF BARBADOS

Certified

5. at BRIDGETOWN, BARBADOS 6. the MAY 08, 2006
7. by HUGHLAND ST. CLAIR ALLMAN, ACTING CHIEF OF PROTOCOL
8. Nº. 657/2006

MINISTRY OF FOREIGN AFFAIRS BARBADOS

9. ~~Seal~~/stamp 10. Signature

CAVELIER
ABOGADOS
EDIFICIÓ SISKI
CARRERA 4a Nº 72-35
BOGOTA, 8.- COLOMBIA

179 **Representación y Poder con autenticación notarial y Apostille para patentes, modelos de utilidad, diseños industriales, marcas de fábrica, nombres comerciales, enseñas, nombres de dominio, lemas comerciales, licencias.**

Representation and Power-of- Attorney with notarial authentication and Apostille for patents, utility models, industrial designs, trademarks, commercial names, trade emblems, domain names, slogans, licenses.

REPRESENTACION Y PODER

REPRESENTATION AND POWER OF ATTORNEY

Yo (nosotros), abajo firmado (s)/I (we), the undersigned

BIOVAIL LABORATORIES INTERNATIONAL SRL

domiciliado (s) en/of Chelston Park, Building 2, Collymore Rock, St.Michael, Barbados, West Indies

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

por el presente nombramos a EMILIO FERRERO, tpa. 31929; GONZALO PERDOMO, tpa. 831; LUZ CLEMENCIA DE PAEZ, tpa. 23555 y GERMAN CAVELIER, tpa. 832, domiciliados en la Carrera 4a N° 72-35, Bogotá, Colombia, en obedecimiento a lo dispuesto en el parágrafo 1o del Artículo 543 del Código de Comercio, el primero como principal y los demás como suplentes, en su orden, como mis (nuestros) representantes en todos los asuntos de propiedad industrial con facultad para recibir notificaciones y nombrar apoderados judiciales o extrajudiciales. El primer representante suplente reemplazará al principal en caso de ausencia o impedimento temporal o definitivo de aquél. La misma regla se aplicará cuando el segundo representante suplente haya de reemplazar al primero, o el tercero al segundo. En tales casos, el representante principal, o el primero, o segundo suplente, en su caso, o ambos, declararán su intención de no ejercer la representación mediante declaración autenticada por Notario Público en Colombia, o por Notario u otro Funcionario Público, o Cónsul de Colombia, en el extranjero; y si se tratare de impedimento, con el certificado respectivo. Si alguno de los nombrados faltare definitivamente, el siguiente tomará su lugar. Cuando cesare la ausencia o impedimento del representante principal, o de su primero o segundo suplentes, en su caso, podrán ejercer la representación, en su orden, uno u otros según el caso, asumiéndola por el solo hecho de ejercerla, cesando en ese momento el ejercicio de la representación por el primero, segundo o tercer suplente en su caso.

Además, confiero (conferimos) poder a los abogados arriba nombrados, para obtener la protección de mi (nuestra) propiedad industrial y contra la competencia desleal, a cuyo efecto autorizo (amos) a los dichos apoderados para que me (nos) representen ante cualesquiera entidades o personas, ejerzan o no jurisdicción, especialmente ante las del orden administrativo, contencioso-administrativo y judicial, así como los tribunales de arbitramento, en

in due compliance with the terms of paragraph 1st. of article 543 of the Commercial Code, do hereby appoint EMILIO FERRERO, tpa. 31929; GONZALO PERDOMO, tpa. 831; LUZ CLEMENCIA DE PAEZ, tpa. 23555 and GERMAN CAVELIER, tpa. 832, domiciled at Carrera 4a N° 72-35, Bogotá, Colombia, the first as principal and the others as alternates, in the order of their appointment, as our representatives for all industrial property matters with faculty to receive notifications and to appoint attorneys in and out of Court. The first alternate shall replace the principal in case of his absence or of temporal or definitive impediment. The same rule will apply when the second alternate representative is to replace the first one, or when the third is to replace the first or second alternates in their turn, or both of them, second. In such cases, the principal representative, or the first or second alternates in their turn, or both of them, shall state their intention not to act as representatives through a declaration given before a Notary Public in Colombia, or before a Notary or another Public Official or a Colombian Consul abroad: and in case of impediment, the appropriate certificate shall suffice. If any of the appointees were to be definitely absent, the following alternate shall take his place. When the absence or impediment of the principal representative, or of the first or second alternate in their turn ceases, the representation can be taken again in their sequence, by the principal, the first or second alternate depending on case, and the mere fact or its exercise will suffice. The exercise of the representation by the first, second or third alternates in their turn shall end at such time.

In addition, we grant a Power of Attorney in favor of the above_named attorneys_at_law so that they may obtain the protection of my (our) industrial property and against the unfair competition, for which purpose I (we) authorize the said attorneys to represent me (us) before any authorities or persons, with or without jurisdiction, specially those administrative, administrative contentious and judicial, as well as before Arbitration Court, in all lo concerniente a los siguientes asuntos: a) Obtención de patentes de invención, modelos de utilidad y diseños industriales; el registro de marcas de fábrica, colectivas, defensivas, de servicio, lemas comerciales, nombres comerciales, enseñas, nombres de dominio, variedades vegetales y denominaciones de origen; su renovación, traspaso, cambio de nombre o domicilio, cancelación voluntaria; y el registro de licencias de uso de esos derechos; b) Las acciones de competencia desleal, protección del consumidor, oposiciones u observaciones, cancelación administrativa y judicial, nulidad, medidas cautelares, concesión de licencias, la tutela, la protección de secretos industriales, y en general los juicios civiles, penales, administrativos o contencioso-administrativos relacionados con estos derechos; acciones y procesos que promovamos o se nos promuevan. Y para que en todos los asuntos arriba determinados, puedan sustituir este mandato, transigir, conciliar, admitir los hechos del proceso, desistir, cancelar, recibir, renunciar, y ratificar los actos de agentes oficiosos.

matters concerning the following: a) Obtainment of patents, utility models and industrial designs; the registration of trademarks, collective, defensive and service marks, slogans, commercial names, trade emblems, domain names, vegetal varieties and denominations of origin; its renewal, assignment, change of name or domicile, voluntary cancellation; and the registration of licenses of use of the above rights; b) Actions of unfair competition, protection to the consumer, oppositions or observations, administrative or Court cancellation, nullity, infringement, granting of licenses, the action for writ mandamus, the protection of trade secrets, and in general the civil, penal, and administrative suits relating to those rights; actions and suits instituted by me (us) or against me (us). And that in all the above matters they may substitute this Power of Attorney, compromise, conciliate, admit the facts of the case, desist, cancel, receive, resign, and ratify acts done by representatives under this power of attorney.

Dado y firmado hoy/Given and signed this 5th MAY 2006

en/in BRIDGETOWN, BARBADOS

por/by ARLENE FONG

MANAGER & SECRETARY

Firma/Signature [signature]

28 JUN 2006

PABLO MENDEZ BARAJAS NOTARIO (E)

BIOVAIL LABORATORIES INTERNATIONAL SRL

[redacted]

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CERTIFICACION NOTARIAL (SOCIEDAD)	NOTARIAL CERTIFICATION (COMPANY)
El infrascrito Notario Certifica: Que la firma que antecede de	The undersigned Notary certifies: That the preceding signature of
es auténtica; que el signatario desempeña actualmente el cargo de	is authentic, that the signatory currently acts in the position of
de la compañía BIOVAIL LABORATORIES INTERNATIONAL SRL	of the company BIOVAIL LABORATORIES INTERNATIONAL SRL
sociedad que actualmente existe y está organizada de acuerdo a las leyes de Barbados	a company currently existing and organized under the laws of Barbados
que la dirección de dicha compañía es Chelston Park, Building 2, Collymore Rock, St.Michael, Barbados, West Indies	that the address is Chelston Park, Building 2, Collymore Rock, St.Michael, Barbados, West Indies
y que el signatario tiene facultad para otorgar este documento.	and that the signatory has the power to grant this document.
Todos los hechos anteriores le constan por haber examinado los documentos respectivos y de todo ello da fe.	The Notary Public is aware and attests to the above facts upon examination of the corresponding documents.
Dado y firmado en	Given and signed in
Ciudad ______	City ______
País ______	Country ______
Hoy ____ del mes de ______ de 200__	This ____ day of ______ 200__

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: ______

This public document

2. has been signed by: ______
3. acting in the capacity of: ______
4. bears the seal/stamp of: ______

Certified

5. at: ______ 6. the ______
7. by ______
8. No. ______
9. Seal/stamp 10. Signature

COMO NOTARIO ... DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

8 JUN 2006

PABLO ... BARAJAS

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FORM 2

SOCIETY NO. 443

SOCIETIES WITH RESTRICTED LIABILITY ACT OF BARBADOS

CERTIFICATE OF ORGANISATION

BIOVAIL LABORATORIES INTERNATIONAL SRL

Name of Society

COMO NOTARIO SEXTO (6) DEL CIRCUITO ... HAGO CONSTAR QUE LA ... CONTENIDO CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

PABLO MENDEZ CARAJAS
NOTARIO (E)

I hereby certify that the above-mentioned Society, the Articles of Organisation of which are attached, was organised under the Societies with Restricted Liability Act of Barbados.

DEP. **Registrar of Corporate Affairs and Intellectual Property**

December 21st, 2004

Date of Organisation

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Form 15

SOCIETIES WITH RESTRICTED LIABILITY ACT OF BARBADOS

REQUEST FOR NAME SEARCH AND NAME RESERVATION

1. Name, Address, telephone number and facsimile number of person making request:

Liza A. Harridyal-Sodha
The Savannah Business Centre
Suite 130, Hastings
Christ Church, Barbados

Telephone Number: **246-228-9888**
Facsimile Number: **246-228-9382**

2. Proposed name or names in order of preference
   (a) **BIOVAIL LABORATORIES INTERNATIONAL SRL**
   (b)
   (c)

3. Main types of business the Society carries on or proposes to carry on:
   (a) **An International Society in accordance with the Societies with Restricted Liability Act 1995-7.**
   (b) **The Society is formed for the purposes of owning and operating a pharmaceutical business, in accordance with the Societies with Restricted Liability Act 1995-7.**
   (c)

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

4. Derivation of name
   Parent Company

5. First name available to be reserved: Yes ☐ No ☒

6. Name is for:
   Organisation

7. If for a change of name, state present name of Society:
   Not Applicable

For Ministry use only

APPROVED

Name reserved until (specify date)

1 ☐
2 ☐
3 ☐

For Director

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

See attached letter if name is not reserved

Date received: 2004-12-21

Request received by: D. Black

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CONSENT

BIOVAIL LABORATORIES INCORPORATED, amalgamated under the Companies Act Cap. 308 of the laws of Barbados on the 16th day of March, 2004, hereby consents to the use of the name **BIOVAIL LABORATORIES INTERNATIONAL SRL** and any variation thereof acceptable to the Registrar by the proposed body corporate, Articles of Organization for which are being filed by Liza A. Harridyal-Sodha and others.

