

S13593

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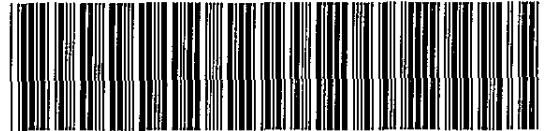
(Business Entity Name)

(Document Number)

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2006 JAN 18 PM 1:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
02-01-06

RECEIVED
06 JAN 18 AM 11:14
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TALLAHASSEE, FLORIDA

Merger
C. Coulliette JAN 18 2006



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 813958 4319772
AUTHORIZATION : *[Handwritten Signature]*
COST LIMIT : \$ 70.00

ORDER DATE : January 16, 2006
ORDER TIME : 10:05 AM
ORDER NO. : 813958-055
CUSTOMER NO: 4319772

ARTICLES OF MERGER

WELLS FARGO FINANCIAL
ACCEPTANCE FLORIDA, INC.

INTO

WELLS FARGO FINANCIAL SYSTEM
FLORIDA, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

TWO PLAIN STAMPED COPIES

CONTACT PERSON: Amanda Haddan

EXAMINER'S INITIALS: _____

**ARTICLES OF MERGER
OF
WELLS FARGO FINANCIAL ACCEPTANCE SYSTEM FLORIDA, INC.
AND
WELLS FARGO FINANCIAL SYSTEM FLORIDA, INC.**

To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic corporations herein named do hereby adopt the following articles of merger.

1. Annexed hereto and made a part hereof is the Plan of Merger for merging Wells Fargo Financial Acceptance System Florida, Inc. with and into Wells Fargo Financial System Florida, Inc.

2. The Plan and Agreement of Merger was approved and adopted by written consent of the sole shareholder of Wells Fargo Financial Acceptance System Florida, Inc. on January 13, 2006.

3. Approval of the Plan and Agreement of Merger by the sole shareholder of Wells Fargo Financial System Florida, Inc. was not required. The Board of Directors of Wells Fargo Financial System Florida, Inc. approved and adopted the Plan and Agreement of Merger on January 13, 2006.

4. Wells Fargo Financial System Florida, Inc. will continue its existence as the surviving corporation under its present name pursuant to the provisions of the Florida Business Corporation Act.

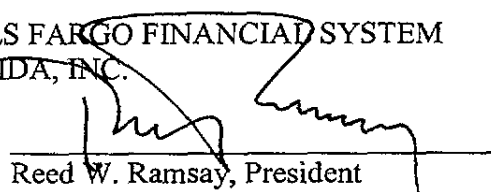
5. The effective time and date of the merger herein shall provided for shall be 8:00 a.m. on February 1st, 2006.

Executed on January 13th 2006.

WELLS FARGO FINANCIAL ACCEPTANCE
SYSTEM FLORIDA, INC.

By: 
Reed W. Ramsay, President

WELLS FARGO FINANCIAL SYSTEM
FLORIDA, INC.

By: 
Reed W. Ramsay, President

FILED
2006 JAN 18 PM 1:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
02-01-06

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger is made by and among Wells Fargo Financial Acceptance System Florida, Inc., a Florida corporation, and Wells Fargo Financial System Florida, Inc., a Florida corporation.

RECITALS

The respective Boards of Directors of Wells Fargo Financial Acceptance System Florida, Inc. and Wells Fargo Financial System Florida, Inc. having deemed the merger to be desirable and in the best interest of their shareholders duly adopted resolutions approving this Plan and Agreement of Merger. The Board of Directors of Wells Fargo Financial Acceptance System Florida, Inc. further directed that this Plan and Agreement of Merger be submitted to the sole shareholder of Wells Fargo Financial Acceptance System Florida, Inc. for approval, and recommended that said shareholder approve this Plan and Agreement of Merger. The sole shareholder of Wells Fargo Financial Acceptance System Florida, Inc. approved this Plan and Agreement of Merger.

In consideration of the foregoing recitals and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the merger, and the manner of carrying the same into effect, the parties hereto have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

In accordance with the provisions of this Plan and Agreement of Merger and the laws of the State of Florida, Wells Fargo Financial Acceptance System Florida, Inc. shall be merged with and into Wells Fargo Financial System Florida, Inc., which shall continue in existence as the surviving corporation.

The name of the surviving company shall be Wells Fargo Financial System Florida, Inc.

ARTICLE II

The merger shall become effective upon the filing of Articles of Merger, incorporating this Plan and Agreement of Merger as the plan of merger, with the Florida Department of State pursuant to the provisions of the laws of the State of Florida, or at such other date and time as may be agreed upon by the parties hereto and specified in such Articles of Merger as permitted by the Florida Business Corporation Act, said effective date and time hereinafter referred to as the "Effective Date."

