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(Business Entity Name)

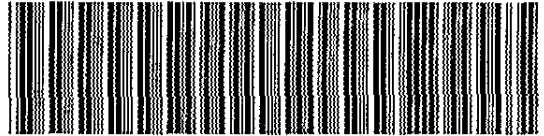
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

RECEIVED
02 NOV 20 PM 3:33
FILING OFFICE
TOLSON

Office Use Only



000008954900

MJH

11/25/02--01001--002 **30.00

11/21/02--01002--014 **50.00

RECEIVED
02 NOV 20 PM 2:00
FILING OFFICE
TOLSON



FLORIDA DEPARTMENT OF STATE

Jim Smith
Secretary of State

November 21, 2002

CT CORPORATION

SUBJECT: SCP 2002C-6 LLC
Ref. Number: M02000001894

RECEIVED

02 NOV 21 PM 4:17

We have received your document for SCP 2002C-6 LLC and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The Merger must state the Name and ADDRESS of the Survivors Managing Member or Manager. ✓

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6967.

To: Michelle Hodges
Document Specialist

Letter Number: 302A00063009

From: Melanie

4:15 PM
11-21-02

This must be
back-dated to
11-20-02
when received.

Thank-you.
MS.

227-1052

CT CORPORATION

November 20, 2002

Secretary of State, Florida
409 East Gaines Street
N/A
Tallahassee FL 32399

Re: Order #: 5725033 SO
Customer Reference 1: CVS XIIa
Customer Reference 2: 214 265-0008

Dear Secretary of State, Florida:

Please file the attached:

CVS 2806 Orlando, LLC (FL)
Misc - Domestic LLC Filing - Articles of Merger
Florida

CVS 2806 Orlando, LLC (FL)
Merger (Discontinuing Company)
Florida

Enclosed please find a check for the requisite fees. Please return evidence of filing(s) to my attention.

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

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

CT CORPORATION

Sincerely,

Melanie S Strickland
Fulfillment Specialist
Melanie_Strickland@cch-lis.com

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

A CCH LEGAL INFORMATION SERVICES COMPANY

ARTICLES OF MERGER
Merger Sheet

MERGING:

CVS 2806 ORLANDO, L.L.C., L02000004226, A FLORIDA LIMITED LIABILITY
COMPANY

INTO

SCP 2002C-6 LLC, a Delaware entity, M02000001894

File date: November 20, 2002

Corporate Specialist: Michelle Hodges

ARTICLE OF MERGER
OF
CVS 2806 Orlando, L.L.C.
(a Florida limited liability company)
into
SCP 2002C-6 LLC
(a Delaware limited liability company)

dated: November 19, 2002

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act (the "Delaware Act") and Sections 608.4381 and 608.4382 of the Florida Limited Liability Company Act (the "Florida Act"), the undersigned limited liability companies

DO HEREBY CERTIFY AND SUBMIT THE FOLLOWING:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities which is to merge are as follows:

Name	Jurisdiction of Formation or Organization
CVS 2806 Orlando, L.L.C.	Florida
SCP 2002C-6 LLC	Delaware

SECOND: The exact name and street address of the principal office of the surviving party to the merger is SCP 2002C-6 LLC, a Delaware member-managed limited liability company (the "Delaware LLC"), c/o CVS Corporation, One CVS Drive, Woonsocket, Rhode Island 02895. The Survivors Managing Member is: **Phillips CVS, Inc.** at the stated address above.

THIRD: The name of the limited liability company being merged into Delaware LLC is CVS 2806 Orlando, L.L.C., a Florida member-managed limited liability company (the "Florida LLC").

FOURTH: The Agreement and Plan of Merger, a true copy of which is attached hereto as Exhibit "A," meets the requirements of the Delaware Act and the Florida Act and has been approved and executed by Delaware LLC and Florida LLC in accordance with the Delaware Act and the Florida Act.

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

SIXTH: Delaware LLC 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 member of Florida LLC.

SEVENTH: Delaware LLC hereby agrees to pay any dissenting member of Florida LLC the amount, if any, to which it is entitled under Section 608.4384, Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of Delaware and Florida and is not prohibited by the operating agreement or articles of organization of Delaware LLC or Florida LLC.

NINTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving limited liability company. The address of such place of business of the surviving limited liability company is c/o CVS Corporation, One CVS Drive, Woonsocket, Rhode Island 02895.

TENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any member of the Florida LLC, and to any person holding an interest in the Delaware LLC.

ELEVENTH: The merger of the Florida LLC into the Delaware LLC shall be effective upon the later date of the filing of this Article of Merger with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida.

TWELFTH: This Article of Merger complies with and was executed in accordance with the laws of the State of Delaware and the State of Florida.

IN WITNESS WHEREOF, SCP 2002C-6 LLC and CVS 2806 Orlando, L.L.C. have caused this Article of Merger to be duly executed.