IN WITNESS WHEREOF BIOVAIL LABORATORIES INCORPORATED has hereunto executed this consent under the hands of its proper Officer in that behalf.

Dated at Bridgetown, Barbados this 21st day of December, 2004.

BIOVAIL LABORATORIES INCORPORATED

By: ____________________
Arlene Fong
Director

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE VENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

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CONSENT

BIOVAIL HOLDINGS LTD, incorporated under the Companies Act Cap. 308 of the laws of Barbados on the 23rd day of January, 2001, hereby consents to the use of the name BIOVAIL LABORATORIES INTERNATIONAL SRL and any variation thereof acceptable to the Registrar by the proposed body corporate, Articles of Organization for which are being filed by Liza A. Harridyal-Sodha and others.

IN WITNESS WHEREOF BIOVAIL HOLDINGS LTD has hereunto executed this consent under the hands of its proper Officer in that behalf.

Dated at Bridgetown, Barbados this 21st day of December, 2004.

BIOVAIL HOLDINGS LTD

By: ____________________
Arlene Fong
Director

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

Form 3

SOCIETIES WITH RESTRICTED LIABILITY ACT OF BARBADOS
(Section 23(1) and (2))

NOTICE OF ADDRESS
OR
NOTICE OF CHANGE OF ADDRESS OF REGISTERED OFFICE

1. **Name of Society**

   BIOVAIL LABORATORIES INTERNATIONAL SRL

   Society Number 443

2. **Address of Registered Office**

   Building No. 2, Chelston Park
   Collymore Rock
   St. Michael
   Barbados

3. **Mailing Address**

   Building No. 2, Chelston Park
   Collymore Rock
   St. Michael
   Barbados

4. **If change of address, give previous address of Registered Office.**

   N/A

5.

Date	Signature	Title
December 21, 2004	Liza A. Harridyal-Sodha	Organiser

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO 6

For Ministry use only

Society Number: 443 Filed: 2004-12-21

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

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Form 6

SOCIETIES WITH RESTRICTED LIABILITY OF BARBADOS
(Sections 18)

NOTICE OF MANAGERS
OR
NOTICE OF CHANGE OF MANAGERS

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

1. Name of Society

BIOVAIL LABORATORIES INTERNATIONAL SRL

Society Number 443

2. Notice is given that on the day of , the following person(s) was / were appointed director(s)

Name	Residential Address	Occupation
	N/A	

3. Notice is given that on the day of , the following person(s) ceased to hold office as manager(s)

Name	Residential Address
	N/A

4. The managers of the society as of this date are

Name	Residential Address	Occupation
Eugene N. Melnyk	Beach House, Crane, St. Philip, Barbados	Business Executive
Arlene L. Fong	2 South Point View, Enterprise, Christ Church, Barbados	Business Executive
Paul W. Haddy	B26 Graeme Hall Park, Christ Church, Barbados	Business Executive

5.

Date	Signature	Title
December 21, 2004	**Liza A. Harridyal-Sodha**	**Organiser**

For Ministry use only
Society Number: 443

Filed: 2004-12-21

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

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SOCIETIES WITH RESTRICTED LIABILITY ACT OF BARBADOS

CONSENT TO ACT AS REGISTERED AGENT

I, **LIZA A. HARRIDYAL-SODHA**
Name of Attorney

of **Suite 130, The Savannah Business Centre, Hastings, Christ Church, Barbados**
Business Address

hereby consent to act as the Registered Agent for **BIOVAIL LABORATORIES INTERNATIONAL SRL**
pursuant to the Appointment of Registered Agent dated the **21st of December, 2004**
filed herewith.

Dated this 21st day of December, 2004

CPFO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
2_ JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

Signature of Registered Agent

WITNESS:

Name: Ruth Campbell

Signature: Ruth Campbell

Address: Lovell Rd. Hasliah St. St. John

Occupation: Secretary

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

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Form 19

SOCIETIES WITH RESTRICTED LIABILITY ACT OF BARBADOS

Section (50)

APPOINTMENT OF REGISTERED AGENT

THE STAMP ACT
DULY STAMP
WITH $
DEPUTY REGISTRAR & ADJUDICATOR
BARBADOS

Know all men by these present that **BIOVAIL LABORATORIES INTERNATIONAL SRL of Suite 130, The Savannah Business Centre, Hastings, Christ Church, Barbados** (hereinafter called the "Society") hereby appoints **Liza A. Harridyal-Sodha** as its **Registered Agent of Suite 130, The Savannah Business Centre, Hastings, Christ Church, Barbados** to act as such, and as such to be sued, plead and be impleaded in any Court in Barbados and generally on behalf of the Society within Barbados to accept service of process and to receive all lawful notices and, for the purposes of the Society to do all acts and to execute all deed and other instruments relating to the matters within the scope of this appointment. It is hereby declared that service of process in respect of suits and proceedings against the Society and to lawful notices on the Registered Agent will be binding on the Society for all purposes.

COMO NOTARIO ... DEL CIRCULO ... HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
2 8 JUN 2006
BARAJAS
NOTARIO (E)

BARBADOS
CERTIFIED

Date	Signature	Title
December 21, 2004	Liza A. Harridyal-Sodha	Organiser

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

ZY
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Form 1

SOCIETIES WITH RESTRICTED LIABILITY ACT OF BARBADOS
(Section 5)
ARTICLES OF ORGANISATION

1. Name of Society

BIOVAIL LABORATORIES INTERNATIONAL SRL

Society Number 443

2. The purpose for which the Society was formed
The Society is formed for the purposes of owning and operating a pharmaceutical business, in accordance with the Societies with Restricted Liability Act 1995-7.

3. The duration of the Society (shall not exceed 50 years).
Fifty (50) years.

4. The registered office of the Society in Barbados
Building No. 2, Chelston Park, Collymore Rock, St. Michael, Barbados

5. The name and address of the Society's agent in Barbados
Liza A. Harridyal-Sodha
Suite 130, The Savannah Business Centre, Hastings, Christ Church, Barbados.

6. The classes and any maximum number of quotas that the Society is authorized to issue
The Society is authorized to issue an unlimited number of quotas designated as Common Quotas.

7. Restriction on transfer of quotas
The annexed Schedule I is incorporated into this form.

8. Restriction if any on business the Society may carry on
The Society shall not engage in any business other than the business of an International Society with Restricted Liability as defined in Societies with Restricted Liability Act 1995-7

9. Other provisions if any
The annexed Schedule II is incorporated into this form.

10. Signatories: Date: December 21, 2004

Name	Address	Signature
Liza A. Harridyal-Sodha	**#8 Gunsite, Brittons Hill, St. Michael, Barbados**	[signature]

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (6)

For Ministry use only
Society Number: 443

Filed: 2004-12-21

REGISTERED
SIGNATURE D B
DATE 2004-12-21
CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

Form 1

SOCIETIES WITH RESTRICTED LIABILITY ACT OF BARBADOS

Section (5)

SCHEDULE I TO ARTICLES OF ORGANISATION

Name of Society	Society No. 443
BIOVAIL LABORATORIES INTERNATIONAL SRL	

7. ***Restrictions on Transfer of Quotas:***

In accordance with the Societies with Restricted Liability Act, 1995-7 (the "SRL Act"), a transferee shall not become a member of, or participate in the management of the business affairs of the Society unless all the Members unanimously consent in writing to the transfer. No transfer of quotas in the capital of the Society shall be registered without the approval of the Board of Managers of the Society or of a committee of the Board of Managers of the Society evidenced by resolution. The Board of Managers shall decline to register the transfer of any quotas which is not authorized by the Articles of the SRL Act or which is not effected in the manner prescribed by the Articles or the SRL Act.

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
2 JUN 2006
PABLO MENDOZA ARAJAS
NOTARIO (E)

Name	Address	Signature
Liza A. Harridyal-Sodha	#6 Gunsite, Brittons Hill, St. Michael, Barbados	

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

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Form 1

SOCIETIES WITH RESTRICTED LIABILITY ACT OF BARBADOS

Section (5)

SCHEDULE II TO ARTICLES OF ORGANISATION

Name of Society **Society No.** 443

BIOVAIL LABORATORIES INTERNATIONAL SRL

9. ***Other provisions if any:***

This International Society with Restricted Liability may not:

A. 1. acquire or hold land in Barbados, other than land required for business held by way of lease or tenancy agreement for a term not exceeding the period fixed in the Articles for the duration of the Society or such shorter period as circumstances require;
2. transact business with any person resident in Barbados;
3. take deposits from any person in contravention of the Financial Institutions Act 1996-16.

B. Any invitation to the public to subscribe for quotas or debentures of the Society is prohibited.

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

2 JUN 2008

PABLO MENDEZ BARAJAS NOTARIO (E)

Name	Address	Signature
Liza A. Harridyal-Sodha	#6 Gunsite, Brittons Hill, St. Michael, Barbados	

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

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TRADUCCIÓN OFICIAL 150/2006 DE UN DOCUMENTO ESCRITO EN INGLÉS Y EN ESPAÑOL DE ACUERDO CON EL CUAL **BIOVAIL LABORATORIES INTERNATIONAL SRL,** EMPRESA DOMICILIADA EN CHELSTON PARK, BUILDING 2, COLLYMORE ROCK, ST. MICHAEL, BARBADOS, WEST INDIES, OTORGA PODER A EMILIO FERRERO, TPA 31929, GONZALO PERDOMO, TPA 831; LUZ CLEMENCIA DE PAEZ, TPA 23555 Y A GERMAN CAVELIER, TPA 832.

EXPEDIDO Y FIRMADO HOY 5 DE MAYO DE 2006 EN BRIDGETOWN, BARBADOS, POR ARLENE FONG, GERENTE Y SECRETARIA.

