

H07987

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MERGER OR SHARE EXCHANGE

BANC OF AMERICA INVESTMENT SERVICES, INC

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STATE OF FLORIDA
ARTICLES OF MERGER

BANC OF AMERICA AGENCY OF NEVADA, INC., A Nevada Corporation
into
BANC OF AMERICA INVESTMENT SERVICES, INC. a Florida corporation

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

FIRST: The name and jurisdiction of the surviving corporation is Banc of America Investment Services, Inc., a Florida corporation, document number HO7987.

SECOND: The name and jurisdiction of the merging corporation is Banc of America Agency of Nevada, Inc., a Nevada corporation.

THIRD: The "Agreement and Plan of Merger" is attached as Exhibit A hereto.

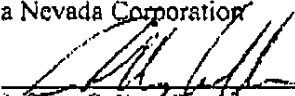
FOURTH: The merger shall become effective on August 21, 2009.

FIFTH: The Agreement and Plan of Merger was adopted by Bank of America, National Association, as the sole shareholder of Banc of America Investment Services, Inc. on August 18, 2009.

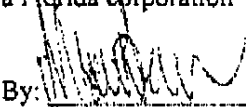
SIXTH: The Agreement and Plan of Merger was adopted by Banc of America Investment Services, Inc., as the sole shareholder of Banc of America Agency of Nevada, Inc. on August 18, 2009.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of August 18, 2009.

BANC OF AMERICA AGENCY OF NEVADA, INC.
a Nevada Corporation


Jeffrey Cullen, President

BANC OF AMERICA INVESTMENT SERVICES, INC.
a Florida corporation

By: 
Mark Benson, President

AGREEMENT AND PLAN OF MERGER

BETWEEN

BANC OF AMERICA AGENCY OF NEVADA, INC.
A Nevada Corporation

AND

BANC OF AMERICA INVESTMENT SERVICES, INC.
A Florida Corporation

August **THIS AGREEMENT AND PLAN OF MERGER** made and entered into on the 16th day of ~~August~~ 2009, by and between Banc of America Agency of Nevada, Inc., and Banc of America Investment Services, Inc., said corporations, being hereunder sometimes referred to as "Absorbed" and "Survivor", respectively, or, together as the "Constituent Corporations",

WITNESSETH THAT:

WHEREAS, Absorbed, was formed under the name "Banc of America Agency of Nevada, Inc.", and is a corporation organized and existing under the laws of the State of Nevada, its Articles of Incorporation having been filed in the Office of the Secretary of State of the State of Nevada on June 24, 1999; and

WHEREAS, Survivor, was formed under the name "Pan American Brokerage Service Inc.", and is a corporation organized and existing under the laws of the State of Florida; and

WHEREAS, the aggregate number of shares which Survivor has authority to issue is 1,000 shares; and

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable that Absorbed be merged into Survivor on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the State of Nevada and the State of Florida, which permit such merger;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions hereinafter contained, Absorbed and Survivor, by their respective Boards of Directors, have agreed and do hereby agree, each with the other as follows:

ARTICLE I

Absorbed and Survivor shall be merged into a single corporation in accordance with the applicable provisions and laws of the State of Nevada and the State of Florida, by Absorbed merging into Survivor, which shall be the surviving corporation. The separate existence of Absorbed shall cease and the existence of Survivor shall continue unaffected and unimpaired by the merger with all rights, privileges, immunities and powers, and subject to all duties and liabilities of a corporation organized under the laws of the State of Florida.

ARTICLE II

The Articles of Incorporation of Survivor shall continue to be its Articles of Incorporation following the effective date of the merger, until the same shall be altered or amended.

The Bylaws of Survivor shall be and remain the Bylaws of Survivor until altered, amended or repealed.

The Directors and Officers of Survivor in office on the effective date of the merger shall continue in office and shall constitute the Directors and Officers of Survivor for the term elected until their respective successors shall be elected or appointed and qualified.

ARTICLE III

The manner and basis of converting the outstanding ownership interests and/or shares of the capital stock of the Constituent Corporations is as follows:

1. Each transferable share of Absorbed capital issued and outstanding at the effective date of the merger shall be cancelled and no consideration shall be issued or paid with respect thereto.
2. The shares of common stock of Survivor that are issued and outstanding immediately prior to the effective time of the merger shall remain issued and outstanding and shall be unaffected by the merger.

ARTICLE IV

The consummation of the merger is conditioned upon the following

- a) Approval of this Agreement and Plan of Merger by the boards of directors and shareholders of the Constituent Corporations.
- b) Receipt of required regulatory approvals, if required.
- c) Absence of governmental action prohibiting consummation.
- d) Receipt of all required permits and authorizations under state securities laws.
- e) Performance of all required obligations by the respective parties and receipt by the parties of appropriate documents to such effect.

ARTICLE V

Survivor shall possess all the rights, privileges, immunities, powers and franchises of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations; and all property, real, personal and mixed, including all patents, applications for patents, trademarks, trademark registrations and applications for registration of trademarks, together with the goodwill of the business in connection with which said patents and marks are used, and all debts due on whatever account, including subscriptions to shares of capital stock, and all other choses in action and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be deemed to be transferred to and vested in Survivor without further act or deed, and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger.

Survivor shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or Survivor may be substituted in the place of Absorbed and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger. Survivor shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of Absorbed.

ARTICLE VI

Survivor shall pay all expenses of accomplishing the merger.

If at any time Survivor shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to perfect or confirm of record in Survivor the title to any property or rights of Absorbed, or to otherwise carry out the provisions hereof, the Directors of Absorbed as of the effective date of the merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights of Survivor.

Each of the Constituent Corporations shall take, or cause to be taken, all actions or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Nevada and the State of Florida to consummate and make effective the merger, subject, however, to the appropriate vote or consent of the shareholders of each of the Constituent Corporations in accordance with the requirements of the applicable provisions of the laws of the State of Nevada and the State of Florida.

The Merger shall become effective upon the occurrence of the filing of the Articles of Merger with the Secretary of State of Florida and the filing of the Articles of Merger with the Secretary of State of Nevada, or such later date and time as may be set forth therein.

ARTICLE VII

Survivor agrees that it may be served with process in the State of Nevada in any proceeding for enforcement of any obligation of any constituent corporation of Nevada, as well as for enforcement of any obligation of Survivor arising from this merger, including any suit or other proceedings to enforce the rights of any stockholders pursuant to the applicable provisions of the Nevada state laws and irrevocably appoints the Secretary of State of Nevada as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Survivor at Bank of America, 555 California Street, CA5-705-08-01, San Francisco, CA 94104.

ARTICLE VIII

Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be abandoned by actions of the Board of Directors of either of the Constituent Corporations, without further shareholder action, at any time prior to the effective date specified in this Agreement and Plan of Merger.

This Agreement and Plan of Merger may be executed in any number of counterparts, each of which shall be an original document and which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the Constituent Corporations, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused this Agreement and Plan of Merger to be executed by an authorized officer of each party thereto.

BANC OF AMERICA AGENCY OF NEVADA, INC.
a Nevada Corporation



Jeffrey Cullen, President

BANC OF AMERICA INVESTMENT SERVICES, INC.
a Florida Corporation



Mark Benson, President