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**MERGER OR SHARE EXCHANGE  
ASHFIELD HEALTHCARE, LLC**

**EFFECTIVE DATE**

1-1-13

Certificate of Status	0
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DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA**

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**T. BROWN**

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Ashfield Healthcare, LLC  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Garrett D. Evers

Contact Person

Thompson Hine LLP

Firm/Company

335 Madison Avenue - 12th Floor

Address

New York, New York 10017

City, State and Zip Code

Garrett.Evers@thompsonhine.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Shashi Khiani

Name of Contact Person

at ( 212 )

908-3922

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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DIVISION OF CORPORATIONS

12 DEC 28 PM 3:30

**Certificate of Merger  
For  
Florida Limited Liability Company**

**EFFECTIVE DATE**

1-1-13

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Ashfield Healthcare, LLC	Florida	Limited Liability Company
Alliance Healthcare Information LLC	Delaware	Limited Liability Company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Ashfield Healthcare, LLC	Florida	Limited Liability Company

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

January 1, 2013

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N/A

Mailing address: N/A

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Ashfield Healthcare, LLC	<i>Neville Acaster</i>	Neville Acaster
Alliance Healthcare Information, LLC	<i>Mary Anne Greenberg</i>	Mary Anne Greenberg

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<b><u>Fees:</u></b>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<b><u>Certified Copy (optional):</u></b>	\$30.00
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**PLAN OF MERGER**

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Ashfield Healthcare, LLC	Florida	Limited Liability Company
Alliance Healthcare Information, LLC	Delaware	Limited Liability Company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Ashfield Healthcare, LLC	Florida	Limited Liability Company

**THIRD:** The terms and conditions of the merger are as follows:

PLEASE SEE ATTACHED PLAN OF MERGER

*(Attach additional sheet if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

**PLEASE SEE ATTACHED PLAN OF MERGER**

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

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*(Attach additional sheet if necessary)*

**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

**PLEASE SEE ATTACHED PLAN OF MERGER**

*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

**N/A**

*(Attach additional sheet if necessary)*

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 27, 2012, by and between Ashfield Healthcare, LLC, a Florida limited liability company ("Ashfield") and Alliance Healthcare Information LLC, a Delaware limited liability company ("Alliance").

WHEREAS, both Ashfield and Alliance are currently wholly-owned subsidiaries of Ballina Pharma, Inc., a Delaware corporation ("Ballina").

WHEREAS, immediately before the consummation of the Merger (as defined below), United Drug US Alliance Holdings, Inc., a Delaware corporation ("UDUSAH") shall have merged with and into Ballina (the "Parent Merger") pursuant to the terms of a merger agreement governing such merger (the "Parent Merger Agreement").

WHEREAS, the Board of Directors of Alliance and the respective Members of Ashfield and Alliance deem it advisable that Alliance merge with and into Ashfield upon the terms and conditions herein provided and, each has approved and authorized this Agreement.

WHEREAS, pursuant to each of Section 408.4381 of the Florida Limited Liability Company Act and Section 18-209 of the Delaware Limited Liability Company Act, this Agreement requires the consent of the sole member of Ashfield and Alliance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree that in accordance with both the Florida Limited Liability Company Act (the "Florida Law") and the Delaware Limited Liability Company Act (the "Delaware Law"), Alliance shall be merged with and into Ashfield in accordance with the following terms and conditions:

1. The Merger. Effective January 1, 2013 (the "Effective Date"), following the effectiveness of the Parent Merger and upon the filing of a certificate of merger with the Florida Department of State, in such form as is required by Florida Law, and a certificate of merger with the Delaware Department of State, in such form as is required by Delaware Law, Alliance will be merged with and into Ashfield in accordance with Delaware Law and Florida Law. As a result of the merger (the "Merger"), the separate existence of Alliance will cease and Ashfield will be the surviving corporation (the "Surviving Company"). From and after the Effective Date, the Merger will have the effects specified in Delaware Law and Florida Law. Without limiting the generality of the foregoing, and subject thereto, on the Effective Date all the property rights, privileges, and powers of Alliance will rest in the Surviving Company, and all debts, liabilities and duties of Alliance will become the debts, liabilities and duties of the Surviving Company.