FORMA 2. SOCIEDAD 443

LEY DE BARBADOS SOBRE SOCIEDADES CON RESPONSABILIDAD RESTRINGIDA

CERTIFICADO DE CONSTITUCIÓN

BIOVAIL LABORATORIES INTERNATIONAL SRL

Por la presente certifico que la sociedad arriba mencionada, cuyo certificado de CONSTITUCIÓN se adjunta, fue creada de acuerdo con la Ley de Barbados sobre sociedades con responsabilidad restringida.

Firmado: Registrador de asuntos societarios y propiedad intelectual

Fecha de constitución: 21 de diciembre de 2004.

SOLICITUD DE BÚSQUEDA Y DE RESERVA DE NOMBRE

1. Nombre, dirección y número de teléfono de la persona que haga la solicitud:

LIZA A. HARRIDYAL-SODHA

THE SAVANNAH BUSINESS CENTRE

SUITE 130, HASTINGS

CHRIST CHURCH, BARBADOS

Número de teléfono: 246-228-9888

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUL 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

2. Nombre o nombres propuestos en orden de preferencia

(a) **BIOVAIL LABORAT RIES INTERNATIONAL SRL**

(b)

(c)

3. Tipos principales de negocios que la empresa realiza o se propone realizar:

(a) **Una sociedad internacional de acuerdo con la Ley de sociedades con responsabilidad restringida 1995-7**

(B) **La sociedad está formada con el objeto de poseer y operar una empresa farmacéutica de acuerdo con la Ley de sociedades con responsabilidad restringida 1995-7**

4. Derivación del nombre: empresa matriz

5. Primer nombre disponible para reservar: (DATO EN BLANCO)

6. El nombre es para ORGANIZACION

7. En caso de que sea para cambio de nombre, informar el nombre actual de la empresa: No se aplica

PARA USO SOLO POR EL MINISTERIO

APROBADA.

FECHA DE RECIBO: 21 DE DICIEMBRE DE 2004.

SOLICITUD RECIBIDA POR D. BLACK.

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

CONSENTIMIENTO

BIOVAIL LABORATORIES INCORPORATED, fusionada de acuerdo con la ley de Compañías Capítulo 308 de las leyes de Barbados el 16 de marzo de 2004, por la presente consiente en usar el nombre BIOVAIL LABORATORIES INTERNATIONAL SRL y cualquier variación aceptable del mismo para el registrador, con respecto a su ente corporativo. Su documento de constitución es radicado por LIZA A. HARRIDYAL-SODHA y otros.

En testimonio de lo cual, BIOVAIL LABORATORIES INCORPORATED ha firmado este consentimiento a través de su funcionario adecuado.

Fechado en Bridgetown, Barbados, 21 de diciembre de 2004

BIOVAIL LABORATORIES INCORPORATED

POR: ARLENE FONG, DIRECTOR.

CONSENTIMIENTO

BIOVAIL HOLDINGS LTD, constituida de acuerdo con la ley de compañías Capítulo 308 de las leyes de Barbados el 23 de enero de 2001, por el presente consiente en usar el nombre BIOVAIL LABORATORIES INTERNATIONAL SRL, y cualquier variación del mismo aceptable para el Registrador. Los Artículos de CONSTITUCIÓN son radicados por LIZA A. HARRIDYAL-SODHA y otros.

En testimonio de lo cual, BIOVAIL HOLDINGS LTD ha firmado este consentimiento mediante el funcionario adecuado.

Fechado en Bridgetown, Barbados hoy 21 de diciembre de 2004.

BIOVAIL HOLDINGS LTD.

POR: FIRMA ILEGIBLE

ARLENE FONG, DIRECTOR

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

PABLO MENDEZ BARAJAS NOTARIO (E)

LEY DE BARBADOS SOBRE EMPRESAS DE RESPONSABILIDAD RESTRINGIDA

SECCIONES 23(1) Y (2)

NOTIFICACIÓN DE DIRECCIÓN

O

NOTIFICACIÓN DE CAMBIO DE DIRECCIÓN DE OFICINA REGISTRADA

1. NOMBRE DE LA SOCIEDAD:

BIOVAIL LABORATORIES INTERNATIONAL SRL

SOCIEDAD NÚMERO 443

2. DIRECCIÓN DE OFICINA REGISTRADA

BUILDING NO. 2, CHELSTON PARK

COLLYMORE ROCK

ST. MICHAEL

BARBADOS

3. DIRECCIÓN POSTAL

BUILDING NO. 2, CHELSTON PARK

COLLYMORE ROCK

ST. MICHAEL

BARBADOS

4. EN CASO DE TRATARSE DE CAMBIO DE DIRECCIÓN, INFORMAR LA DIRECCIÓN PREVIA DE LA OFICINA REGISTRADA (NO SE APLICA)

5

FECHA:

21 DE DICIEMBRE DE 2004.

FIRMA: LIZA A. HARRIDYAL-SODHA

TÍTULO: FUNDADOR

SOLO PARA USO DEL MINISTERIO

SOCIEDAD NÚMERO 443

RADICADO EL 21 DE DICIEMBRE DE 2004

NOTIFICACIÓN DE GERENTES

O

NOTIFICACIÓN DE CAMBIO DE GERENTES

1. NOMBRE DE LA SOCIEDAD

BIOVAIL LABORATORIES INTERNATIONAL SRL

SOCIEDAD NÚMERO 443

2 (DATOS EN BLANCO)

3. (DATOS EN BLANCO)

4. LOS GERENTES DE LA SOCIEDAD A ESTA FECHA SON

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NOMBRE	DIRECCIÓN RESIDENCIAL	OCUPACIÓN
EUGENE N. MELNYK	BEACH HOUSE, CRANE, ST PHILIP, BARBADOS	EJECUTIVO
ARLENE L. FONG	2 SOUTH POINT VIEW, ENTERPRISE, CHRIST CHURCH, BARBADOS	EJECUTIVO
PAUL W. HADDY	826 GRAEME HALL PARK CHRIST CHURCH, BARBADOS	EJECUTIVO

FECHA: 21 DE DICIEMBRE DE 2004.

FIRMA: LIZA A. HARRIDYAL-SODHA

TITULO ORGANIZADORA

CONSENTIMIENTO PARA ACTUAR COMO AGENTE REGISTRADO

Yo, LIZA A. HARRIDYAL-SODHA, de SUITE 30, The Savannah Business Centre, Hastings, Christ Church, Barbados, por el presente consiento en actuar como agente registrado para BIOVAIL LABORATORIES INTERNATIONAL SRL de acuerdo con el nombramiento de agente registrado de fecha 21 de diciembre de 2004 y radicado aquí.

Fechado hoy 21 de diciembre de 2004.

Firma del agente registrado.

TESTIGO:

NOMBRE: RUTH CAMPBELL, DIRECCIÓN LOVELL RD, M STR, ST. JOHN

OCUPACIÓN: SECRETARIA

NOMBRAMIENTO DE AGENTE REGISTRADO

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Por el presente se informa a quien corresponda que BIOVAIL LABORATORIES INTERNATIONAL SRL de Suite 130, The Savannah Business Centre, Hastings, Christ Church, Barbados (que a continuación llamaremos la Sociedad) por el presente nombra a LIZA A. HARRIDYAL-SODHA como su agente registrado domiciliado en SUITE 130, The Savannah Business Centre, Hastings, Christ Church, Barbados, para actuar como tal, y quien puede ser demandado, demandar y litigar en cualquier corte de Barbados y en general a nombre de la sociedad dentro de Barbados ser notificado y en general recibir todo tipo de notificaciones jurídicas y dentro de los objetivos de esta sociedad realizar todos los actos y firmar todos los documentos e instrumentos relacionados con los asuntos dentro del ámbito de este nombramiento. Se declara que las notificaciones con respecto a demandas y actuaciones contra la sociedad y con respecto a notificaciones jurídicas al agente registrado serán obligatorias para la sociedad para todo propósito.

FECHA: 21 DE DICIEMBRE DE 2004. FIRMADO: LIZA A. HARRIDYAL-SODHA, ORGANIZADORA.

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

ARTÍCULOS DE CONSTITUCIÓN

1. NOMBRE DE LA SOCIEDAD:

BIOVAIL LABORATORIES INTERNATIONAL SRL

SOCIEDAD NÚMERO 443

2. El objeto social de la sociedad es

La sociedad se constituye para ser propietaria y operar una empresa farmacéutica de acuerdo con la ley de sociedades de responsabilidad restringida 1995-7

3. La duración de la sociedad será por CINCUENTA AÑOS.

4. La oficina registrada de la sociedad en Barbados es Building No. 2, Chelston Park, Collymore Rock, St. Michael, Barbados

5. El nombre y la dirección del agente de la sociedad en Barbados son los siguientes:

LIZA A. HARRIDYAL-SODHA, Suite 130, The Savannah Business Centre, Hastings, Christ Church, Barbados

6. Las clases y el número máximo de cuotas que la sociedad está autorizada a emitir

La sociedad está autorizada a emitir un número ilimitado de cuotas, llamadas cuotas comunes.

7. Restricción en la transferencia de cuotas:

El Cuadro I adjunto queda incorporado a esta forma.

8. Restricción (de existir) relacionada con los negocios que puede realizar la empresa

La sociedad no puede participar en ningún negocio que no sea el de una sociedad internacional con responsabilidad restringida tal como se define en la Ley de sociedades con responsabilidad restringida 1995-7.

9. Otras estipulaciones:

El Cuadro II anexo se incorpora a este formulario

Fecha: 21 de diciembre de 2004

10. Signatarios:

NOMBRE	DIRECCIÓN	FIRMA
Liza A. Harridyal-Sodha	#6 Gunsite, Brittons Hill, St. Michael, Barbados	Ilegible

PARA USO DEL MINISTERIO SOLAMENTE:

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SOCIEDAD 443. PRESENTADO EL 21 DE DICIEMBRE DE 2004

SELLO: REGISTRADO: FIRMA D-B. FECHA 21 DE DICIEMBRE DE 2004

OFICINA DE PROPIEDAD INTELECTUAL Y ASUNTOS SOCIETARIOS

ANEXO I A LOS ARTÍCULOS DE CONSTITUCIÓN

NOMBRE DE LA SOCIEDAD:

BIOVAIL LABORATORIES INTERNATIONAL SRL

SOCIEDAD NÚMERO 443

7. RESTRICCIONES A LA TRANSFERENCIA DE CUOTAS:

De acuerdo con la ley de sociedades con responsabilidad restringida, 1995-7 (Ley SRL) un beneficiario de transferencia de cuotas no se volverá miembro, ni participará en la administración de los asuntos empresariales de la sociedad a menos que todos los miembros expresen unánimemente su consentimiento con la transferencia. Ninguna transferencia de cuotas en el capital de la sociedad se registrará sin contar con la aprobación de la junta de gerentes de la sociedad o de un comité de la junta de gerentes de la sociedad evidenciada por resolución. La junta de gerentes rechazará el registro de transferencia de cuotas que no esté autorizado por los artículos de la Ley SRL o que no se haya efectuado en la forma estipulada por los artículos de la Ley SRL.

