

Division of Corporations

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Florida Department of State  
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## MERGER OR SHARE EXCHANGE

SCP 2005-C21-014 LLC

Certificate of Status	0
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## 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:

Name and Street AddressJurisdictionEntity Type

1. CVS EGL 3624 FL, L.L.C.

Florida

limited liability company

One CVS Drive

Woonsocket, RI 02895

Florida Document/Registration Number: L04000048370

FEI Number: 20-1346637

2. SCP 2005-C21-014 LLC

Delaware

limited liability company

One CVS Drive

Woonsocket, RI 02895

Florida Document/Registration Number: \_\_\_\_\_

FEI Number: applied for \_\_\_\_\_

3. \_\_\_\_\_

Florida Document/Registration Number: \_\_\_\_\_

FEI Number: \_\_\_\_\_

4. \_\_\_\_\_

Florida Document/Registration Number: \_\_\_\_\_

FEI Number: \_\_\_\_\_

(Attach additional sheet(s) if necessary)

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

Name and Street AddressJurisdictionEntity Type

SCP 2005-C21-014 LLC

Delaware

limited liability company

One CVS Drive

Woonsocket, RI 02895

Florida Document/Registration Number: \_\_\_\_\_

FEI Number: \_\_\_\_\_

**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.

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**EXHIBIT A****AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER, dated as of December 1, 2005 (the "Agreement"), between CVS EGL 3624 FL, L.L.C., a Florida limited liability company (the "Florida LLC"), and SCP 2005-C21-014 LLC, a Delaware limited liability company (the "Delaware LLC").

**WITNESSETH:**

WHEREAS, the Delaware LLC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Florida LLC by means of a merger of the Florida LLC with and into the Delaware LLC;

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del.C. §18-101, *et seq.* (the "Delaware Act") and Section 608.438 of the Florida Limited Liability Company Act (the "Florida Act") authorize the merger of a Florida limited liability company with and into a Delaware limited liability company;

WHEREAS, the Florida LLC and the Delaware LLC now desire to merge (the "Merger"), following which the Delaware LLC shall be the surviving entity;

WHEREAS, the member of the Florida LLC has approved this Agreement and the consummation of the Merger under the terms and conditions hereof; and

WHEREAS, the member of the Delaware LLC has approved this Agreement and the consummation of the Merger under the terms and conditions hereof;

NOW, THEREFORE, the parties hereto hereby agree as follows:

**ARTICLE I****THE MERGER****SECTION 1.01. The Merger.**

(a) On December 1, 2005, after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, CVS EGL 3624 FL, L.L.C., a Florida limited liability company (the "Florida LLC"), and SCP 2005-C21-014 LLC, a Delaware limited liability company (the "Delaware LLC"), which shall be the surviving entity, shall file a certificate of merger with the Secretary of State of the State of Delaware and of the State of Florida and make all other filings or recordings required by Delaware and Florida law in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificate of Merger (the "Effective Time").

(b) At the Effective Time, the Florida LLC shall be merged with and into the Delaware LLC, whereupon the separate existence of the Florida LLC shall cease, and the Delaware LLC shall be the surviving entity of the Merger (the "Surviving LLC") in accordance with Section 18-209 of the Delaware Act and Section 608.438 of the Florida Act.

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(c) This Agreement shall be submitted to the member of the Florida LLC and the Delaware LLC for approval. Both companies are member-managed; therefore, manager approval is not required.

(d) Pursuant to Section 608.455 of the Florida Act, the member of the Florida LLC and the Delaware LLC hereby waives the notification required by Section 608.4381(3) of the Florida Act.

**SECTION 1.02. Exchange of Interests. At the Effective Time:**

(a) Each limited liability company interest in the Florida LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(b) The member of the Florida LLC, by virtue of the Merger, shall have no rights to acquire additional membership interests, obligations or other securities of the Delaware LLC.

(c) Each limited liability company interest in the Delaware LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving LLC.

(d) The sole member of the Florida LLC and the Delaware LLC is CVS Pharmacy, Inc., a Rhode Island corporation (the "Sole Member"), and shall remain the Sole Member of the Surviving LLC after the time the Merger becomes effective.

