

681965

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merger

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1/25/06



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 827195 _ 167868A

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : January 23, 2006

ORDER TIME : 3:38 PM

ORDER NO. : 827195-005

CUSTOMER NO: 167868A

ARTICLES OF MERGER

JEFFERSON PROPERTIES, INC.

INTO

ABCA, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Kelly Courtney

EXAMINER'S INITIALS: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 24, 2006

CSC
Atten: Kelly Courtney
1201 Hays Street
Tallahassee, FL 32301

SUBJECT: ABCA, INC.
Ref. Number: 681965

RESUBMIT
Please give original
submission date as filed date.

We have received your document for ABCA, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Document Specialist

Letter Number: 706A00005005

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06 JAN 25 AM 8:43
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

1/31/06

STATE OF FLORIDA
ARTICLES OF MERGER

FILED
06 JAN 23 PM 4:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

of

JEFFERSON PROPERTIES, INC.

(a Virginia corporation and referred to herein as the "Merging Entity")

and

ABCA, INC.

(a Florida corporation and referred to herein as the "Surviving Entity")

Pursuant to the provisions of the Florida Business Corporation Act, the Merging Entity and the Surviving Entity do hereby submit the following Articles of Merger:

FIRST: The name of the surviving corporation is ABCA, Inc., a Florida corporation (the "Surviving Entity"), and the name of the corporation being merged into the Surviving Entity is Jefferson Properties, Inc., a Virginia corporation (the "Merging Entity" and, together with the Surviving Entity, the "Constituent Entities").

SECOND: An Agreement and Plan of Merger (the "Plan of Merger") has been approved and adopted by the unanimous written consent of the shareholders of the Merging Entity in accordance with Title 13.1, Chapter 9 of the Virginia Code and by the unanimous written consent of shareholders of the Surviving Entity in accordance with Chapter 607 of the Florida Business Corporation Act on January 17, 2006. The Plan of Merger is attached hereto as Exhibit A and incorporated herein by reference.

THIRD: The merger is to become effective on January 31, 2006 at 11:59 p.m., Eastern Standard Time.

[Signature page follows on next page.]

IN WITNESS WHEREOF, the undersigned have caused this certificate to be signed by an authorized officer, this _____ day of January, A.D., 2006. _____

“Merging Entity”:

JEFFERSON PROPERTIES INC.

By: Beverly W. Jackson

Name: Beverly W. Jackson

Title: Assistant Vice President

“Surviving Entity”:

ABCA, INC.

By: Beverly W. Jackson

Name: Beverly W. Jackson

Title: Assistant Vice President

Exhibit A

**Attached is a copy of the
Agreement and Plan of Merger between**

**AGREEMENT AND PLAN OF MERGER OF
JEFFERSON PROPERTIES INC.
WITH AND INTO
ABCA, INC.**

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), by and between Jefferson Properties Inc., a Virginia corporation (hereinafter "Jefferson Properties" and being sometimes referred to herein as the "Merging Entity") and ABCA, Inc., a Florida corporation (hereinafter "ABCA" and being sometimes referred to herein as the "Surviving Entity"), sets forth the terms and conditions upon which Jefferson Properties shall be merged with and into ABCA.

RECITALS

WHEREAS, the Merging Entity is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia;

WHEREAS, the Surviving Entity is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and

WHEREAS, Wachovia Corporation ("Wachovia") desires that the Merging Entity, Wachovia's wholly-owned subsidiary, merge into the Surviving Entity, also a wholly-owned subsidiary of Wachovia, in a transaction structured to qualify as a tax-free statutory merger under Section 368 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of such merger and the mode of carrying it into effect, as follows:

**ARTICLE I
CONSTITUENT CORPORATIONS**

Section 1.1 **Entities to be Merged.** The corporate entities that will be merged pursuant to this Agreement are Jefferson Properties and ABCA (such entities being sometimes collectively referred to herein as the "Constituent Entities").

Section 1.2 **Name of Surviving Entity.** ABCA shall be the surviving entity, and as the surviving entity shall retain the name ABCA, Inc.

**ARTICLE II
TERMS AND CONDITIONS OF THE MERGER**

Section 2.1 **Merger and Effect.** Jefferson Properties shall be merged with and into the Surviving Entity, effective as provided in Section 2.2 below (the "Merger"). The Surviving Entity shall continue to be governed by the laws of the State of Florida, and the separate corporate existence of Jefferson Properties shall thereby cease. The Merger shall be pursuant to,

and have the effect provided by, the applicable provisions of the Virginia Code and of the Florida Business Corporation Act.

Section 2.2 **Effective Time.** The Merger shall become effective on January 31, 2006 at 11:59 p.m. Eastern Standard Time (such time and date being referred to herein as the "Effective Time").

Section 2.3 **Rights of Constituent Entities.** From and after the Effective Time, the Surviving Entity shall, to the extent consistent with its Articles of Incorporation, possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Entities. All property (real, personal and mixed), all debts due on whatever account (and all other choses in action) and all and every other interest (of or belonging to or due to each of the Constituent Entities) shall be taken and deemed to be transferred to and vested in the Surviving Entity, without further act or deed. Title to any real estate, or any interest therein, vested in each of the Constituent Entities shall not revert to or be in any way impaired by reason of the Merger.