NOMBRE	DIRECCIÓN	FIRMA
LIZA A. HARRIDYAL-SODHA	#6 GUNSITE, BRITTONS HILL, ST. MICHAEL, BARBADOS	ILEGIBLE

COMO NOTARIO ... DEL CIRCULO DE BOGOTÁ, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

PABLO ... MÉNDEZ BANAJAS NOTARIO (E)

ANEXO II A LOS ARTÍCULOS DE CONSTITUCIÓN

NOMBRE DE LA SOCIEDAD: BIOVAIL LABORATORIES INTERNATIONAL SRL

SOCIEDAD 443

9. Otras estipulaciones:

Esta sociedad internacional de responsabilidad restringida no podrá:

A. 1. Adquirir o poseer tierras en Barbados, diferentes de los terrenos requeridos para negocios por vía de convenio de alquiler financiero o arrendamiento por un período no mayor al período fijado en los artículos para la duración de la sociedad o por un período menor de acuerdo a lo que requieran las circunstancias:

2. Realizar negocios con cualquier persona residente en Barbados;

3. Recibir depósitos de cualquier persona, contraviniendo la ley de Instituciones Financieras 1996-16.

B. Está prohibida cualquier invitación al público a suscribir cuotas o instrumentos.

Nombre	Dirección	Firma
LIZA A. HARRIDYAL-SODHA	#6 GUNSITE, BRITTONS HILL, ST. MICHAEL, BARBADOS	ILEGIBLE

BIOVAIL LABORATORIES INTERNATIONAL SRL

CERTIFICACIÓN

Yo, ARLENE L. FONG, de Biovail Laboratories International SRL (La sociedad) de Chelston Park, Collymore Rock, St. Michael, Barbados por la presente declaro que soy gerente y secretario de la sociedad y que en mi calidad de tal, estoy autorizado para realizar esta declaración a nombre de la misma. Certifico que la sociedad es una sociedad legalmente constituida bajo las leyes de Barbados con el objeto de poseer y operar una empresa farmacéutica y que ella participa en actividades compatibles con su objeto social.

Fechado en St. Michael, Barbados, hoy 5 de mayo de 2006.

Firmado: ARLENE L. FONG, gerente y secretario

SELLO: BIOVAIL LABORATORIES INTERNATIONAL, SRL.

CERTIFICACIÓN NOTARIAL

Yo, GODFREY WINSTON HINDS, notario público para la isla de Barbados certifico que en la fecha y hora del presente compareció personalmente ante mí una persona de sexo femenino quien se identificó como ARLENE L. FONG, la persona nombrada y descrita en el certificado precedente y en mi presencia firmó y entregó el mismo como un acto de su propia voluntad y libre albedrío y que ella presentó el certificado de constitución de Biovail Laboratories International SRL, que da fe de la afirmación anterior.

Expedido con mi firma y el sello notarial oficial hoy 5 de mayo de 2006.

NOTARIO SEXTO DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO GÓMEZ CARVAJAL
NOTARIO

FIRMA ILEGIBLE

NOTARIO PÚBLICO PARA LA ISLA DE BARBADOS

SELLO: REGISTRADOR SUPLENTE Y COMO TAL NOTARIO PÚBLICO PARA BARBADOS.

OFICINA DE PROPIEDAD INTELECTUAL Y ASUNTOS SOCIETARIOS.

APOSTILLA

(CONVENCIÓN DE LA HAYA DEL 5 DE OCTUBRE DE 1961)

1. PAIS: BARBADOS

Este documento público

2. ha sido firmado por GODFREY WINSTON HINDS

3. quien actúa en su calidad de REGISTRADOR SUPLENTE ENCARGADO Y EN SU CALIDAD NOTARIO PÚBLICO PARA LA ISLA DE BARBADOS

4. y lleva el sello/estampilla de NOTARIO PÚBLICO DE BARBADOS

CERTIFICADO

5. en BRIDGETOWN, BARBADOS 6. el 8 de mayo de 2006

7. por HUGHLAND ST CLAIR ALLMAN, JEFE DE PROTOCOLO ENCARGADO

8. Certificado número 657/2006

9. SELLO: MINISTERIO DE ASUNTOS EXTERIORES, BARBADOS

10. Firma: (ILEGIBLE)

COLO- 15366-706-001-3

WPCL002G ID 7834

Bogotá, 13 de junio de 2006.

Eduardo Calado Noguera
TRADUCTOR OFICIAL
INGLES - ESPAÑOL INGLES
Res. 541. Febrero de 1970

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

COMO NOTARIO SEXTO DEL CIRCULO DE SANTAFE DE BOGOTA, HAGO CONSTAR QUE LA(S) FIRMA(S) DE

Eduardo Calado Noguera

COINCIDE(N) CON LA FIRMA REGISTRADA POR EL (ELLOS) EN ESTA NOTARIA

SANTAFE DE BOGOTA 14 JUN 2006

NOTARIA SEXTA
PABLO MENDEZ BARAJAS
Notario Sexto Encargado

NO SE ASUME RESPONSABILIDAD DEL TEXTO

2006 ... 14 P 12:32

JEFE DE LEGALIZACIONES
BOGOTA D.C.

4 5 b 7 8 5

Eduardo Calado

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

PABLO MENDEZ BARAJAS
NOTARIO (E)

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CERTIFICATE

I, **LIZA A. HARRIDYAL-SODHA,** Attorney-at-Law hereby certify that the document attached hereto is a true copy of the Certificate and Articles of Amalgamation of Biovail Laboratories (2005) Inc. dated January 27, 2005.

DATED at St. Michael, Barbados this day of March, 2006.

Liza A. Harridyal-Sodha
Attorney-at-Law

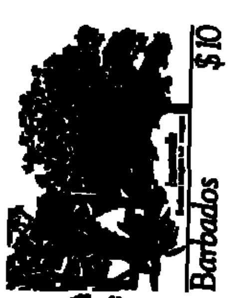
NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

BARBADOS

NOTARIAL CERTIFICATE

I, **GODFREY WINSTON HINDS** Notary Public in and for the Island of Barbados do hereby **CERTIFY** that on the day and the date hereof personally came and appeared before me a female person who identified herself to be **LIZA A. HARRIDYAL-SODHA** the person named and described in the foregoing Certificate and in my presence did sign seal and deliver the same as and for her free and voluntary act and deed.

.**GIVEN** under my hand and Notarial Seal of Office this 02nd day of March, 2006.



Notary Public in and for the Island of Barbados

GODFREY W. HINDS
DEPUTY REGISTRAR AND AS SUCH
A NOTARY PUBLIC IN
AND FOR BARBADOS
CORPORATE AFFAIRS AND
INTELLECTUAL PROPERTY OFFICE

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

PABLO MENDEZ BARAJAS
NOTARIO (E)

APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

1. Country: BARBADOS

This public document

2. has been signed by GODFREY WINSTON HINDS

3. acting in the capacity of ACTING DEPUTY REGISTRAR AND AS SUCH A NOTARY PUBLIC IN AND FOR THE ISLAND OF BARBADOS

4. bears the seal/~~stamp~~ of THE NOTARY PUBLIC OF BARBADOS

Certified

5. at BRIDGETOWN, BARBADOS 6. the MARCH 07, 2006

7. by HUGHLAND ST. CLAIR ALLMAN, ACTING CHIEF OF PROTOCOL

8. N°. 533/2006

MINISTRY OF FOREIGN AFFAIRS BARBADOS

9. Seal/stamp 10. Signature

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FORM 16

COMPANY NO. 2[illegible]

COMO NOTARIO ... DEL CIRCULO ... CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

PABLO MENDEZ BARAJAS
NOTARIO (E)

COMPANIES ACT OF BARBADOS

CERTIFICATE OF AMALGAMATION

BIOVAIL LABORATORIES (2005) INC.
Name of Company

I hereby certify that the above-mentioned Company resulted from the amalgamation of the companies as set out in the attached Articles of Amalgamation.

Dep. Registrar of Companies

January 27th, 2005
Date of Amalgamation

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Form 33

COMPANIES ACT OF BARBADOS

REQUEST FOR NAME SEARCH AND NAME RESERVATION

1. Name, Address and telephone number of person making request:

Liza A. Harridyal-Sodha
The Savannah Business Centre
Suite 130, Hastings
Christ Church, Barbados

Telephone Number: **246-228-9888**

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PAULO MENDEZ BARAJAS
NOTARIO (E)

2. Proposed name or names in order of preference

   (a) **BIOVAIL LABORATORIES (2005) INC.**
   (b)
   (c)

3. Main types of business the company carries on or proposes to carry on:

   (a) **International Business Company under the provisions of the International Business**
   (b) **Companies Act, 1991-24 – Pharmaceutical sales and distribution under Section 6 International Trade & Commerce**

4. Derivation of name: **Subsidiary Company**

5. First name available to be reserved: Yes ☒ No ☐

6. Name is for: **Amalgamation**

7. If for a change of name, state present name of company: **N/A**

8. If for an amalgamation, state names of amalgamating companies:

BIOVAIL LABORATORIES INCORPORATED
BIOVAIL HOLDINGS LTD.

For Ministry use only APPROVED

Name reserved until (specify date)

1 ☐
2 ☐
3 ☐

For Director

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

See attached letter if name is not reserved

Date received:

2005-01-27

Request received by:

D Blackman

SA
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Form 4

COMPANIES ACT OF BARBADOS
(Section 169(1) and (2))

NOTICE OF ADDRESS
OR
NOTICE OF CHANGE OF ADDRESS OF REGISTERED OFFICE

1. Name of Company

   BIOVAIL LABORATORIES (2005) INC.