**ARTICLE II**

**THE SURVIVING LIMITED LIABILITY COMPANY**

**SECTION 2.01. Certificate of Formation and Limited Liability Company Agreement.** The certificate of formation of the Delaware LLC in effect at the Effective Time shall be the certificate of formation of the Surviving LLC unless and until amended in accordance with applicable law. The Limited Liability Company Agreement of the Delaware LLC in effect at the Effective Time, which is attached hereto as Exhibit 2, shall be the limited liability company agreement of the Surviving LLC unless and until amended in accordance with applicable law. The name of the Surviving LLC shall be SCP 2005-C21-014 LLC, a Delaware limited liability company, with a principal address of One CVS Drive, Woonsocket, Rhode Island 02895.

**ARTICLE III**

**TRANSFER AND CONVEYANCE OF ASSETS  
AND ASSUMPTION OF LIABILITIES**

**SECTION 3.01. Transfer, Conveyance and Assumption.** At the Effective Time, the Delaware LLC shall continue in existence as the Surviving LLC, and without further transfer,

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succeed to and possess all of the rights, privileges and powers of the Florida LLC, and all of the assets and property of whatever kind and character of the Florida LLC shall vest in the Delaware LLC without further act or deed; thereafter, the Delaware LLC, as the Surviving LLC, shall be liable for all of the liabilities and obligations of the Florida LLC, and any claim or judgment against the Florida LLC may be enforced against the Delaware LLC, as the Surviving LLC, in accordance with Section 18-209 of the Delaware Act.

SECTION 3.02. Further Assurances. If at any time the Delaware LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of the Florida LLC, or otherwise to carry out the provisions hereof, the proper representatives of the Florida LLC as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving LLC, and otherwise to carry out the provisions hereof.

#### ARTICLE IV

#### TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (i) by mutual written consent of the Delaware LLC and the Florida LLC; or
- (ii) by either the Delaware LLC, or the Florida LLC, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Delaware LLC or the Florida LLC from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

#### ARTICLE V

#### CONDITIONS TO THE MERGER

SECTION 5.01. Conditions to the Obligations of Each Party. The obligations of the Delaware LLC and the Florida LLC to consummate the Merger are subject to satisfaction of the following conditions as of the Effective Time:

- (i) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger; and

(ii) all actions by or in respect of or filings with any governmental body, agency, official, or authority required to permit the consummation of the Merger shall have been obtained.

## ARTICLE VI

### MISCELLANEOUS

#### SECTION 6.01. Amendments; No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Delaware LLC and the Florida LLC.

(b) The member of the Florida LLC and the Delaware LLC is hereby authorized to amend this Agreement at any time prior to the Effective Time, to the extent permitted by law.

(c) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 6.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Florida LLC and the Delaware LLC, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Florida LLC and the Delaware LLC with respect to the subject matter hereof.

SECTION 6.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 6.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflict of laws.

SECTION 6.05. 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 the counterpart hereof signed by the other party hereto.

SECTION 6.06. There are no other terms of or conditions to the Merger and all statements that are required by the State of Florida and the State of Delaware are included herein.

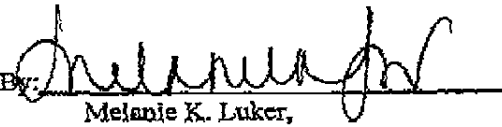
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

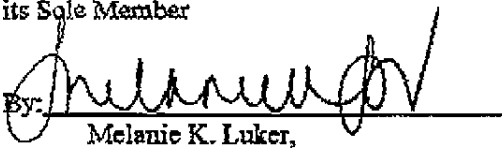
CVS EGL 3624 FL, L.L.C.,  
a Florida limited liability company

By: CVS Pharmacy, Inc.,  
its Sole Member

By:   
Melanie K. Luker,  
Assistant Secretary

SCP 2005-C21-014 LLC,  
a Delaware limited liability company

By: CVS Pharmacy, Inc.,  
its Sole Member

By:   
Melanie K. Luker,  
Authorized Person

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