

10200001902

CORPORATION(S) NAME

1. CVS 2825 Brandon, LLC into:

SCP 2002C-1 LLC

2. CVS 2731 Clearwater, L.L.C. into:

SCP 2002C-2 LLC

3. CVS 2758 Margate, L.L.C. into:

SCP 2002C-3 LLC

4. CVS 2895 Miami, L.L.C. into:

SCP 2002C-4 LLC

5. CVS 2893 Miami, L.L.C. into:

SCP 2002C-5 LLC

Profit Amendment

✓ Merger

Nonprofit

Foreign

Dissolution/Withdrawal

Mark

Reinstatement

Limited Partnership

Annual Report

Other

LLC

Name Registration

Change of RA

Fictitious Name

UCC

Certified Copy

Photocopies

CUS

Call When Ready

Call If Problem

After 4:30

Walk In

Will Wait

Pick Up

Mail Out

Name

7/22/02

Order#: 5486872

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Document

Ref#: ****350.00 ****80.00

Examiner

Updater

Verifier

W.P. Verifier

Amount: \$

10p

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

ARTICLES OF MERGER
Merger Sheet

MERGING:

CVS 2895 MIAMI, L.L.C. a Florida entity L02000004218

INTO

SCP 2002C-4 LLC, a Delaware entity, M02000001902

File date: July 22, 2002

Corporate Specialist: Lee Rivers

L02-4218
MOZ-1902
Survivor

**ARTICLES
CERTIFICATE OF MERGER
OF
CVS 2895 Miami, L.L.C.
(a Florida limited liability company)
into
SCP 2002C-4 LLC
(a Delaware limited liability company)**

dated: July 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:

<u>Name</u>	<u>Jurisdiction of Formation or Organization</u>
CVS 2895 Miami, L.L.C.	Florida
SCP 2002C-4 LLC	Delaware

SECOND: The exact name and street address of the principal office of the surviving party to the merger is SCP 2002C-4 LLC, a Delaware member-managed limited liability company (the "Delaware LLC"), c/o CVS Corporation, One CVS Drive, Woonsocket, Rhode Island 02895.

THIRD: The name of the limited liability company being merged into Delaware LLC is CVS 2895 Miami, 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.

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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 ~~ARTICLES~~ Certificate of Merger with the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida.

ARTICLES

TWELFTH: This Certificate 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-4 LLC and CVS 2895 Miami, L.L.C. have caused this Certificate of Merger to be duly executed.

ARTICLES

SCP 2002C-4 LLC

By:

Name: Melanie K. Luker

Title: Authorized Person

CVS 2895 Miami, L.L.C.,
a Florida limited liability company

By:

Name: Melanie K. Luker

Title: Authorized Person

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of July 19, 2002 (this "Agreement"), between CVS 2895 Miami, L.L.C., a Florida limited liability company (the "Florida LLC"), and SCP 2002C-4 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 19, 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 Merger (the "Effective Time").

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(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 608.4381(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 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 Miami 2nd Avenues 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-4 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.

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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.

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- (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.

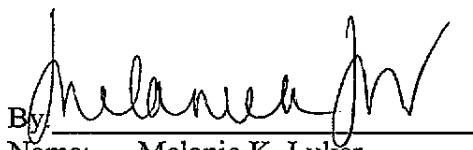
SECTION 6.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflict of laws.

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.

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

CVS 2895 MIAMI, L.L.C.,
a Florida limited liability company

By 
Name: Melanie K. Luker
Title: Authorized Person

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SCP 2002C-4 LLC,
a Delaware limited liability company

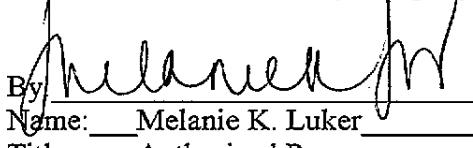
By 
Name: Melanie K. Luker
Title: Authorized Person

EXHIBIT 1

[LIMITED LIABILITY COMPANY AGREEMENT]

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