



**State of Rhode Island
Department of State - Business Services Division**



Application for Articles of Merger

DOMESTIC or FOREIGN Business Corporation, Partnership, Limited Liability Company or Non-Profit Corporation

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Partnership Fee: \$50.00
- Non-Profit Corporation Fee: \$25.00

Pursuant to the provisions of RIGL Title 7, the undersigned entities submit the following Articles of Merger or Consolidation for the purpose of merging or consolidating them into one entity:

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE under which entity is organized
	Circle Tallahassee RE, L.L.C.	Limited Liability Com	FL
000014414	CVS Pharmacy, Inc.	Corporation	RI

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving entity is:
CVS Pharmacy, Inc.

which is to be governed by the laws of the state of:
Rhode Island

d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. A Plan of Merger or Consolidation **MUST** be attached.

e. If the surviving entity's name has been amended via the merger, please state the new name:

f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:
One CVS Drive, Woonsocket, RI 02895

MAIL TO:
Division of Business Services
148 W. River Street, Providence, Rhode Island 02904-2615
Phone: (401) 222-3040
Website: www.sos.ri.gov

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g. Date when these Articles of Merger or Consolidation will be effective: **CHECK ONE BOX ONLY**

Date received (Upon filing)

Later effective date (see instructions) _____

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO RIGL CHAPTER 7-1.2.

a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of RIGL Chapter 7-1.2.

b. The corporation certifies that it has no outstanding tax obligations. As required by RIGL § 7-1.2-1309, the corporation has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]

c. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is:

ii) The date a copy of the plan of merger was mailed to shareholders of the subsidiary corporation is (such date shall not be less than 30 days from the date of filing):

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL CHAPTER 7-6.

a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

SECTION IV: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A PARTNERSHIP PURSUANT TO RIGL CHAPTER 7-13.1 or 7-12.1.

a. The partnership certifies that it has no outstanding tax obligations. As required by RIGL 7-13.1-213 and 7-12.1-914, the partnership has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov.]

SECTION V: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED LIABILITY COMPANY PURSUANT TO RIGL CHAPTER 7-16.

a. The limited liability company certifies that it has no outstanding tax obligations. As required by RIGL § 7-16-8, the limited liability company has paid all fees and taxes. [Note: Tax status can be verified by emailing tax.collections@tax.ri.gov]

SECTION VI: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

CVS Pharmacy, Inc.

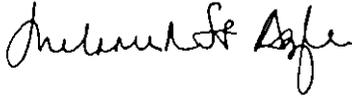
Type or Print Name of Person Signing

Melanie K. St Angelo

Title of Person Signing

Assistant
Secretary

Signature



Date

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

Circle Tallahassee RE, L.L.C.

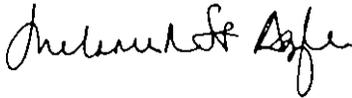
Type or Print Name of Person Signing

Melanie K. St Angelo

Title of Person Signing

Secretary

Signature



Date

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of the 11th day of December, 2024, between CVS Pharmacy, Inc., a Rhode Island corporation (the "Surviving Company"), and Circle Tallahassee RE, L.L.C., a Florida Limited Liability Company (the "Merged Company") (hereinafter the Merged Company and the Surviving Company are collectively referred to as the "Constituent Entities").

W I T N E S S E T H:

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

WHEREAS, the Surviving Company holds one hundred percent (100%) of the membership interests of the Merged Company; and

WHEREAS, the Merged Company is duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Board of Directors of the Surviving Company deems it advisable and in the best interests of the respective Constituent Entities that the Merged Company be merged with and into the Surviving Company under and pursuant to Section 7-1.2-1006 of the Rhode Island Business Corporation Act and Florida statute 605.1023, 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 Company shall merge with and into Surviving Company, which shall be the Surviving Company, in a transaction that is without federal income tax consequences (the "Merger").

2. Terms and Conditions. At the Effective Time of the Merger, the separate existence of the Merged Company shall cease, and the Surviving Company shall succeed to all the rights, privileges, immunities, licenses and franchises, and all the property, real, personal and mixed, of the Merged Company, without the necessity for any separate transfers. The Surviving Company 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 Common Stock of the Surviving Company are as follows:

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

(b) Each share of the Common Stock of the Surviving Company issued and outstanding at the Effective Time of the Merger shall remain issued and outstanding.

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

5. Purposes of Surviving Company. The purposes set forth in the Articles of Incorporation 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. By-Laws of Surviving Company. The By-Laws of the Surviving Company, as in effect at the Effective Time of the Merger, shall continue to be its By-Laws following the Effective Time of the Merger.

7. Directors and Officers. The directors and officers of the Surviving Company at the Effective Time of the Merger shall continue as the directors and officers of the Surviving Company following 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 the Merged Company in accordance with Florida statute 605.1023, and the board of directors and sole shareholder of the Surviving Company pursuant to Section 7-1.2-1004 of the Rhode Island Business Corporation Act, which approvals have been obtained.

9. Effective Time of the Merger.

(a) This Agreement and the Merger shall become effective on December 23, 2024 (the "Effective Time").

(b) The legal 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 identities, existences, purposes, powers, objects, franchises, rights, and immunities of the Merged Company 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 Rhode Island.

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.

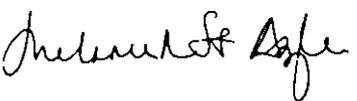
IN WITNESS WHEREOF, each of the Constituent Entities, pursuant to authority duly granted by the respective sole member and the board of directors and shareholders of the Constituent Entities, has caused this Agreement to be executed by its duly authorized officers.

CVS Pharmacy, Inc.


By: _____
Name: Melanie K. St Angelo
Title: Assistant Secretary

Circle Tallahassee RE, L.L.C.
(a Florida Limited Liability Company)

By: CVS Pharmacy, Inc.
its Sole Member


By: _____
Name: Melanie K. St Angelo
Title: Assistant Secretary



State of Rhode Island
Department of State | Office of the Secretary of State
Gregg M. Amore, *Secretary of State*

I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this
office on this day:

December 23, 2024 02:09 PM

A handwritten signature in black ink that reads "Gregg M. Amore".

Gregg M. Amore
Secretary of State