2. Company Number 24917

3. Address of Registered Office

   Building No. 2, Chelston Park
   Collymore Rock
   St. Michael
   Barbados

4. Mailing Address

   Building No. 2, Chelston Park
   Collymore Rock
   St. Michael
   Barbados

5. If change of address, give previous address of Registered Office.

   N/A

6.

Date:		Signature:		Title:	
	January 27, 2005		**Arlene L. Fong**		**Director**

28 JUN 2006
PABLO ... NOTARIO

For Ministry use only

Company Number: 24917

Filed: 2005-01-27

REGISTERED

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Form 9

COMPANIES ACT OF BARBADOS
(Sections 66 & 74)

NOTICE OF DIRECTORS
OR
NOTICE OF CHANGE OF DIRECTORS

1. Name of Company
BIOVAIL LABORATORIES (2005) INC.

2. Company Number 24914

3. Notice is given that on the 27th day of January, 2005 the following person(s) was / were appointed director(s)

Name	Residential Address	Occupation
Eugene N. Melnyk	**Beach House, Crane, St. Philip, Barbados**	**Business Executive**
Arlene L. Fong	**2 South Point View, Enterprise, Atlantic Shores, Christ Church, Barbados**	**Business Executive**
Paul W. Haddy	**B26 Graeme Hall Park, Christ Church, Barbados**	**Business Executive**

4. Notice is given that on the day of the following person(s) ceased to hold office as director(s)

Name	Residential Address	
N/A		

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTÁ, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
8 JUN 2006
PABLO MÉNDEZ BARAJAS NOTARIO (E)

5. The directors of the company as of this date are:

Name	Residential Address	Occupation
Eugene N. Melnyk	**Beach House, Crane, St. Philip, Barbados**	**Business Executive**
Arlene L. Fong	**2 South Point View, Enterprise, Atlantic Shores, Christ Church, Barbados**	**Business Executive**
Paul W. Haddy	**B26 Graeme Hall Park, Christ Church, Barbados**	**Business Executive**

6.	Date:	Signature:	Title:
	January 27, 2005	**Arlene L. Fong**	**Director**

For Ministry use only

Company Number: 24914

Filed: 2005 01-27

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

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Form 15

COMPANIES ACT OF BARBADOS
(Section 211)
ARTICLES OF AMALGAMATION

1. Name of Company

BIOVAIL LABORATORIES (2005) INC.

2. Company Number 24 914

3. The classes and any maximum number of shares that the Company is authorized to issue.

The company shall be authorised to issue an unlimited number of Common shares

4. Restrictions if any on share transfers

No share in the capital of the Company shall be transferred without the approval of the directors of the Company or of a committee of such directors, evidenced by resolution. The directors may, in their absolute discretion and without assigning any reasons therefor, decline to register any transfer of any share.

5. Number (or minimum and maximum number) of Directors

There shall be a minimum of two (2) and a maximum of ten (10) directors

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

6. Restrictions if any on business the company may carry on

The Company shall not engage in any business other than international business as defined in the International Business Companies Act, 1991-24

7. Other provisions if any

The Company shall not either directly or through other persons offer to the public, for subscription or purchase, any shares or debentures of the Company.

8.

Name of amalgamating Companies	Company Number
1. **BIOVAIL LABORATORIES INCORPORATED**	**23491**
2. **BIOVAIL HOLDINGS LTD.**	**6840**

9.

Date:		Signature:		Title:	
	January 27, 2005		**Arlene L. Fong**		**Director**

For Ministry use only
Company Number: 24914

Filed: 2005-01-27

REGISTERED
SIGNATURE
DATE 2005-01-27
CORPORATE AFFAIRS AND
INTELLECTUAL PROPERTY OFFICE

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THE COMPANIES ACT OF BARBADOS
(Section 211(2))

STATUTORY DECLARATION OF THE DIRECTOR

OF

BIOVAIL LABORATORIES INCORPORATED
AND
BIOVAIL HOLDINGS LTD.

I, ARLENE L. FONG, Business Executive of No. 2 South Point View, Enterprise, Christ Church, Barbados, MAKE OATH AND SAY as follows:

1. That I am a Director of each of Biovail Laboratories Incorporated ("BLI") and Biovail Holdings Ltd. ("BHL").

2. That BLI has agreed to amalgamate with BHL, in accordance with section 206 of the Companies Act, Cap. 308 of the laws of Barbados and in accordance with the terms of the amalgamation agreement dated the 27th day of January, 2005, (the "Amalgamation Agreement") filed herewith and annexed as Exhibit "A" and that the facts stated therein are true and correct to the best of my knowledge, information and belief.

3. That the Amalgamation Agreement was adopted by each of BLI and BHL, the execution thereof being duly authorised by special resolution of the sole shareholder of each of BLI and BHL, certified copies of which are filed herewith and annexed as Exhibits "B" and "C", respectively.

4. That I have reviewed the financial statements for each of BLI and BHL prepared for the period ending December 31st, 2004, and on the basis thereof, to the best of my knowledge information and belief, the balance sheet represents the assets and liabilities of each of BLI and BHL as at the date thereon, and provides reasonable grounds for believing that:-

   (a) each of BLI and BHL are able to pay its liabilities as they become due; and

   (b) no creditor of BLI and BHL will be prejudiced by the amalgamation

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THE COMPANIES ACT OF BARBADOS
(Section 211(2))

STATUTORY DECLARATION OF DIRECTOR

OF

BIOVAIL LABORATORIES INCORPORATED
AND
BIOVAIL HOLDINGS LTD.

---

5. That I have reviewed the pro-forma financial statements for BLI and BHL (the "Amalgamated Companies"), annexed to the Amalgamation Agreement, and on the basis thereof, to the best of my knowledge information and belief, the balance sheet represents the consolidation of the assets and liabilities of each of BLI and BHL, and provides reasonable grounds for believing that:-

   (a) the Amalgamated Companies will be able to pay its liabilities as they become due; and

   (b) the realisable value of the assets of the Amalgamated Companies will not be less than the aggregate of its liabilities and stated capital of all classes.

SWORN TO by the said)
ARLENE L. FONG at)
Bridgetown, Barbados this 27th)
day of January, 2005.)

Arlene L. Fong

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2008
PABLO MENDEZ BARAJAS
NOTARIO (E)

Before me:

Justice of the Peace
R. A. GIBBS
Justice Of The Peace
In and of the Island of Barbados

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BARBADOS

EXHIBIT "A"

AMALGAMATION AGREEMENT

THIS AGREEMENT is made the 27th day of January, 2005

BETWEEN: **BIOVAIL LABORATORIES INCORPORATED**, a company incorporated under the laws of Barbados, and duly licensed as an International Business Company under the International Business Companies Act, with its registered office at Building No. 2, Chelston Park, Collymore Rock, St. Michael, Barbados ("BLI")

AND: **BIOVAIL HOLDINGS LTD.**, a company incorporated under the laws of Barbados, and duly licensed as an International Business Company under the International Business Companies Act, with its registered office at Building No. 2, Chelston Park, Collymore Rock, St. Michael, Barbados ("BHL")

CON EL NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO ... NOTARIO

WHEREAS:

1. BLI is a wholly owned subsidiary of BHL.

2. BHL is a wholly owned subsidiary of Biovail Laboratories International SRL, duly licensed as an International Society with Restricted Liability under the laws of Barbados, with its registered office at Building No. 2, Chelston Park, Collymore Rock, St. Michael, Barbados.

3. It is the intention of BLI and BHL to consolidate their respective business operations, (as well as, all other assets and liabilities) in accordance with the terms of this Amalgamation Agreement, and in pursuance thereof to amalgamate and continue as one company and so establish an amalgamated company (the "Amalgamated Company") in accordance with the Companies Act.

4. Under Barbados law, no gain or loss will be recognized in respect of any property of BLI or BHL that becomes property of the Amalgamated Company in the course of the amalgamation.

In consideration of the premises and of the mutual benefits to be derived therefrom, **IT IS HEREBY AGREED** as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Amalgamation Agreement the following expression shall have the following meaning:

(a) *"Agreement"* means this Amalgamation Agreement between the parties hereto, as amended or modified in accordance with the

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

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COMO NOTARIO ... DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
2[illegible] JUN 2006
[illegible]BLO MENDEZ BARAJAS NOTARIO (E)

terms hereof;

(b) *"Applicable Law"* means the law of any one or more jurisdictions which is applicable to the interpretation of this Amalgamation Agreement, to the amalgamation of the corporate entities BLI and BHL, and the consolidation of their respective businesses, assets, properties and liabilities created hereby, whether by reason of the domicile of any of BLI and BHL, the *situs* of whole or any part of the assets or liabilities of any of BLI and BHL, or other connecting factor (which is admissible under general principles of law, including relevant principles of conflicts of laws) and includes the Governing Law. The parties hereto shall determine the Applicable Law by reference to the Governing Law (as defined in Section 12.1 hereof), except where such party has actual notice of the applicability of another system or systems of law to this Amalgamation Agreement, and each of the parties shall obey the court orders of a court claiming jurisdiction over such party or any part of the assets or liabilities under the control of such party.

1.2 Terms defined elsewhere in this Amalgamation Agreement, unless otherwise indicated, shall have such meaning in every section herein. Capitalised terms not defined in this Amalgamation Agreement, unless the context otherwise requires, shall have the meaning assigned to such terms under the Companies Act.

1.3 Unless the context clearly requires otherwise, the words "hereof" "herein" and "hereunder" and words of similar import, when used in this Amalgamation Agreement, shall refer to this Amalgamation Agreement as a whole and not to any particular section; wherever the word "include" "includes" or "including" is used in any provision of this Amalgamation Agreement, it shall be deemed to be followed by the words "without limitation" unless clearly indicated otherwise.

1.4 The singular includes the plural and the plural includes the singular; and the masculine gender includes the feminine and neuter genders.

1.5 The division of this Amalgamation Agreement into sections, clauses, articles and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

2. AMALGAMATION OF BLI AND BHL

2.1 BLI and BHL **HEREBY AGREE** to amalgamate and continue as one company, the

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COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PAULO MENDEZ BARAJAS NOTARIO (E)

Amalgamated Company, pursuant to the Companies Act in accordance with the terms and conditions of this Agreement.

