

F97000002831

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EFFECTIVE DATE
12/31/05

S. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

05 DEC 22 AM 9:01

FILED

S. SECRETARY OF STATE
TALLAHASSEE, FLORIDA

05 DEC 22 PM 3:25

RECEIVED

CT CORPORATION

December 22, 2005

Department of State, Florida
Clifton Building
2611 Executive Center Circle
Tallahassee FL 32301

05 DEC 22 AM 9:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED
EFFECTIVE DATE
12/31/05

Re: Order #: 6530937 SO
Customer Reference 1: FL
Customer Reference 2: Mergers - single

Dear Department of State, Florida:

Please obtain the following:

CVS EGL, L.L.C. (FL)
Merger (Discontinuing Company)
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

Sincerely,

Ashley A Mitchell
Fulfillment Specialist
Ashley.Mitchell@wolterskluwer.com

1203 Governors Square Blvd.
Tallahassee, FL 32301-2960
Tel. 850 222 1092
Fax 850 222 7515

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

| <u>Name and Street Address</u> | <u>Jurisdiction</u> | <u>Entity Type</u> |
|--------------------------------|---------------------|----------------------------------|
| 1. <u>CVS EGL, L.L.C.</u> | <u>Florida</u> | <u>limited liability company</u> |

c/o CVS Pharmacy, Inc.

One CVS Drive

Woonsocket, RI 02895

Florida Document/Registration Number: L04000037886

FEI Number: 20-1129713

2. _____

Florida Document/Registration Number: _____

FEI Number: _____

3. _____

Florida Document/Registration Number: _____

FEI Number: _____

4. _____

Florida Document/Registration Number: _____

FEI Number: _____

(Attach additional sheet(s) if necessary)

EFFECTIVE DATE
12/31/05

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05 DEC 22 AM 9:01
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

| <u>Name and Street Address</u> | <u>Jurisdiction</u> | <u>Entity Type</u> |
|--|-----------------------|-------------------------------|
| CVS PHARMACY, INC. _____ One CVS Drive _____ Woonsocket, RI 02895 _____ | Rhode Island _____ | business corporation _____ |

Florida Document/Registration Number: F97000002831

FEI Number: 05-0340626

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows:

| <u>Name</u> | <u>Jurisdiction</u> |
|-----------------|---------------------|
| CVS EGL, L.L.C. | Florida |

SECOND: The exact name and jurisdiction of the surviving party are as follows:

| <u>Name</u> | <u>Jurisdiction</u> |
|--------------------|---------------------|
| CVS PHARMACY, INC. | Rhode Island |

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

SEE EXHIBIT A ATTACHED HERETO

(Attach additional sheet(s) 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 other securities of the survivor, in whole or in part, into cash or other property are as follows:

SEE EXHIBIT A ATTACHED HERETO

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

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,

Florida Document/Registration Number

NOT APPLICABLE

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s)managing members are as follows:

NOT APPLICABLE

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

NOT APPLICABLE

EIGHTH: Other provisions, if any, relating to the merger:

NOT APPLICABLE

(Attach additional sheet(s) if necessary)

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") dated as of the 20 day of December, 2005 between CVS PHARMACY, INC., a Rhode Island corporation (hereinafter referred to as the "Surviving Corporation") and CVS EGL, L.L.C., a Florida limited liability company (hereinafter referred to as the "Merged Company") (the Merged Company and the Surviving Corporation are hereinafter collectively referred to as the "Constituent Entities").

WITNESSETH:

WHEREAS, the Surviving Corporation is duly organized and existing under the laws of the State of Rhode Island; and

WHEREAS, the Surviving Corporation has authorized capital stock consisting of ten thousand (10,000) shares of Common Stock, no par value, of which two thousand seven hundred fifty and three-thousandths (2,750.003) shares have been duly issued and are now outstanding; and

WHEREAS, the Merged Company is duly organized and existing under the laws of the State of Florida and is disregarded as an entity separate from its owner under Internal Revenue Regulation Section 301.7701-3; and

WHEREAS, the Surviving Corporation (sometimes referred to hereinafter as the "Member") holds one hundred percent (100%) of the Merged Company's membership interests; and

WHEREAS, the respective directors and Member of the Constituent Entities deem it advisable and in the best interests of the two parties and their respective shareholders and member that the Merged Company be merged with and into the Surviving Corporation under and pursuant to Section 608.438 of the Florida Limited Liability Company Act, Sections 7-1.2-1004 and 7-1.2-1006 of the Rhode Island Business Corporation Act and Sections 7-16-59 and 7-16-64 of the Rhode Island Limited Liability Company Act, in a transaction that is without federal income tax consequences; and

NOW, THEREFORE, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, the Constituent Entities agree as follows:

1. Merger. The Merged Company shall merge with and into the Surviving Corporation, which shall be the surviving corporation, in a transaction that is without federal income tax consequences.

