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SECRETARY OF STATE

# **COVER LETTER**

TO: Amendment Section Division of Corporations	
SUBJECT: Global Pharma Analyt	ics, LLC
Name of S	Surviving Party
Please return all correspondence concerning	g this matter to:
Jon E. Strinden	
Contact Person	
Fredrikson & Byron, P.A.	
Firm/Company	
51 Broadway, Suite 402	
Address	
Fargo, North Dakota 58102	
City, State and Zip Code	
jstrinden@fredlaw.com	
E-mail address: (to be used for future annual re	eport notification)
For further information concerning this mat	ter, please call:
Jon Strinden	<sub>at (</sub> 701 <sub>)</sub> 237-8200
Name of Contact Person	Area Code and Daytime Telephone Number
Certified Copy (optional) \$8.75	
STREET ADDRESS:	MAILING ADDRESS:
Amendment Section	Amendment Section
Division of Corporations	Division of Corporations
Clifton Building 2661 Executive Center Circle	P. O. Box 6327
ZOUT EXECUTIVE CERREI CITCIE	Tallahassee, FL 32314

Tallahassee, FL 32301

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# Articles of Merger For

Florida Profit or Non-Profit Corporation

SECRETARY OF STATE TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

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

Name	<u>Jurisdiction</u>	Form/Entity Type
Crystal Cube Laboratories, Inc.	Florida	Profit Corporation
-,		
<b>SECOND:</b> The exact name, form/er as follows:	ntity type, and jurisdiction of	the <u>surviving</u> party are
Name	Jurisdiction	Form/Entity Type
Global Pharma Analytics, LLC	Delaware	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:

**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:

# 1120 Holland Drive, Suite 18 Boca Raton, Florida 33487

**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

- a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.
- b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party: Typed or Printed Name of Entity/Organization: Name of Individual: Signature(s): See attached. Chairman, Vice Chairman, President or Officer Corporations: (If no directors selected, signature of incorporator.) Signature of a general partner or authorized person General Partnerships: Signatures of all general partners Florida Limited Partnerships: Non-Florida Limited Partnerships: Signature of a general partner Signature of a member or authorized representative Limited Liability Companies: \$35.00 Per Party Fees: \$8.75 **Certified Copy (optional)**:

# PLAN OF MERGER

<b>FIRST:</b> The exact name, form/entity follows:	type, and jurisdiction f	or each <u>merging</u> party are as
	Jurisdiction	Form/Entity Type
Crystal Cube Laboratories, Inc.	Florida	Profit Corporation
<b>SECOND:</b> The exact name, form/en as follows:		
Name	<u>Jurisdiction</u>	Form/Entity Type
Global Pharma Analytics, LLC	Delaware	Limited liability company

# **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:
See attached.
(Attach additional sheet if necessary)
B. The manner and basis of converting the <u>rights to acquire</u> the interests, shares, obligations or other securities of each merged party into the <u>rights to acquire</u> the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:
See attached.
(Attach additional sheet if necessary)

<b>FIFTH:</b> If a partnership is the survivor, the name and business address of each general partner is as follows:
N/A
(Attach additional sheet if necessary)
(Attach daditional sheet if necessary)
CYNONY IC P. S. I.P. I.P.
<b>SIXTH:</b> If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:
Amar Dhaduk. 1120 Holland Drive, Suite 18, Florida 33487
Satish Chandran. 1120 Holland Drive, Suite 18, Florida 33487
Vithalbhai Dhaduk. 1120 Holland Drive, Suite 18, Florida 33487
(Attach additional sheet if necessary)

_	formed, organized, or incorporated are as follows:
see attac	ned.
<del> </del>	
<del></del>	
	(Attach additional sheet if necessary)
	(Attach additional sheet if necessary)
IGHTH: Othe	(Attach additional sheet if necessary) er provision, if any, relating to the merger are as follows:
<u>IGHTH:</u> Othe	

# AGREEMENT AND PLAN OF MERGER OF

## CRYSTAL CUBE LABORATORIES, INC.

(a Florida corporation)

### WITH AND INTO

### GLOBAL PHARMA ANALYTICS, LLC

(a Delaware limited liability company)

THIS AGREEMENT AND PLAN OF MERGER (this "<u>Agreement</u>"), is executed as of this 8th day of March, 2013, by and between Crystal Cube Laboratories, Inc., a Florida corporation (the "<u>Merging Company</u>") and Global Pharma Analytics, LLC, a Delaware limited liability company (the "<u>Surviving Company</u>"). The Merging Company and the Surviving Company are sometimes referred to herein as the "<u>Constituent Companies</u>."