2.2 Each of BLI and BHL **HEREBY COVENANT AND UNDERTAKE** to take all further necessary corporate action as required under Applicable Law, to give effect to this Agreement, including without limitation, the obtaining of all necessary corporate authorisations, the obtaining of any necessary regulatory authorities and permissions, the filing of Articles of Amalgamation (in the form consistent with the terms of this Agreement), and the execution of all instruments, documents and certificates, to ensure the issue of a Certificate of Amalgamation in the name of the Amalgamated Company.

2.4 Each of BLI and BHL **HEREBY ACKNOWLEDGE** the intention that the amalgamation be effected on January 27th, 2005, (the date of such amalgamation referred to in this Agreement as the "Effective Date").

3. ARTICLES OF AMALGAMATION OF AMALGAMATED COMPANY

3.1 Name: The name of the Amalgamated Company shall be **BIOVAIL LABORATORIES (2005) INC.**

3.2 **Authorised Capital:**

3.2.1 The Amalgamated Company shall be authorised to issue an unlimited number of shares of one class designated Common Shares.

3.3 **Restrictions on Share Transfer:**

3.3.1 No share in the capital of the Amalgamated Company shall be transferred without the approval of the directors of the Amalgamated Company or of a committee of such directors, evidenced by resolution. The directors, in their absolute discretion and without assigning any reasons therefor, may decline to register the transfer of any share.

3.4 **Number of Directors:** There shall be a minimum of two (2) and a maximum of ten (10) directors.

3.5 **Restrictions of Business of Amalgamated Company:** The Amalgamated Company shall not engage in any business other than international business as defined in the International Business Companies Act of Barbados.

3.6 **Other Provisions:**

3.6.1. The Company shall not either directly or through other persons offer to the public, for subscription or purchase, any shares or debentures of the Company.

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

4. **REGISTERED OFFICE**

4.1 Subject to the authority of the directors of the Amalgamated Company to effect a change thereto, the registered office of the Amalgamated Company shall be:-
Building No. 2
Chelston Park
Collymore Rock
St. Michael, Barbados

4.1 Subject to the authority of the directors of the Amalgamated Company to effect a change thereto, the mailing address of the Amalgamated Company shall be:-
Building No. 2
Chelston Park
Collymore Rock
St. Michael, Barbados

5. **DIRECTORS**

5.1 The directors of the Amalgamated Company, appointed effective immediately upon the amalgamation, shall be as follows:-

Name	Address
Eugene N. Melnyk	Beach House, Crane, St. Phillips, Barbados
Arlene L. Fong	2 South Point View, Enterprise, Atlantic Shores, Christ Church, Barbados
Paul W. Haddy	B26 Graeme Hall Park, Christ Church, Barbados

6. **BY-LAWS**

6.1 The by-laws and other rules and regulations with regard to the administration of the affairs of the Amalgamated Company having the force of by-laws in accordance with the Companies Act, shall be in the form of the consolidated By-Laws (the "By-Laws"), annexed hereto as Schedule I and incorporated herein.

6.2 The By-Laws shall be adopted at the first meeting of the Board of Directors of the Amalgamated Company as By Law No.1, and shall be executed in accordance with the resolution of the Amalgamated Company.

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CERTIFICO: QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS NOTARIO (E)

7. SHARE CAPITAL

7.1 It is hereby acknowledged by each of BLI and BHL, that the following accurately represents the share ownership of BLI and BHL respectively, at the date hereof:

BLI
Common Shares

DATE ISSUED	SHAREHOLDER	CERTIFICATE	NUMBER OF SHARES	STATED CAPITAL [USD$]
March 16th, 2004	Biovail Holdings Ltd.	1	1,295,992,384	$ 850,667,370.00

- **Share Certificate No. 1 is pledged to the Bank of Nova Scotia, as Agent pursuant to the Hypothecation Agreement of December 18th, 2003.**

Class A Preference Shares

DATE ISSUED	SHAREHOLDER	CERTIFICATE	NUMBER OF SHARES	STATED CAPITAL [USD$]
March 16th, 2004	Biovail Holdings Ltd.	1A	431,200,000	$ 320,000,000

- **Share Certificate No. 1A is pledged to the Bank of Nova Scotia, as Agent pursuant to the Hypothecation Agreement of December 18th, 2003.**

BHL
Common Shares

DATE ISSUED	SHAREHOLDER	CERTIFICATE	NUMBER OF SHARES	STATED CAPITAL [USD$]
January 26, 2005	Biovail Laboratories International SRL	13	1,370,239,920	$ 898,354,370

7.2.1.1 With effect immediately upon the issue of the Certificate of Amalgamation in the terms of Articles of Amalgamation filed in accordance with and pursuant to this Agreement, every one (1) Common Share issued and outstanding in the capital of BHL shall be converted into one (1) Common Share of the Amalgamated Company, and the aggregate of the stated capital amounts maintained in respect of the Common Shares shall be transferred, credited and added to the stated capital account maintained in respect of the Common Shares of the Amalgamated Company.

7.2.1.2 The holders of the issued and outstanding Common Shares of BHL shall be required to forward to the Secretary of the Amalgamated Company all share certificates evidencing the issue of such shares and the Secretary shall issue share certificates of the Amalgamated Company in accordance with section 7.2.1.1 of this Agreement.

REGISTERED COPYRIGHT, MARKS AND INTELLECTUAL PROPERTY OFFICE

7.3.1.1 With effect immediately upon the issue of the Certificate of Amalgamation in the terms of Articles of Amalgamation filed in accordance with and pursuant to this Agreement, every Common Share and Preferred Share issued and outstanding in the capital of BLI shall be cancelled without any repayment of capital in respect thereof, in accordance with section 207(2) of the Companies Act.

7.3.1.2 The holder of the issued and outstanding Common Shares of BLI shall cause to forward to the Secretary of the Amalgamated Company all share certificates evidencing the issue of such shares and the Secretary shall cancel these share certificates in accordance with this section 7.3.1.1 of this Agreement.

7.4 Upon the Effective Date of Amalgamation, the issued and outstanding Common Shares in the capital of the Amalgamated Company, all of which shall be issued in the name of **Biovail Laboratories International SRL** and the stated value thereof shall be as follows:

Shareholder	Class	Number of Shares	Stated Capital (US$)	
Biovail Laboratories International SRL	Common	1,370,239,920	$	898,354,370

8. STATEMENTS OF SOLVENCY

8.1 BLI hereby represents and covenants to BHL as follows:-

(a) that there are reasonable grounds for believing that:-
   (i) BLI is able to pay its liabilities as they become due; and

(b) that there are reasonable grounds for believing that:-
   (i) no creditor of BLI will be prejudiced by the amalgamation, or
   (ii) adequate notice has been given to all known creditors of BLI, and no creditor objects to the amalgamation of BLI with BHL, otherwise than on grounds that are frivolous or vexatious.

8.2 BHL hereby represents and covenants to BLI as follows:-

(a) that there are reasonable grounds for believing that:-
   (i) BHL is able to pay its liabilities as they become due; and

(b) that there are reasonable grounds for believing that:-
   (i) no creditor of BHL will be prejudiced by the amalgamation, or
   (ii) adequate notice has been given to all known creditors of BHL, and no creditor objects to the amalgamation of BHL with BLI, otherwise than on grounds that are frivolous or vexatious.

8.3 Each of BLI and BHL, as a basis of giving effect to the amalgamation, confirms as follows:-

(a) that there are reasonable grounds for believing that:-

(i) the Amalgamated Company will be able to pay its liabilities as they become due, and

(ii) the realisable value of the assets of the Amalgamated Company will not be less than the aggregate of its liabilities and stated capital of all classes.

8.4 Each of BLI and BHL shall through their respective directors give a statutory declaration in the following terms, (such statutory declaration to be filed with the Registrar of Corporate Affairs), together with the Articles of Amalgamation:-

(a) that there are reasonable grounds for believing that:-

(i) each of BLI and BHL is and the Amalgamated Company will be able to pay its liabilities as they become due, and

(ii) the realisable value of the assets of the Amalgamated Company will not be less than the aggregate of its liabilities and stated capital of all classes; and

(b) that there are reasonable grounds for believing that:-

(i) no creditor of BLI and BHL will be prejudiced by the amalgamation, or

(ii) adequate notice has been given to all known creditors of BLI and BHL, and no creditor objects to the amalgamation of BLI and BHL, otherwise than on grounds that are frivolous or vexatious.

9. LEGAL EFFECT OF AMALGAMATION

9.1 Notwithstanding any further effect or result, arising by operation of Applicable Law, as of the Effective Date of the amalgamation under Applicable Law, BLI and BHL, shall continue as one Amalgamated Company, with the result and effect referenced in this Amalgamation Agreement.

9.2 The Amalgamated Company shall possess all the property, rights, assets, privileges and licenses as such exist immediately before the amalgamation and shall be subject to all contracts, liabilities, debts and obligations as such exist immediately before the amalgamation of BLI and BHL, and each of these.

9.3 All rights of creditors against the property, rights, privileges and licenses of BLI and BHL; and all liens upon their property, rights and assets shall be unimpaired by such amalgamation and all debts, contracts, liabilities and duties of BLI and BHL shall therefor attach to the Amalgamated Company and may be enforced against it.

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10. CONSOLIDATION OF ASSETS AND LIABILITIES

10.1 As of the Effective Date of the amalgamation under Applicable Law, all assets, liabilities and outstanding capital of BLI and BHL shall be consolidated.

10.2 Without restricting or limiting the generality of the foregoing or the obligation under any Applicable Law, the consolidated financial statements of the Amalgamated Company, shall be in the form presented and annexed hereto as Schedule II and incorporated herein.

11. CORPORATE AUTHORISATIONS AND UNDERTAKINGS

11.1 The Board of Directors of each of the amalgamating companies shall do all things necessary to secure compliance with all Applicable Law, including without limitation:-

(a) obtaining all governmental and other regulatory permissions, consents or licences, necessary or advisable to give effect to the terms of this Agreement;

(b) obtaining all necessary corporate authorisations (including without limitation the approval of the shareholders of each of BLI and BHL, pursuant to section 209 of the Companies Act);

(c) obtaining all necessary consents for the amalgamation of BLI and BHL as may be required under any agreement, indenture or other instrument to which the respective company is a party or by which that company or its property or undertaking may be charged or affected;

(d) completing the establishment by amalgamation of the Amalgamated Company on, or as soon as reasonably practicable after the Effective Date; and

(e) upon the issue of the Certificate of Amalgamation in the name of the Amalgamated Company, taking all steps necessary or advisable to obtain the issue of an issue of an exempt insurance licence to the Amalgamated Company as an exempt insurer authorised to engage in general insurance business and long term insurance business.