SCP 2002C-6 LLC

By: Melanie K. Luker
Melanie K. Luker,
Assistant Secretary

CVS 2806 Orlando, L.L.C.,
a Florida limited liability company

By: Melanie K. Luker
Melanie K. Luker
Assistant Secretary

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of July __, 2002 (this "Agreement"), between CVS 2806 Orlando, L.L.C., a Florida limited liability company (the "Florida LLC"), and SCP 2002C-6 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 July __, 2002, after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Florida LLC and the Delaware LLC shall determine, 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.

(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 608.438(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 limited liability company 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 Phillips CVS, Inc., a Florida corporation (the "Sole Member"), and such entity 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 immediately prior to 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 immediately prior to the Effective Time, which is attached hereto as Exhibit 1, 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 2002C-6 LLC, a Delaware limited liability company, with a principal address of c/o CVS Corporation, 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, 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.

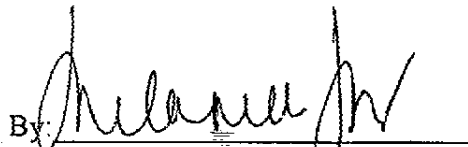
SECTION 6.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflict of laws.

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 or conditions to the Merger and all statements that are required by the State of Florida and the State of Delaware are included herein.

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

CVS 2806 ORLANDO, L.L.C.,
a Florida limited liability company

By: 
Name: Melanie K. Luker
Title: Authorized Person

SCP 2002C-6 LLC,
a Delaware limited liability company

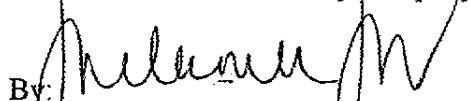
By: 
Name: Melanie K. Luker
Title: Authorized Person

EXHIBIT 1

[LIMITED LIABILITY COMPANY AGREEMENT]

Store # 2806

**LIMITED LIABILITY COMPANY AGREEMENT OF
SCP 2002C-6 LLC (the "Company")**

**ARTICLE I
FORMATION AND MEMBERSHIP**

SECTION 1.01. Formation. The Company has been formed as a limited liability company pursuant to the Delaware Limited Liability Company Act, as amended (the "Act"). The Act shall govern the rights and liabilities of the parties hereto except as otherwise expressly stated.

**ARTICLE II
OFFICES, NAME, ETC.**

SECTION 2.01. Principal Office. The principal office of the Company shall be One CVS Drive, Woonsocket, Rhode Island or such other place as may be determined from time to time by the Member.

SECTION 2.02. Name. The business of the Company shall be conducted under the name of "SCP 2002C-6 LLC" or such other name as the Member may determine from time to time.

SECTION 2.03. Term. The term of the Company commenced on the date its Certificate of Formation was filed in the office of the Secretary of State of Delaware and shall continue until dissolved as hereinafter provided.

SECTION 2.04. Authorized Persons. The actions of the individual who executed the Certificate of Formation of the Company as an authorized person of the Company, are hereby ratified.

SECTION 2.05. Registered Agent. The name and address of the Company's registered agent in Delaware shall be The Corporation Trust Company, Corporation Trust Center, 1201 Orange Street, Wilmington, Delaware 19801. The Company's registered office in the State of Delaware shall be c/o The Corporation Trust Company, Corporation Trust Center, 1201 Orange Street, Wilmington, Delaware 19801.

SECTION 2.06. Business Ventures. The Member may engage independently or with others in other business ventures of every nature and description, and the Company shall not have any rights in and to such independent ventures or the income or profits derived therefrom.

ARTICLE III
PURPOSES AND POWERS

SECTION 3.01. Purpose. The Company shall be a single member limited liability company formed under the laws of the State of Delaware. The purposes of the Company are as follows:

(a) To acquire, own, improve, operate, lease, manage and, if and when appropriate, sell the property which is described on Exhibit A attached hereto (the "Property");

(b) To execute, deliver and perform any and all contracts, agreements or obligations relating to the acquisition, ownership, improvement, operation, leasing, management or sale of the Property; and

(c) To engage in any lawful acts or activities and to exercise any powers permitted to limited liability companies formed under the laws of the State of Delaware.

SECTION 3.02. Powers. In furtherance of the purposes of the Company as set forth in Section 3.01 and in addition to those powers provided in the Act, the Company hereby has the additional power and authority to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act.

ARTICLE IV
MEMBER

SECTION 4.01. Identity and Liability of Member. The initial "Member" shall be the party designated as such on Exhibit A hereto, as such may be amended from time to time. The Member was admitted as a member of the Company upon its execution of a counterpart signature page to this Agreement. The Member shall not be liable for the obligations of the Company solely by reason of being a Member. The Member shall not be required to make any contributions to the capital of the Company.

SECTION 4.02. Capital Contributions. The initial Member has contributed, or will contribute, to the capital of the Company cash, services or property at such times, in such amounts, as deemed appropriate by such Member. No Member shall be required to contribute any amounts to capital of the Company.