ARTICLE III

On the Effective Date, by virtue of the merger, and without any action on the part of the holder of any share of capital stock of either of the corporations involved:

(a) Each share of Wells Fargo Financial Acceptance System Florida, Inc. voting common stock issued and outstanding immediately prior to the Effective Date shall be canceled without consideration.

(b) None of the shares of Wells Fargo Financial System Florida, Inc. common stock issued and outstanding as of the Effective Date shall be converted as a result of the merger, but all such shares shall remain issued and outstanding shares of the common stock of Wells Fargo Financial System Florida, Inc., as the surviving corporation.

ARTICLE IV

The Articles of Incorporation of Wells Fargo Financial System Florida, Inc. in effect immediately prior to the Effective Date shall continue in effect as the Articles of Incorporation of Wells Fargo Financial System Florida, Inc., as the surviving corporation. Such Articles of Incorporation, separate and apart from this Plan and Agreement of Merger shall be, and may be separately certified as the Articles of Incorporation of Wells Fargo Financial System Florida, Inc., as the surviving corporation.

ARTICLE V

(a) The By-Laws of Wells Fargo Financial System Florida, Inc. in effect immediately prior to the Effective Date shall continue in effect as the By-Laws of Wells Fargo Financial System Florida, Inc., as the surviving corporation, until altered, amended, or repealed.

(b) The directors and officers of Wells Fargo Financial System Florida, Inc. immediately prior to the Effective Date shall continue to be the directors and officers of Wells Fargo Financial System Florida, Inc., as the surviving corporation, to serve, in each case, until their successors shall have been elected and shall qualify.

ARTICLE VI

This Plan and Agreement of Merger may be terminated or abandoned, at any time prior to the filing of this Plan and Agreement of Merger with the Florida Department of State, by the Board of Directors of either Wells Fargo Financial Acceptance System Florida, Inc. or Wells Fargo Financial System Florida, Inc., whether prior to or after approval of this Plan and Agreement of Merger by the shareholder of Wells Fargo Financial Acceptance System Florida, Inc.

ARTICLE VII

On the Effective Date, the separate existence of Wells Fargo Financial Acceptance System Florida, Inc. shall cease, and the corporate existence and identity of Wells Fargo Financial System Florida, Inc., as the surviving corporation, shall continue under the name Wells Fargo Financial System Florida, Inc. Wells Fargo Financial System Florida, Inc. shall have all of the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the laws of the State of Florida. Wells Fargo Financial System Florida, Inc. shall thereupon and thereafter, to the extent consistent with its Articles of

Incorporation, possess all the rights, privileges, immunities, and franchises of a public as well as of a private nature, of Wells Fargo Financial Acceptance System Florida, Inc., and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choices in action, and all and every other interest, of or belonging to or due to Wells Fargo Financial Acceptance System Florida, Inc., shall be taken and deemed to be transferred to and vested in Wells Fargo Financial System Florida, Inc., without further act or deed; and the title to any real estate or other property, or any interest therein, owned by Wells Fargo Financial Acceptance System Florida, Inc., shall be vested in Wells Fargo Financial System Florida, Inc. without reversion or impairment.

Wells Fargo Financial System Florida, Inc. shall thenceforth be responsible for all the liabilities and obligations of Wells Fargo Financial Acceptance System Florida, Inc., and any claims existing or action or proceeding pending by or against Wells Fargo Financial Acceptance System Florida, Inc. may be prosecuted by judgment as if the merger had not taken place, or Wells Fargo Financial System Florida, Inc. may be substituted in its place. Neither the rights of creditors nor any liens upon the property of Wells Fargo Financial Acceptance System Florida, Inc. or Wells Fargo Financial System Florida, Inc. shall be impaired by the merger.

ARTICLE VIII

This Plan and Agreement of Merger and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida, except as otherwise required by law.

[This space intentionally left blank.]

IN WITNESS WHEREOF, Wells Fargo Financial Acceptance System Florida, Inc. and Wells Fargo Financial System Florida, Inc. have executed this Plan and Agreement of Merger by and through their duly authorized officers.

WELLS FARGO FINANCIAL ACCEPTANCE
SYSTEM FLORIDA, INC.

By:  _____

Its: Reed W. Ramsay, President

By:  _____

Its: Gary M. Poetting, Vice President and
Secretary

WELLS FARGO FINANCIAL SYSTEM
FLORIDA, INC.

By:  _____

Its: Reed W. Ramsay, President

By:  _____

Its: Gary M. Poetting, Vice President and
Secretary