WHEREAS, the board of directors and shareholders of the Merging Company and the board of directors and sole member of the Surviving Company, believe it to be advisable and in the best interests of the Constituent Companies that the Merging Company be merged with and into the Surviving Company (the "Merger"), in accordance with the provisions of the Delaware Limited Liability Company Act (the "Delaware LLC Act") and the Florida Business Corporations Act (the "Florida Corporations Act"), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, and for the purpose of stating the terms and conditions of the Merger, the parties hereto agree as follows:

# ARTICLE 1. THE MERGER; OWNERSHIP INTERESTS

- 1.1) The Merger. Pursuant to the applicable provisions of the Delaware LLC Act and the Florida Corporations Act, the Merging Company shall be merged with and into the Surviving Company. The Merger shall become effective on March 8, 2013 (the "Effective Date"). At the Effective Date, the Merging Company shall be merged with and into the Surviving Company in accordance with the Delaware LLC Act and the Florida Corporations Act, whereupon the separate corporate existence of the Merging Company shall cease, and the Surviving Company shall alone continue in existence. All transactions after the Effective Date shall be deemed transactions of and for the account of the Surviving Company.
- 1.2) Ownership Interests; Conversion. Prior to the Effective Date, the Merging Company and the Surviving Company have One Hundred (100) shares of common stock issued and outstanding and entitled to vote and Nine Thousand Nine Hundred Ninety-Nine (9,999) membership units issued and entitled to vote, respectively. As of the Effective Date, each issued and outstanding share of common stock of the Merging Company shall not be converted into units of the Surviving Company but shall be surrendered and extinguished without payment of any cash or the delivery of any other consideration. The ownership interests of the Surviving Company issued and outstanding immediately prior to the Effective Time shall not be converted

in any manner, but each such ownership interest shall continue to represent one issued and outstanding ownership interest in the Surviving Company after the Effective Time.

As of the Effective Date, ownership of the Surviving Company shall be as follows:

Members	Membership Units
Payal Dhaduk	3,333
Amar Dhaduk	3,333
Darpan Dhaduk	3,333

# ARTICLE 2. ORGANIZATION OF THE SURVIVING COMPANY

- 2.1) <u>Certificate of Formation of the Surviving Company</u>. The Certificate of Formation of the Surviving Company as in force and effect immediately prior to the Effective Date shall be the Certificate of Formation of the Surviving Company immediately after the Effective Date, unless and until amended according to law.
- 2.2) <u>Board of Managers and Officers</u>. The managers and officers of the Surviving Company immediately prior to the Effective Date shall be the managers and officers of the Surviving Company immediately after the Effective Date, and by resolution of the board of managers of the Surviving Company the officers are empowered to prepare, execute and deliver such documents, instruments and certificates and to make such filings as they deem necessary or advisable to effectuate the Merger.

# ARTICLE 3. GENERAL PROVISIONS

- 3.1) Succession to Rights. As of the Effective Date, the rights set forth herein shall apply to the Surviving Company. The Surviving Company shall succeed to and possess all the rights, privileges, powers, immunities, franchises, concessions, certificates and authority of a public as well as a private nature, of each of the Constituent Companies. All property, real, personal and mixed, and every interest therein, and all other choses in action of or belonging to all of the Constituent Companies on whatever account shall be vested in the Surviving Company, without any further act or deed; and all property, assets, rights, privileges, powers, immunities, franchises, concessions, certificates and authority shall be thereafter as effectively the property of the Surviving Company as they were or would be of the Constituent Companies or any of them. Title to any real estate or any interest therein vested by deed or otherwise in any of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger.
- 3.2) Succession of Liabilities. As of the Effective Date, the Surviving Company shall be responsible and liable for all debts, liabilities, duties and obligations of each of the Constituent Companies, and all such debts, liabilities, duties and obligations shall attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, duties and obligations had been originally incurred or contracted by it. As of the Effective Date, any claim of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in its place. Neither the rights of

creditors nor any liens upon the property of any of the Constituent Companies shall be impaired by the Merger.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto has caused this Agreement and Plan of Merger to be signed by its duly authorized officer, all as of the date first above written.

### **MERGING COMPANY:**

Crystal Cube Laboratories, Inc.

a Florida corporation

By: Amar Dhaduk

Its: President

Shareholders:

**SURVIVING COMPANY:** 

Global Pharma Analytics, LLC

a Delaware Limited Liability Company

By: Amar Dhaduk

Its: President

# ARTICLES OF MERGER OF

# CRYSTAL CUBE LABORATORIES, INC.

# a Florida corporation, WITH AND INTO

## GLOBAL PHARMA ANALYTICS, LLC

a Delaware limited liability company

Pursuant to Florida Business Corporations Act, Section 607.1109 and the Delaware Limited Liability Company Act, Section 18-209, the undersigned organizations execute the following Articles of Merger:

1. The name and jurisdiction of organization of each constituent entity are:

Name of Merging Company Crystal Cube Laboratories, Inc.	<u>Jurisdiction</u> Florida	Entity Type Corporation	Outstanding Shares
Crystal Cube Laboratories, Inc.	riorida	Corporation	100
Name of Surviving Company	<u>Jurisdiction</u>	Entity Type	Outstanding Units
Global Pharma Analytics, LLC	Delaware	Limited liability company	9,999

