

F96006

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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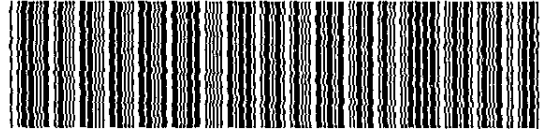
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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900063488429

*Merger*

EXPIRATION DATE  
*2/1/06*

FILED  
06 JAN 23 PM 1:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
05 JAN 18 AM 11:16  
TALLAHASSEE, FLORIDA

*ADR*  
*1/23/06*



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 813958 4319772

AUTHORIZATION

*[Handwritten signature]*

COST LIMIT : \$ 70.00

ORDER DATE : January 16, 2006

ORDER TIME : 10:06 AM

ORDER NO. : 813958-060

CUSTOMER NO: 4319772

ARTICLES OF MERGER

WELLS FARGO FINANCIAL  
ACCEPTANCE FLORIDA, INC.

INTO

WELLS FARGO FINANCIAL FLORIDA,  
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

TWO PLAIN STAMPED COPIES

CONTACT PERSON: Amanda Haddan

EXAMINER'S INITIALS: \_\_\_\_\_



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

January 18, 2006

CSC  
ATTN: AMANDA  
TALLAHASSEE, FL

SUBJECT: WELLS FARGO FINANCIAL FLORIDA, INC.  
Ref. Number: F96006

We have received your document for WELLS FARGO FINANCIAL FLORIDA, INC. and the authorization to debit your account in the amount of \$~~70~~. However, the document has not been filed and is being returned for the following:

You will need to remove all references to "Wells Fargo Financial Acceptance System Florida, Inc." from your document as this is not one of the corporations involved in this merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette  
Document Specialist

Letter Number: 206A00003477

**RESUBMIT**

RECEIVED  
06 JAN 23 AM 10:53  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE  
3-1-06

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

FILED  
06 JAN 23 PM 1:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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.

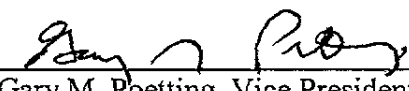
1. Annexed hereto and made a part hereof is the Plan and Agreement of Merger for merging Wells Fargo Financial Acceptance Florida, Inc. with and into Wells Fargo Financial Florida, Inc.
2. The Plan and Agreement of Merger was approved and adopted by written consent of the sole shareholder of Wells Fargo Financial Acceptance Florida, Inc. on January 13, 2006.
3. Approval of the Plan and Agreement of Merger by the sole shareholder of Wells Fargo Financial Florida, Inc. was not required. The Board of Directors of Wells Fargo Financial Florida, Inc. approved and adopted the Plan and Agreement of Merger on January 12, 2006.
4. Wells Fargo Financial 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 1, 2006.

Executed on January 19, 2006.

WELLS FARGO FINANCIAL ACCEPTANCE  
FLORIDA, INC.

By:   
Gary M. Poetting, Vice President &  
Secretary

WELLS FARGO FINANCIAL FLORIDA, INC.

By:   
Gary M. Poetting, Vice President &  
Secretary

## **PLAN AND AGREEMENT OF MERGER**

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

### **RECITALS**

The respective Boards of Directors of Wells Fargo Financial Acceptance Florida, Inc. and Wells Fargo Financial 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 Florida, Inc. further directed that this Plan and Agreement of Merger be submitted to the sole shareholder of Wells Fargo Financial Acceptance Florida, Inc. for approval, and recommended that said shareholder approve this Plan and Agreement of Merger. The sole shareholder of Wells Fargo Financial Acceptance 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 Florida, Inc. shall be merged with and into Wells Fargo Financial Florida, Inc., which shall continue in existence as the surviving corporation.

The name of the surviving company shall be Wells Fargo Financial 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 Florida, Inc. voting capital stock issued and outstanding immediately prior to the Effective Date shall be canceled without

consideration.

(b) None of the shares of Wells Fargo Financial 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 Florida, Inc., as the surviving corporation.

#### ARTICLE IV

The Articles of Incorporation of Wells Fargo Financial Florida, Inc. in effect immediately prior to the Effective Date shall continue in effect as the Articles of Incorporation of Wells Fargo Financial 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 Florida, Inc., as the surviving corporation.

#### ARTICLE V

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

(b) The directors and officers of Wells Fargo Financial Florida, Inc. immediately prior to the Effective Date shall continue to be the directors and officers of Wells Fargo Financial 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 Florida, Inc. or Wells Fargo Financial Florida, Inc., whether prior to or after approval of this Plan and Agreement of Merger by the shareholder of Wells Fargo Financial Acceptance Florida, Inc.

#### ARTICLE VII

On the Effective Date, the separate existence of Wells Fargo Financial Acceptance Florida, Inc. shall cease, and the corporate existence and identity of Wells Fargo Financial Florida, Inc., as the surviving corporation, shall continue under the name Wells Fargo Financial Florida, Inc. Wells Fargo Financial 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 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 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 Florida, Inc., shall be taken and deemed to be transferred to and vested in Wells Fargo Financial 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 Florida, Inc., shall be vested in Wells Fargo Financial Florida, Inc. without reversion or impairment.

Wells Fargo Financial Florida, Inc. shall thenceforth be responsible for all the liabilities and obligations of Wells Fargo Financial Acceptance Florida, Inc., and any claims existing or action or proceeding pending by or against Wells Fargo Financial Acceptance Florida, Inc. may be prosecuted by judgment as if the merger had not taken place, or Wells Fargo Financial Florida, Inc. may be substituted in its place. Neither the rights of creditors nor any liens upon the property of Wells Fargo Financial Acceptance Florida, Inc. or Wells Fargo Financial 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 Florida, Inc. and Wells Fargo Financial Florida, Inc. have executed this Plan and Agreement of Merger by and through their duly authorized officers.

WELLS FARGO FINANCIAL ACCEPTANCE  
FLORIDA, INC.


By: 

Its: Reed W. Ramsay, President

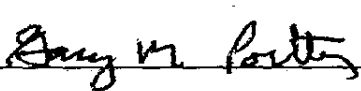
By: 

Its: Gary M. Poetting, Vice President and  
Secretary

WELLS FARGO FINANCIAL FLORIDA, INC.

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