

LD1000019490

Florida Department of State
Division of Corporations
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To: Division of Corporations
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L. SELLERS

DEC 17 2009

From: Account Name : C T CORPORATION SYSTEM
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EXAMINER

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: MLKURRY@CVS.COM

MERGER OR SHARE EXCHANGE
HOLIDAY CVS, L.L.C.

Certificate of Status	0
Certified Copy	0
Page Count	13
Estimated Charge	\$125.00

RECEIVED
2009 DEC 16 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
09 DEC 16 AM 8:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

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

	<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
LO1000021831	CVS 2874 Clearwater, L.L.C.	Florida	limited liability company
LO2000000698	CVS 4994 Miami, L.L.C.	Florida	limited liability company
LO2000001116	CVS 4998 Melbourne, L.L.C.	Florida	limited liability company
LO2000001112	CVS 4999 Suntree, L.L.C.	Florida	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

	<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
LO1000019490	Holiday CVS, L.L.C.	Florida	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.

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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:

January 1, 2010 at 12:05 a.m.

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:

Not applicable

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
HOLIDAY CVS, L.L.C. By: CVS Pharmacy, Inc., its Sole Member	<i>Melanie K. Luker</i>	Melanie K. Luker, Assistant Secretary
CVS 2874 CLEARWATER, L.L.C. By: CVS VA Distribution, Inc., its Sole Member	<i>Melanie K. Luker</i>	Melanie K. Luker, Assistant Secretary
CVS 4884 MIAMI, L.L.C. By: CVS VA Distribution, Inc., its Sole Member	<i>Melanie K. Luker</i>	Melanie K. Luker, Assistant Secretary
CVS 4988 MELBOURNE, L.L.C. By: CVS VA Distribution, Inc., its Sole Member	<i>Melanie K. Luker</i>	Melanie K. Luker, Assistant Secretary
CVS 4888 SUNTRER, L.L.C. By: CVS VA Distribution, Inc., its Sole Member	<i>Melanie K. Luker</i>	Melanie K. Luker, Assistant Secretary

Corporations: Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)
General partnerships: Signature of a general partner or authorized person
Florida Limited Partnerships: Signatures of all general partners
Non-Florida Limited Partnerships: Signature of a general partner
Limited Liability Companies: Signature of a member or authorized representative

Fees: For each Limited Liability Company: \$25.00
For each Corporation: \$35.00
For each Limited Partnership: \$42.50
For each General Partnership: \$25.00
For each Other Business Entity: \$25.00

Certified Copy (optional): \$30.00

PLAN OF MERGER

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
CVS 2874 Clearwater, L.L.C.	Florida	limited liability company
CVS 4994 Miami, L.L.C.	Florida	limited liability company
CVS 4998 Melbourne, L.L.C.	Florida	limited liability company
CVS 4999 Suntree, L.L.C.	Florida	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Holiday CVS, L.L.C.	Florida	limited liability company

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

SEE EXHIBIT A ATTACHED HERETO

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

SEE EXHIBIT A ATTACHED HERETO

(Attach additional sheet if necessary)

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

SEE EXHIBIT A ATTACHED HERETO

(Attach additional sheet if necessary)

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FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

NONE

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

NONE

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of the 3rd day of December, 2009 among HOLIDAY CVS, L.L.C., a Florida limited liability company (the "Surviving Company"), and THE FLORIDA LIMITED LIABILITY COMPANIES SET FORTH ON EXHIBIT A ATTACHED HERETO (the "Merged LLCs") (hereinafter the Merged LLCs and the Surviving Company are collectively referred to as the "Constituent Entities").

WITNESSETH:

WHEREAS, the Surviving 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, CVS Pharmacy, Inc. (the "Sole Member") holds one hundred percent (100%) of the membership interests of the Surviving Company; and

WHEREAS, the Merged LLCs are duly organized and existing under the laws of the State of Florida and are disregarded as entities separate from their respective owners under Internal Revenue Regulation Section 301.7701-3; and

WHEREAS, CVS VA Distribution, Inc. ("VA Distribution") holds one hundred percent (100%) of the membership interests of each of the Merged LLCs; and

WHEREAS, CVS of DC and VA, Inc. ("CVS of DC") owns all of the issued and outstanding shares of the Common Stock of VA Distribution; and

WHEREAS, the Sole Member owns all of the issued and outstanding shares of the Common Stock of CVS of DC; and

WHEREAS, prior to the Effective Time (as defined below) of the merger contemplated hereunder, CVS of DC, which is the sole shareholder of VA Distribution, the sole member of each of the Merged LLCs, will merge with and into the Sole Member in a transaction that is treated, for federal income tax purposes only, as a merger under Section 368(a)(1)(A) of the Internal Revenue Code (hereinafter referred to as the "CVS of DC Merger"), and as a result the Sole Member thereby shall become the sole shareholder of VA Distribution; and