- 2. The Agreement and Plan of Merger (the "Plan of Merger") sets forth the terms and conditions of the merger.
- 3. The Plan of Merger has been adopted by the required consent of the directors and shareholders of Crystal Cube Laboratories, Inc., pursuant to the Florida Business Corporations Act, Section 607.1109, and by the required consent of the members of Global Pharma Analytics, LLC pursuant to Section 18-209 of the Delaware Limited Liability Company Act.
- 4. The executed Plan of Merger is on file at the offices of Global Pharma Analytics, LLC, located at 225 Chimney Corner Lane, Suite 2001, Jupiter, Florida 33458, and a copy of the Plan of Merger will be furnished by Global Pharma Analytics, LLC, upon request and without cost to any shareholder or member of the constituent entities.
- 5. Global Pharma Analytics, LLC, will continue its existence as the surviving limited liability company under its present name pursuant to the provisions of the laws governing the merger of limited liability companies of the State of Delaware.
- 6. Global Pharma Analytics, LLC, does hereby agree that it will promptly pay to the dissenting shareholders of the Corporation the amount, if any, to which they are entitled under Section 607.1302 of the Florida Business Corporations Act.
- 7. Global Pharma Analytics, LLC, does hereby agree that it may be served with process in the State of Florida in any action, suit or proceeding for the enforcement of any obligation of the Corporation and in the proceeding for the enforcement of the rights of a dissenting shareholder of the Corporation, and irrevocably appoints the Florida Secretary of State as its agent to accept service of process in any such action, suit or proceeding, which service of process may be

forwarded to Global Pharma Analytics, LLC, at 225 Chimney Corner Lane, Suite 2001, Jupiter, Florida 33458.

8. The merger shall become effective on the later of (i) the date on which the Articles of Merger have been filed with the Florida Secretary of State, and (ii) the date on which the Certificate of Merger has been filed with the Delaware Secretary of State.

[Signature page follows]

Dated: March 8, 2013.

Crystal Gube Laboratories, Inc. a Florida corporation

corporation

By: Amar Dhaduk Its: President

Global Pharma Analytics, LLC, a Delaware

limited liability company

By: Amar Dhaduk Its: President

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# AGREEMENT AND PLAN OF MERGER OF

### CRYSTAL CUBE LABORATORIES, INC.

(a Florida corporation)

### WITH AND INTO

### GLOBAL PHARMA ANALYTICS, LLC

--- (a Delaware limited liability company)- - - -

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is executed as of this 8th day of March, 2013, by and between Crystal Cube Laboratories, Inc., a Florida corporation (the "Merging Company") and Global Pharma Analytics, LLC, a Delaware limited liability company (the "Surviving Company"). The Merging Company and the Surviving Company are sometimes referred to herein as the "Constituent Companies."

WHEREAS, the board of directors and shareholders of the Merging Company and the board of directors and sole member of the Surviving Company, believe it to be advisable and in the best interests of the Constituent Companies that the Merging Company be merged with and into the Surviving Company (the "Merger"), in accordance with the provisions of the Delaware Limited Liability Company Act (the "Delaware LLC Act") and the Florida Business Corporations Act (the "Florida Corporations Act"), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, and for the purpose of stating the terms and conditions of the Merger, the parties hereto agree as follows:

# ARTICLE 1. THE MERGER; OWNERSHIP INTERESTS

- 1.1) The Merger. Pursuant to the applicable provisions of the Delaware LLC Act and the Florida Corporations Act, the Merging Company shall be merged with and into the Surviving Company. The Merger shall become effective on March 8, 2013 (the "Effective Date"). At the Effective Date, the Merging Company shall be merged with and into the Surviving Company in accordance with the Delaware LLC Act and the Florida Corporations Act, whereupon the separate corporate existence of the Merging Company shall cease, and the Surviving Company shall alone continue in existence. All transactions after the Effective Date shall be deemed transactions of and for the account of the Surviving Company.
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in any manner, but each such ownership interest shall continue to represent one issued and outstanding ownership interest in the Surviving Company after the Effective Time.

As of the Effective Date, ownership of the Surviving Company shall be as follows:

Members	Membership Units
Payal Dhaduk	3,333
Amar Dhaduk	3,333
Darpan Dhaduk	-3,333

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- 3.2) Succession of Liabilities. As of the Effective Date, the Surviving Company shall be responsible and liable for all debts, liabilities, duties and obligations of each of the Constituent Companies, and all such debts, liabilities, duties and obligations shall attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, duties and obligations had been originally incurred or contracted by it. As of the Effective Date, any claim of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in its place. Neither the rights of

creditors nor any liens upon the property of any of the Constituent Companies shall be impaired by the Merger.

[Signature Page Follows]

IN WITNESS WHEREOF, each party hereto has caused this Agreement and Plan of Merger to be signed by its duly authorized officer, all as of the date first above written.

### **MERGING COMPANY:**

Crystal Cube Laboratories Inc. a Florida corporation

By: Amar Dhadu Its: President

Shareholders:

**SURVIVING COMPANY:** 

Global Pharma Analytics, LLC a Delaware Limited Liability Company

By: Amar Dhaduk Its: President