2. Conditions to the Merger. The obligations of Alliance and Ashfield to consummate the Merger are subject to:

(a) the approval of the merger by (i) UDUSAH, as sole member of Alliance and (ii) the Board of Directors of Alliance, each in accordance with the applicable provisions of Delaware Law;

(b) the approval of the merger by Ballina Pharma Inc., as sole member of Ashfield, in accordance with the applicable provisions of Florida Law;

(c) any and all consents, permits, authorizations, approvals and orders deemed in the sole discretion of the Board of Directors of Alliance and the Members, as applicable, of Alliance and Ashfield to be material to the consummation of the Merger shall have been obtained.

(c) each of UDUSAH and Ballina having executed the Parent Merger Agreement and the Parent Merger having been deemed effective pursuant to the applicable law governing such merger.

3. Articles of Organization of the Surviving Company. The Articles of Organization of Ashfield in effect on the Effective Date shall be the Articles of Organization of the Surviving Company.

4. Directors and Officers. From and after the Effective Date, until successors are duly elected or appointed and qualified in accordance with applicable law, the directors and officers of the Surviving Company upon the consummation of the Merger will be as set forth on Schedule 4 attached hereto.

5. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Alliance such deeds and other instruments, and there shall be taken or caused to be taken by it such further actions, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of Alliance, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Company are fully authorized in the name and on behalf of Alliance or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

6. Membership Interests of Ashfield. On the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each membership interest of Ashfield will remain outstanding, and all such interests will constitute all of the interests of the Surviving Company.

7. Membership Interests of Alliance. On the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each membership interest of Alliance outstanding immediately prior thereto automatically will be canceled, retired and will cease to exist and no consideration will be delivered in exchange therefore.

8. Miscellaneous Provisions.

(a) The principal business office of the Surviving Company shall be One Ivybrook Boulevard, Ivyland, PA 18974.

(b) As of the Effective Date, the Surviving Company desires to continue to transact business in the State of Delaware as a foreign corporation and has appointed Capitol Services, Inc. as statutory agent for the Surviving Company with authority to receive any service of process, notice or demand on behalf of the Surviving Entity as required by Delaware law.

9. Abandonment. This Agreement will terminate and the merger will be abandoned if this Agreement is not adopted by the Board of Directors of Alliance and the respective Members of Alliance or Ashfield as contemplated above. In addition, at any time before the Effective Date, whether before or after execution of this Agreement by Alliance and Ashfield, this Agreement may be terminated and the Merger may be abandoned at the election of both Alliance and Ashfield, pursuant to Section 18-209 of Delaware Law and Section 608.4381 of Florida Law.

10. Amendment. This Agreement may be amended at any time before the Effective Date in a written instrument approved in form and substance by both Alliance and Ashfield pursuant to Section 18-209 of Delaware Law and Section 608.4381 of Florida Law.

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

12. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without giving effect to any choice of law or conflict of law rules or provisions (whether of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Florida.

*[intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

**ASHFIELD HEALTHCARE, LLC**

By: Neville R Acaster  
Name: Neville Acaster  
Title: Treasurer and Secretary

**ALLIANCE HEALTHCARE INFORMATION LLC**

By: Mary Anne Greenberg  
Name: Mary Anne Greenberg  
Title: President

Schedule 4

**Directors and Officers of Surviving Company**

**Directors**

<b>Name</b>
Mary Anne Greenberg
Dan Piggott

**Officers**

<b>Name</b>	<b>Title</b>
Mary Anne Greenberg	President
Dan Piggott	Vice President
Holly Forristall	Chief Financial Officer