WHEREAS, prior to the Effective Time of the merger contemplated hereunder, but following the CVS of DC Merger, VA Distribution will merge with and into the Sole Member in a transaction that is treated, for federal income tax purposes only, as a merger under Section 368(a)(1)(A) of the Internal Revenue Code (hereinafter referred to as the "VA Distribution Merger"), and as a result the Sole Member thereby shall become the sole member of each of the Merged LLCs; and

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WHEREAS, VA Distribution, as the initial sole member of each of the Merged LLCs, and the Sole Member, as sole member of the Surviving Company, deem it advisable and in the best interests of the respective Constituent Entities and their respective sole members that the Merged LLCs be merged with and into the Surviving Company under and pursuant to Section 608.438 of the Florida Limited Liability Company Act, in a transaction that is without federal income tax consequences.

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 LLCs shall merge with and into the Surviving Company, which shall be the surviving company, in a transaction that is without federal income tax consequences.

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

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

(a) All of the membership interests of the Merged LLCs outstanding at the Effective Time of the merger shall be canceled, and no payment shall be made to the holders thereof with respect thereto.

(b) All of the membership interests of the Surviving Company outstanding at the Effective Time of the merger shall remain outstanding.

4. Articles of Organization. The Articles of Organization of the Surviving Company, as in effect at the Effective Time of the merger, shall be unchanged and shall continue to be the Articles of Organization of said Surviving Company following the Effective Time of the merger, until further amended and changed pursuant to the provisions of the Florida Limited Liability Company Act.

5. Purposes of Surviving Company. The purposes set forth in the Articles of Organization and Operating Agreement of the Surviving Company, as in effect at the Effective Time of the merger, shall continue in full force and effect as the purposes of the Surviving Company following the Effective Time of the merger.

6. Operating Agreement of Surviving Company. The Operating Agreement of the Surviving Company, as in effect at the Effective Time of the merger, shall continue to be its Operating Agreement following the Effective Time of the merger.

7. Officers. The officers of the Surviving Company at the Effective Time of the merger shall continue as the officers of the Surviving Company following the Effective Time of the merger for the full and unexpired terms of their offices and until their successors have been duly elected and appointed.

8. Approvals. This Agreement requires the approval of the sole member of each of the Merged LLCs (and ratified by the Sole Member, as successor sole member of each of the Merged LLCs) and the approval of the sole member of the Surviving Company in accordance with the provisions of Section 608.4381 of the Florida Limited Liability Company Act, which approvals have been obtained.

9. Effective Time of the Merger.

(a) This Agreement and the merger shall become effective at 12:05 a.m. on January 1, 2010 (the "Effective Time").

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

10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

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

By: CVS Pharmacy, Inc.,
its Sole Member



Name: Thomas S. Moffatt
Title: Assistant Secretary



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

ATTEST:

CVS 2874 CLEARWATER, L.L.C.
(a Florida limited liability company)

By: CVS VA Distribution, Inc.,
its Sole Member



Name: Thomas S. Moffatt
Title: Secretary



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

ATTEST:

CVS 4994 MIAMI, L.L.C.
(a Florida limited liability company)

By: CVS VA Distribution, Inc.,
its Sole Member



Name: Thomas S. Moffatt
Title: Secretary



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

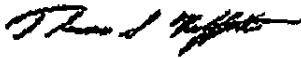
[Signature page to Agreement and Plan of Merger
of the merger of the 4 Florida LLCs
into Holiday CVS, L.L.C.]

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ATTEST:

CVS 4998 MELBOURNE, L.L.C.
(a Florida limited liability company)

By: CVS VA Distribution, Inc.,
its Sole Member



Name: Thomas S. Moffatt
Title: Secretary



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

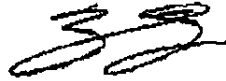
ATTEST:

CVS 4999 SUNTREE, L.L.C.
(a Florida limited liability company)

By: CVS VA Distribution, Inc.,
its Sole Member



Name: Thomas S. Moffatt
Title: Secretary



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

{Signature page to Agreement and Plan of Merger
of the merger of the 4 Florida LLCs
into Holiday CVS, L.L.C.}

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EXHIBIT A

**LIST OF THE FOUR (4) FLORIDA LIMITED LIABILITY COMPANIES
MERGING WITH AND INTO
HOLIDAY CVS, L.L.C.**

Name of Merging LLC
CVS 2874 Clearwater, L.L.C.
CVS 4994 Miami, L.L.C.
CVS 4998 Melbourne, L.L.C.
CVS 4999 Suntree, L.L.C.