11.2 BLI and BHL may by action of their respective Board of Directors assent to any alteration or modification of this Agreement which the shareholders of the respective companies or the appropriate regulatory authorities may approve.

12. GOVERNING LAW AND EFFECT

12.1 This Amalgamation Agreement is intended to take effect and be governed by the laws of Barbados (the "Governing Law").

12.2 Each of BLI and BHL HEREBY UNDERTAKE to take all further necessary corporate action as required under Applicable Law, to ensure that this Agreement is given effect to as intended under the Governing Law.

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ES FOTOCOPIA ... DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2008

PABLO MENDEZ BARAJAS
NOTARIO (E)

IN WITNESS WHEREOF this Agreement is executed the day and year first before written.

SIGNED by Arlene L. Fong)
for and on behalf of **Biovail Laboratories Incorporated**)
in the presence of:-)

Name:
Address:

Occupation: LIZA HARRIDYAL-SODHA
ATTORNEY-AT-LAW
THE SAVANNAH BUSINESS CENTRE
SUITE 130, HASTINGS
CHRIST CHURCH, BARBADOS

SIGNED by Arlene L. Fong)
for and on behalf of **Biovail Holdings Ltd.**)
in the presence of:-)

Name:
Address:

Occupation: LIZA HARRIDYAL-SODHA
ATTORNEY-AT-LAW
THE SAVANNAH BUSINESS CENTRE
SUITE 130, HASTINGS
CHRIST CHURCH, BARBADOS

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COMPANIES ACT OF BARBADOS
(Sections 211)

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

ARTICLES OF AMALGAMATION

Name of Company: Company No.

BIOVAIL LABORATORIES (2005) INC.

EXHIBIT B

RESOLVED as a Special Resolution of **BIOVAIL LABORATORIES INCORPORATED ("BLI")**:

1. Pursuant to section 208 of the Companies Act, that BLI amalgamate with Biovail Holdings Ltd. ("BHL").

2. That the terms of the Amalgamation Agreement, and the amalgamation of BLI and BHL in accordance with the terms thereof, be approved, ratified and confirmed.

3. That the Articles of Amalgamation in the form annexed hereto, be filed with the Registrar of Corporate Affairs, Barbados, as the Articles of Amalgamation of the Amalgamated Company (as defined in the Amalgamation Agreement), and specifically the following terms thereof, be approved:
   (a) the name of the Amalgamated Company shall be Biovail Laboratories (2005) Inc.
   (b) the authorization for the Amalgamated Company to issue an unlimited number of Common Shares;
   (c) the inclusion of the stated restrictions on transfer on the shares of the Amalgamated Company;
   (d) the provision for a minimum of two (2) and a maximum of ten (10) directors of the Amalgamated Company;
   (e) the restrictions on business activity of the Amalgamated Company to ensure compliance with the regulatory requirements applicable to international business companies; and
   (f) the restrictions on a public distribution of the securities of the Amalgamated Company;

   (each of the Amalgamation Agreement, the Articles of Amalgamation and all other documents to effect the amalgamation of BLI and BHL together with (i) any and all revisions or amendments thereto and all substitutions and replacements therefor on the terms and conditions therein provided, and (ii) all further documents as contemplated in the above resolutions, including without limitation a special resolution of the shareholder of each of BLI and BHL, to approve the Amalgamation, referred to collectively as the "Amalgamation Documents").

4. That any one officer or director of BLI is authorized and directed on behalf of BLI to deliver Articles of Amalgamation, in duplicate, in the prescribed form to the appropriate authorities under the Companies Act and to sign and execute all Amalgamation Documents and do all things necessary in connection with the foregoing.

REGISTERED

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COMPANIES ACT OF BARBADOS
(Sections 211)

ARTICLES OF AMALGAMATION

Name of Company:	Company No. 49917
BIOVAIL LABORATORIES (2005) INC.	

I, Arlene L. Fong, do hereby certify that I am a Director of BIOVAIL LABORATORIES INCORPORATED, an international business company incorporated and existing under the Laws of Barbados, and that the above is a true and correct copy of the Special Resolution duly adopted by Biovail Laboratories Incorporated in accordance with the Laws of Barbados on 27th day of January, 2005 and that such resolution is now in full force and effect.

Dated this 27th day of January, 2005.

8 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

Name: Arlene L. Fong
Title: Director

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

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COMPANIES ACT OF BARBADOS
(Sections 211)

ARTICLES OF AMALGAMATION

Name of Company: Company No.

BIOVAIL LABORATORIES (2005) INC.

COMO NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
MENDEZ BARAJAS NOTARIO (E)

EXHIBIT C

RESOLVED as a Special Resolution of **BIOVAIL HOLDINGS LTD.** ("**BHL**"):

1. Pursuant to section 208 of the Companies Act, that BHL amalgamate with **Biovail Laboratories Incorporated** ("BLI")

2. That the terms of the Amalgamation Agreement, and the amalgamation of BHL and BLI in accordance with the terms thereof, be approved, ratified and confirmed.

3. That the Articles of Amalgamation in the form annexed hereto, be filed with the Registrar of Corporate Affairs, Barbados, as the Articles of Amalgamation of the Amalgamated Company (as defined in the Amalgamation Agreement), and specifically the following terms thereof, be approved:
   (a) the name of the Amalgamated Company shall be Biovail Laboratories (2005) Inc.;
   (b) the authorisation for the Amalgamated Company to issue an unlimited number of Common Shares;
   (c) the inclusion of the stated restrictions on transfer on the shares of the Amalgamated Company;
   (d) the provision for a minimum of two (2) and a maximum of ten (10) directors of the Amalgamated Company;
   (e) the restrictions on business activity of the Amalgamated Company to ensure compliance with the regulatory requirements applicable to international business companies; and
   (f) the restrictions on a public distribution of the securities of the Amalgamated Company;

   (each of the Amalgamation Agreement, the Articles of Amalgamation and all other documents to effect the amalgamation of BHL and BLI together with (i) any and all revisions or amendments thereto and all substitutions and replacements therefor on the terms and conditions therein provided, and (ii) all further documents as contemplated in the above resolutions, including without limitation a special resolution of the shareholder of each of BLI and BHL, to approve the Amalgamation, referred to collectively as the "Amalgamation Documents").

4. That any one officer or director of BHL is authorized and directed on behalf of BHL to deliver Articles of Amalgamation, in duplicate, in the prescribed form to the appropriate authorities under the Companies Act and to sign and execute all Amalgamation Documents and do all things necessary in connection with the foregoing.

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

COMPANIES ACT OF BARBADOS
(Sections 211)

ARTICLES OF AMALGAMATION

Name of Company:	Company No.
BIOVAIL LABORATORIES (2005) INC.	

COMO NOTARIO 38 DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE ME TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ DARAJAS
NOTARIO (E)

I, Arlene L. Fong, do hereby certify that I am a Director of BIOVAIL HOLDINGS LTD., an international business company incorporated and existing under the Laws of Barbados, and that the above is a true and correct copy of the Special Resolution duly adopted by Biovail Holdings Ltd. in accordance with the Laws of Barbados on 27th day of January, 2005 and that such resolution is now in full force and effect.

Dated this 27th day of January, 2005.

Name: Arlene L. Fong
Title: Director

REGISTERED CORPORATE AFFAIRS AND INTELLECTUAL PROPERTY OFFICE

TRADUCCIÓN OFICIAL 146/2006 DE UN DOCUMENTO ESCRITO EN IDIOMA INGLÉS REALIZADA POR EDUARDO CALADO NOGUERA, TRADUCTOR OFICIAL AUTORIZADO POR RESOLUCIÓN 541 DEL 27 DE FEBRERO DE 1976 DEL MINISTERIO DE JUSTICIA Y DEBIDAMENTE INSCRITO ANTE EL MINISTERIO DE RELACIONES EXTERIORES DE COLOMBIA.

FORMA 16

COMPAÑÍA 24914

LEY DE COMPAÑÍAS DE BARBADOS

CERTIFICADO DE FUSIÓN

BIOVAIL LABORATORIES (2005) INC.

Por el presente certifico que la compañía arriba mencionada resultó de la fusión de las compañías enumeradas en los artículos de fusión adjuntos.

FIRMA ILEGIBLE: REGISTRADOR DE COMPAÑÍAS

Fecha de la fusión: 27 de enero de 2005.

LEY DE COMPAÑÍAS DE BARBADOS

SOLICITUD DE BÚSQUEDA Y DE RESERVA DE NOMBRE

1. Nombre, dirección y número de teléfono de la persona que haga la solicitud:

LIZA A. HARRIDYAL-SODHA

THE SAVANNAH BUSINESS CENTRE

SUITE 130, HASTINGS

CHRIST CHURCH, BARBADOS

Número de teléfono: 246-228-9888

2. Nombre o nombres propuestos en orden de preferencia

(a) **BIOVAIL LABORATORIES (2005) INC.**

(b)

(c)

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3. Tipos principales de negocios que la empresa realiza o se propone realizar:

(a) Empresa de negocios internacionales de acuerdo con la Ley de Compañías Internacionales, 1991-24 - Venta y distribución de productos farmacéuticos bajo la Sección 6 de Comercio y Negocios internacionales.

4. Derivación del nombre: compañía subsidiaria

5. Primer nombre disponible para reservar: Sí (X)

6. El nombre es para FUSIÓN

7. En caso de que sea para cambio de nombre, informar el nombre actual de la empresa: No se aplica

8. Si es para fusión, informar los nombres de las empresas fusionadas

BIOVAIL LABORATORIES INCORPORATED

BIOVAIL HOLDINGS LTD

PARA USO SOLO POR EL MINISTERIO

APROBADA.

FECHA DE RECIBO: 27 DE ENERO DE 2005.