Section 2.4 **Debts and Liabilities of Merging Entity.** From and after the Effective Time, the Surviving Entity shall thenceforth be responsible and liable for all debts, liabilities, obligations, duties and penalties of each of the Constituent Entities, and the same shall thenceforth attach to the Surviving Entity and may be enforced against the Surviving Entity to the same extent as if said debts, liabilities, obligations, duties and penalties had been incurred or contracted by the Surviving Entity. No liability or obligation due at the Effective Time, or then become due, nor any claim or demand for any cause then existing against either of the Constituent Entities (or any stockholder, member, director, manager, partner or officer thereof) shall be released or impaired by the Merger. All rights of creditors and all liens upon property of each of the Constituent Entities shall be preserved unimpaired. Any existing claim and any action or proceeding, civil or criminal, pending by or against either of the Constituent Entities may be prosecuted as if the Merger had not taken place, with the Surviving Entity being substituted in place of Jefferson Properties, and any judgment rendered against either of the Constituent Entities may be enforced against the Surviving Entity.

ARTICLE III

ARTICLES OF INCORPORATION AND BYLAWS

Section 3.1 **Articles of Incorporation.** At the Effective Time, the Articles of Incorporation of the Surviving Entity (the "Articles of Incorporation") shall continue to be the Articles of Incorporation of the Surviving Entity, and no change to such Articles of Incorporation shall be effected by the Merger.

Section 3.2 **Bylaws.** At the Effective Time, the governing document of the Surviving Entity (the "Bylaws") shall continue to be the Bylaws of the Surviving Entity, and no change to such Bylaws shall effected by the Merger. After the Effective Time, the Bylaws may be amended and modified, from time to time, in accordance with its terms and applicable law.

Section 3.3 **Directors and Officers of the Surviving Entity.** At the Effective Time, the directors and officers of the Surviving Entity (the "Management") shall continue to be the directors and officers of the Surviving Entity, subject to the Articles of Incorporation and the Bylaws and the laws of the State of Florida, and no change to the Management shall be effected by the Merger. After the Effective Time, the Management may be restructured and modified, from time to time, in accordance with the Articles of Incorporation, Bylaws and the laws of the state of Florida.

ARTICLE IV

MANNER AND BASIS OF CONVERTING OWNERSHIP INTERESTS

Section 4.1 **Ownership Interests of Merging Entity.** Due to the fact that the Merging Entity and the Surviving Entity both are wholly owned Wachovia Corporation, at the Effective Time, by virtue of the Merger, each share of capital stock of the Merging Entity, issued and outstanding immediately prior to the Effective Time, shall be deemed cancelled and cease to exist by virtue of the Merger, without any action on the part of the holder thereof, and shall not be converted into any interest of the Surviving Entity.

Section 4.2 **Ownership Interests in Surviving Entity.** At the Effective Time, each issued and outstanding share of capital stock in the Surviving Entity immediately prior to the Merger (i) shall not be converted, exchanged or altered in any manner as a result of the Merger, (ii) shall remain the only outstanding ownership interests in the Surviving Entity, and (iii) shall continue to be held in accordance with the Articles of Incorporation and the Bylaws.

Section 4.3 **No Additional Security Issuance.** No cash, shares, units, securities, certificates or obligations will be distributed or issued as a result of the Merger.

ARTICLE V

MISCELLANEOUS

Section 5.1 **Termination of Agreement.** This Agreement may be terminated by the action of either of the Constituent Entities at any time prior to the Effective Time.

Section 5.2 **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

Section 5.3 **Amendments.** Except as provided in Section 5.1, this Agreement may be amended, modified or supplemented only in writing signed by a duly authorized representative of each of the Constituent Entities.

Section 5.4 **Construction; Counterparts.** The headings preceding the text of Articles and Sections of this Agreement are for convenience only and shall not be deemed part of this Agreement. In case any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in one or more counterparts, each

of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

Section 5.5 **Further Assurances.** Each of the Constituent Entities agrees to take such further actions and to execute or cause to be executed such additional documents, instruments or agreements as are necessary or desirable in order to carry out the intent and purposes of this Agreement.

Section 5.6 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Constituent Entities and their respective successors and assigns.

Section 5.7 **Entire Agreement; Binding Effect.** This Agreement constitutes the complete agreement of the Constituent Entities with respect to the subject matter hereof, supersedes all prior discussions, negotiations and understandings, and shall be binding and effective as of the date hereof.

[Signature page(s) follow(s) on next page.]

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed as of the 17 day of January, 2006.

"Merging Entity":

JEFFERSON PROPERTIES INC.

By: Beverly W. Jackson

Name: Beverly W. Jackson

Title: Assistant Vice President

"Surviving Entity":

ABCA, INC.

By: Beverly W. Jackson

Name: Beverly W. Jackson

Title: Assistant Vice President