2. Terms and Conditions. At the Effective Time on the Effective Date (each as defined below) of the merger, the separate existence of the Merged Company shall cease, and the

Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal and mixed, of the Merged Company, without the necessity for any separate transfers. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merged Company, and neither the rights of creditors nor any liens on the property of the Merged Company shall be impaired by the merger.

3. Conversion of Membership Interests and Shares. The manner and basis of converting the membership interests of the Merged Company into shares of the Surviving Corporation are as follows:

(a) All of the membership interests of the Merged Company outstanding on the Effective Date of the merger shall be canceled, and no payment shall be made to the holder thereof with respect thereto.

(b) Each share of Common Stock of the Surviving Corporation issued and outstanding on the Effective Date of the merger shall remain issued and outstanding.

4. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation, as in effect on the Effective Date of the merger, shall continue to be the Articles of Incorporation of said Surviving Corporation following the Effective Date of the merger, until further amended and changed pursuant to the provisions of the Rhode Island Business Corporation Act.

5. Purposes of Surviving Corporation. The purposes set forth in the Articles of Incorporation of the Surviving Corporation, as in effect on the Effective Date of the merger, shall continue in full force and effect as the corporate purposes of the Surviving Corporation following the Effective Date of the merger.

6. By-laws of Surviving Corporation. The By-laws of the Surviving Corporation, as in effect on the Effective Date of the merger, shall continue to be its By-laws following the Effective Date of the merger.

7. Directors and Officers. The directors and officers of the Surviving Corporation on the Effective Date of the merger shall continue as the directors and officers of the Surviving Corporation following the Effective Date of the merger for the full and unexpired terms of their offices and until their successors have been elected and appointed.

8. Approvals. This Agreement requires the approval of the Member of the Merged Company in accordance with the provisions of Section 608.4381 of the Florida Limited Liability Company Act, and the approval of the directors of the Surviving Corporation pursuant to Section 7-1.2-1004 of the Rhode Island Business Corporation Act and Section 7-16-61 of the Rhode Island Limited Liability Company Act, which approvals have been obtained.

9. Effective Time and Effective Date of the Merger.

(a) This Agreement and the merger shall become effective at 11:56 p.m. (the "Effective Time") on December 31, 2005 (the "Effective Date").

(b) The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the merger hereby provided for; and the identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Merged Company shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith.

10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Rhode Island Business Corporation Act and, insofar as applicable, by the merger provisions of the State of Florida.

11. Counterparts, Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.


12. Waiver. The Surviving Corporation, as sole member of the Merged Company, waives the requirement of mailing contemplated by Section 7-1.2-1004(d) of the Rhode Island Business Corporation Act.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by the respective directors and Member of the Constituent Entities, has caused this Agreement to be executed by its duly authorized officers.

ATTEST:

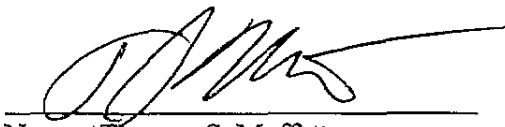
CVS PHARMACY, INC.
(a Rhode Island corporation)

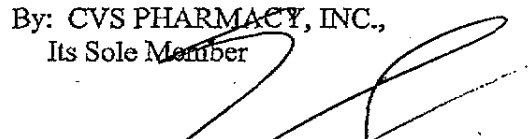

Name: Thomas S. Moffatt
Title: Assistant Secretary

By: 
Name: Zenon P. Lankowsky
Title: Vice President

ATTEST:

CVS EGL, L.L.C.
(a Florida limited liability company)


Name: Thomas S. Moffatt
Title: Assistant Secretary

By: CVS PHARMACY, INC.,
Its Sole Member
By: 
Name: Zenon P. Lankowsky
Title: Vice President