SOLICITUD RECIBIDA POR (FIRMA ILEGIBLE)

FORMA 4

LEY DE COMPAÑÍAS DE BARBADOS (SECCIÓN 169(1) Y (2))

NOTIFICACIÓN DE DIRECCIÓN O NOTIFICACIÓN DE CAMBIO DE DIRECCIÓN DE OFICINA REGISTRADA

1. Nombre de la compañía: **BIOVAIL LABORATORIES (2005) INC.**

2. NÚMERO DE COMPAÑÍA: 24917

3. DIRECCIÓN DE LA OFICINA REGISTRADA:

BUILDING NO. 2, CHELSTON PARK

COLLYMORE ROCK

COMO NOTARIO SEXTO (E) DEL CÍRCULO DE BOGOTÁ, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS
NOTARIO (E)

ST. MICHAEL

BARBADOS

4. DIRECCIÓN POSTAL

BUILDING NO. 2, CHELSTON PARK

COLLYMORE ROCK

ST. MICHAEL

BARBADOS

5. En caso de cambio de dirección, informar la dirección previa de la oficina registrada

NO SE APLICA

6.

FECHA: 27 DE ENERO DE 2005. FIRMADO: ARLENE L. FONG

TÍTULO: DIRECTOR

SOLO PARA USO DEL MINISTERIO: NÚMERO DE COMPAÑÍA 24917. RADICADO EL 27 DE ENERO DE 2005.

Forma 9

LEY DE COMPAÑÍAS DE BARBADOS

SECCIONES 66 & 74

NOTIFICACIÓN DE DIRECTORES O NOTIFICACIÓN DE CAMBIO DE DIRECTORES

1. Nombre de la compañía

BIOVVAIL LABORATORIES (2005) INC.

2. NÚMERO DE COMPAÑIA: 24914

3. SE NOTIFICA QUE EL 27 DE ENERO DE 2005, LAS SIGUIENTES PERSONAS FUERON NOMBRADAS DIRECTORES

NOMBRE	DIRECCIÓN RESIDENCIAL	OCUPACIÓN
EUGENE N. MELNYK	BEACH HOUSE, CRANE, ST. PHILIP, BARBADOS	EJECUTIVO DE EMPRESA
ARLENE L. FONG	2 SOUTH POINT VIEW,	EJECUTIVO DE EMPRESA

	ENTERPRISE, ATLANTIC SHORES, CHRIST CHURCH, BARBADOS	
PAUL W. HADDY	B26 GRAEME HALL PARK, CHRIST CHURCH, BARBADOS	EJECUTIVO DE EMPRESA

4. NO SEA APLICA

5. LOS DIRECTORES DE LA COMPAÑIA A ESTA FECHA SON:

NOMBRE	DIRECCIÓN RESIDENCIAL	OCUPACIÓN
EUGENE N. MELNYK	BEACH HOUSE, CRANE, ST. PHILIP, BARBADOS	EJECUTIVO DE EMPRESA
ARLENE L. FONG	2 SOUTH POINT VIEW, ENTERPRISE, ATLANTIC SHORES, CHRIST CHURCH, BARBADOS	EJECUTIVO DE EMPRESA
PAUL W. HADDY	B26 GRAEME HALL PARK, CHRIST CHURCH, BARBADOS	EJECUTIVO DE EMPRESA

6. FECHA: 27 DE ENERO DE 2005.

FIRMA: ARLENE L. FONG. (FIRMA ILEGIBLE)

Para uso del ministerio solamente:

Número de la compañía: 24914. Radicado el 27 de enero de 2005.

SELLO: REGISTRADO, OFICINA DE PROPIEDAD INTELECTUAL Y ASUNTOS SOCIETARIOS.

LEY DE COMPAÑÍAS DE BARBADOS

28 JUN 2006

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NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA
28 JUN 2006
PABLO MENDEZ BARAJAS NOTARIO (E)

SECCIÓN 211

ARTÍCULOS DE FUSIÓN

1. Nombre de la compañía:

BIOVAIL LABORATORIES (2005) INC.

2. NÚMERO DE LA COMPAÑÍA: 24914

3. Tipo y máximo número de acciones que la compañía está autorizada a

emitir.

La compañía está autorizada a emitir una cantidad ilimitada de acciones

Ordinarias.

4. Restricciones a las transferencias de acciones (en caso de existir)

Ninguna acción del capital de la compañía se transferirá sin la aprobación de los directores de la misma o de un comité de dichos directores, evidenciada con una resolución. Los directores pueden, dentro de su absoluta discreción y sin aducir razones para ello, declinar registrar cualquier transferencia de acción.

5. Número (mínimo y máximo) de directores

Habrá un mínimo de dos directores y un máximo de diez.

6. Restricciones sobre las actividades de la compañía (en caso de haber alguna)

La compañía no participará en ningún negocio diferente de los negocios internacionales definidos en la Ley de Empresas Internacionales, 1991-94.

7. Otras estipulaciones:

La compañía no podrá directamente o indirectamente a través de terceros ofrecer al público, para suscripción o venta, ningunas acciones o valores de la compañía.

-6- 69 294

8. Nombre de las empresas fusionadas

1. BIOVAIL LABORATORIES INCORPORATED -NÚMERO 23491

2. BIOVAIL HOLDINGS LTD. NÚMERO 6840

9. FECHA: 27 DE ENERO DE 2005. FIRMADO: ARLENE L. FONG. TÍTULO DIRECTOR.

PARA USO DEL MINISTERIO SOLAMENTE

NÚMERO DE COMPAÑÍA 24914.

FECHA DE RADICACIÓN 27 DE ENERO DE 2005

SELLO: REGISTRADA, FIRMA: ILEGIBLE. FECHA: 27 DE ENERO DE 2005

OFICINA DE ASUNTOS SOCIETARIOS Y PROPIEDAD INTELECTUAL.

CERTIFICACIÓN

Yo, LIZA A. HARRIDYAL-SODHA, abogado, por la presente certifico que el documento adjunto es una copia verídica del certificado y artículos de fusión de BIOVAIL LABORATORIES (2005) Inc., de fecha 27 de enero de 2005.

Fechado en St. Michael, Barbados hoy (dato en blanco) de marzo de 2006.

FIRMADO: LIZA A. HARIDYAL-SODHA, abogado

BARBADOS

NOTARIO SEXTO (6) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

NOTARIO

CERTIFICACIÓN NOTARIAL

Yo, GODFREY WINSTON HINDS, notario público para la isla de Barbados, por el presente certifico que en la fecha compareció personalmente ante mi una persona de sexo femenino que se identificó como LIZA A. HARRIDYAL-SODHA, la persona nombrada y descrita en el certificado precedente y en mi presencia firmó y entregó el mismo como un acto de su propia voluntad y albedrío.

Expedido bajo mi firma y sello notarial oficial hoy 3 de marzo de 2006.

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FIRMADO NOTARIO PÚBLICO EN Y PARA LA ISLA DE BARBADOS

SELLO: REGISTRADOR SUPLENTE Y COMO TAL, NOTARIO PÚBLICO EN Y PARA BARBADOS. OFICINA DE ASUNTOS SOCIETARIOS Y PROPIEDAD INTELECTUAL.

APOSTILLA

(CONVENCIÓN DE LA HAYA DEL 5 DE OCTUBRE DE 1961)

1. PAÍS: BARBADOS

Este documento público

2. ha sido firmado por GODFREY WINSTON HINDS

3. quien actúa en su calidad de SECRETARIO DE ESTADO SUPLENTE Y COMO TAL NOTARIO PÚBLICO PARA LA ISLA DE BARBADOS

4. lleva el sello DEL NOTARIO PÚBLICO DE BARBADOS

CERTIFICADO

5. en BRIDGETOWN, BARBADOS 6. el 7 de marzo de 2006

7. por HUGHLAND ST. CLAIR ALLMAN, JEFE DE PROTOCOLO ENCARGADO

8. No. 533/2006

9. Sello/estampilla: MINISTERIO DE ASUNTOS EXTERIORES, BARBADOS

10. Firma: (ilegible)

COLO-14359-841-001-5

WPCL002G ID 7853

Bogotá, 12 de junio de 2006.

COMO NOTARIO SEXTO (E) DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

PABLO MENDEZ BARAJAS
NOTARIO (E)

Eduardo Calado

Eduardo Calado Noguera
TRADUCTOR OFICIAL
INGLES - ESPAÑOL - INGLES
Res. 541. Febrero de 19[illegible]

COMO NOTARIO SEXTO DEL CIRCULO DE SANTAFE DE BOGOTA, HAGO CONSTAR QUE LA(S) FIRMA(S) DE

Eduardo Calado Noguera

COINCIDE(N) CON LA FIRMA REGISTRADA POR EL (ELLOS) EN ESTA NOTARIA

SANTAFE DE BOGOTA. 14 JUN 2006

NOTARIA SEXTA
PABLO MENDEZ BARAJAS
Notario Sexto Encargado

NO SE ASUME RESPONSABILIDAD DEL TEXTO
2006 JUN 14 P 12:31
JEFE DE LEGALIZACIONES
BOGOTA D.C.

MINISTERIO DE RELACIONES EXTERIORES
456785
Eduardo Calado
EJERCE EL CARGO EN EL
DESEMPEÑA
LAS FUNCIONES INDICADAS

COMO NOTARIO SEXTO DEL CIRCULO DE BOGOTA, HAGO CONSTAR QUE LA FOTOCOPIA COINCIDE CON EL ORIGINAL QUE HE TENIDO A LA VISTA

28 JUN 2006

PABLO MENDEZ BARAJAS
NOTARIO (E)

Rad: 06-077237- -00003-0000
Fec: 2006-07-28 17:55:25 Dep. 2020 MUECREACI
[illegible]
Folios: 65

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

NIT : 800176089-2

RECIBO OFICIAL DE CAJA : 06 - 53,832
FECHA : JULIO 17 DE 2006

***** C O N S I G N A C I O N *****

DEPOSITANTE	TIPO PAGO	BANCO	CUENTA	No. PAGO	FECHA PGO	Vr. PAGO
CAVELIER ABOGADOS	CONSIGNACION	BANCO POPULAR	050-00110-6	55272326	17/07/2006	30,151,000.00

***** C O N C E P T O *****

CANT.	RENTISTICO		CONCEPTO	TOTAL CONCEPTO
1	50005-01-03	CAMBIO DE MODALIDAD Y MODIFICA	12 MARCAS Y LEMAS COMERCIALES	95,000.00
			TOTAL : $	95,000.

SON: NOVENTA Y CINCO MIL PESOS

RESPONSABLE : ______________________

RECIBO DE CAJA APLICADO AL EXPEDIENTE No.______________________

Cblo 15439 - 845 - 001 - 0