

681965

Florida Department of State

Division of Corporations
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RESUBMIT
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To: Division of Corporations
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From: Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-0821
Fax Number : (850) 558-1515

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

Email Address: _____

**MERGER OR SHARE EXCHANGE
WELLS FARGO CENTRAL PACIFIC HOLDINGS, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	00x 09
Estimated Charge	\$70.00

2012 MAY -12 AM 10:58
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TALLAHASSEE, FLORIDA

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5/7/12



May 2, 2012

FLORIDA DEPARTMENT OF STATE
Division of Corporations

ABCA, INC.
225 WATER STREET
JACKSONVILLE, FL 32202

SUBJECT: ABCA, INC.
REF: 681965

RESUBMIT

Please give original
submission date as file date.

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please include the exact date of adoption in the sixth & seventh paragraph on page 1. The plan of merger was not attached.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey
Regulatory Specialist II

FAX Aud. #: H12000121510
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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA**ARTICLES OF MERGER**

(Profit Corporations)

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

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Wells Fargo Central Pacific Holdings, Inc. California		n/a

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
ABCA, Inc.	Florida	681965

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 05/01/2012 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

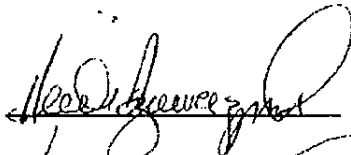
Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on April 30, 2012.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on April 30, 2012.

Seventh: SIGNATURES FOR EACH CORPORATION

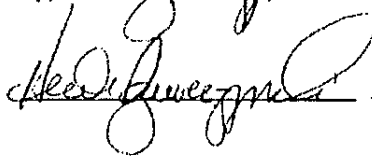
Name of Corporation Individual	Signature of an Officer or Director	Typed/ Printed Name of & Title
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Wells Fargo Central
Pacific Holdings, Inc.

A handwritten signature in black ink, appearing to read 'Heidi Dzialeczynski', written over a horizontal line.

Heidi Dzialeczynski, SVP

ABCA, Inc.

A handwritten signature in black ink, appearing to read 'Heidi Dzialeczynski', written over a horizontal line.

Heidi Dzialeczynski, SVP

**AGREEMENT AND PLAN OF MERGER OF
ABCA, INC.
WITH AND INTO
WELLS FARGO CENTRAL PACIFIC HOLDINGS, INC.**

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), by and between ABCA, Inc., a Florida corporation (hereinafter the "Merging Entity") and Wells Fargo Central Pacific Holdings, Inc., a California corporation (hereinafter the "Surviving Entity"), sets forth the terms and conditions upon which the Merging Entity shall be merged with and into the Surviving Entity.

RECITALS

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

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

WHEREAS, the sole shareholder and each member of the Board of Directors of the Merging Entity and the Surviving Entity have approved, and deem it advisable and in the best interests of the Merging Entity and the Surviving Entity, respectively, to consummate a business combination transaction whereby the Merging Entity will merge with and into the Surviving Entity on such terms and provisions as set forth herein (the "Merger").

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 ABCA, Inc. and Wells Fargo Central Pacific Holdings, Inc. (such entities being sometimes collectively referred to herein as the "Constituent Entities").

Section 1.2 **Name of Surviving Entity.** The Surviving Entity shall be the surviving entity and as the surviving entity shall retain the name Wells Fargo Central Pacific Holdings, Inc.

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

Section 2.1 **Merger and Effect.** The Merging Entity shall be merged with and into the Surviving Entity, effective as provided in Section 2.2 below. The Surviving Entity shall continue to be governed by the laws of the State of California, and the separate corporate existence of the Surviving Entity shall thereby cease. The Merger shall be pursuant to, and have the effect

provided by, the applicable provisions of the Florida Business Corporation Act and of the California General Corporation Law.

Section 2.2 **Effective Time.** The Merger shall become effective as of May 1, 2012 at 12:02 a.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 shareholder, 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 the Merging Entity, 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 bylaws of the Surviving Entity (the "**Bylaws**") shall continue to be the Bylaws of the Surviving Entity, and no change to such Bylaws shall be 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, the Bylaws and the laws of the State of California, 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, the Bylaws and the laws of the State of California.

ARTICLE IV
MANNER AND BASIS OF CONVERTING OWNERSHIP INTERESTS

Section 4.1 **Ownership Interests of Merging Entity.** At the Effective Time, by virtue of the Merger, each membership interest of the Merging Entity issued and outstanding immediately prior to the Effective Time shall be deemed cancelled and cease to exist, without any action on the part of the holder thereof and without consideration therefor, 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 California.

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
April ____, 2012.

"Merging Entity":

ABCA, INC.

By: 

Name: Heidi Dziewczynski

Title: Senior Vice President & Asst. Treasurer

"Surviving Entity":

**WELLS FARGO CENTRAL PACIFIC
HOLDINGS, INC.**

By: 

Name: Heidi Dziewczynski

Title: Senior Vice President

By: 

Name: Hollye Summons

Title: Assistant Secretary