SECTION 4.03. Ownership Interests. The limited liability company interests in the Company and all rights in and to the Company, shall be held by the Member. The limited liability company interest of each Member shall be expressed as a percentage of the aggregate limited liability company interests in the Company. The percentage interest of the initial Member is one hundred percent (100%). Each Member's share of

the profits and losses of the Company, right to receive distributions from the Company (prior to its termination and dissolution) and voting powers shall be in proportion to its respective limited liability company interest.

SECTION 4.04. Transfer of Interests.

(a) Any Member may endorse, sell, give, pledge, encumber, assign, transfer or otherwise dispose of, voluntarily or involuntarily or by operation of law (hereinafter referred to as "Transfer"), all or any part of such Member's limited liability company interest in the Company without the need for the consent or approval of any other person or entity.

(b) If a Member transfers all or any part of such Member's limited liability company interest in the Company, the transferee shall be admitted to the Company as a Member of the Company upon its execution of an instrument signifying such transferee's agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement, an assignment agreement assigning such limited liability company interest, an Amended and Restated Limited Liability Company Agreement, or any other instrument deemed appropriate by such transferee. Such admission shall be deemed effective immediately upon execution of such instrument and, in the event the transferor Member transfers all of its limited liability company interest in the Company, immediately following such admission, the transferor Member shall cease to be a member of the Company.

ARTICLE V MANAGEMENT

SECTION 5.01. General. The powers of the Company shall be exercised exclusively by or under the exclusive authority of, and the business and affairs of the Company shall be managed under the exclusive direction and control of, the Member.

SECTION 5.02. Officers.

(a) If desired, the Member may appoint one or more officers of the Company, which may include a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers.

(b) Any officer may be removed, either with or without cause, by the Member.

(c) Any officer may resign at any time by giving written notice to the Member. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) A vacancy in any office because of death, resignation, removal, disqualification or any other cause may be filled by the Member.

ARTICLE VI DISTRIBUTIONS AND ALLOCATIONS

SECTION 6.01. Distribution of Company Funds. After providing for the payment of any amounts due on any indebtedness of the Company and providing for a reasonable reserve for the payment of expenses of the Company, any remaining cash funds of the Company may be distributed, to the fullest extent permitted by the Act, or advanced to the Member.

SECTION 6.02. Allocations of Profits and Losses. Profits and losses for each fiscal year (or other portion thereof) of the Company shall be allocated among the Members in proportion to the respective percentage interest of limited liability company interest of each Member.

ARTICLE VII [Intentionally Omitted]

ARTICLE VIII FISCAL YEAR, ACCOUNTING, INSPECTION OF BOOKS

SECTION 8.01. Fiscal Year and Accounting. Except as otherwise determined by the Member, the fiscal year of the Company shall be the calendar year. The books of the Company shall be kept on such method as the Member shall from time to time determine consistent with generally accepted accounting principles.

SECTION 8.02. Inspection of Books. The books of the Company shall at all times be available for inspection and audit by the Member at the Company's principal place of business during business hours.

ARTICLE IX DISSOLUTION

SECTION 9.01. Events of Dissolution. The Company shall be dissolved on the first to occur of the following events: (a) the Member approves in writing the dissolution of the Company, (b) the termination of the legal existence of the last remaining Member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining Member, or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act. Notwithstanding the dissolution of the Company, the business of the Company shall continue to be governed by this Agreement until the termination of the Company.

SECTION 9.02. Distribution Upon Dissolution. Upon dissolution, after payment of, or reasonable provision for payment of, the debts and obligations of the Company, the

remaining assets of the Company (or the proceeds of sales or other dispositions in liquidation of the Company's assets) shall be distributed to the Member. The Company shall terminate when all property has been distributed to the Member and the Certificate of Formation of the Company has been canceled in the manner required by the Act.

ARTICLE X GENERAL PROVISIONS

SECTION 10.01. Modification. This Agreement may be amended, modified or restated in its entirety by an instrument in writing executed by the Member.

SECTION 10.02. Governing Law; Severability. All questions with respect to the construction of this Agreement and the rights and liabilities of the Member shall be determined in accordance with the applicable provisions of the laws of the State of Delaware. If any provision of this Agreement, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

SECTION 10.03. Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine gender, the plural for the singular and the singular for the plural, in any place in this Agreement where the context may require such substitution.

SECTION 10.04. Titles. The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

IN WITNESS WHEREOF, the undersigned Member has caused this agreement to be executed as of July 16, 2002.

PHILLIPS CVS, INC.,
a Florida corporation

Its Sole Member



By: _____
Print Name: Melanie K. Luker
Title: Assistant Secretary

R:\SCT\CVS-X\ORGANIZATION\LLCs\CVS LLC AGR 06.DOC

EXHIBIT A
TO LIMITED LIABILITY COMPANY AGREEMENT

INITIAL MEMBER:

PHILLIPS CVS, INC.

PROPERTY:

A parcel of real property located in Orlando,
Florida and referred to as CVS Store No.
2806 —