

F 96006

Florida Department of State
Division of Corporations
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To: Division of Corporations
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**MERGER OR SHARE EXCHANGE
WELLS FARGO FINANCIAL FLORIDA, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$60.00

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T. CLINE

SEP 15 2011

EXAMINER

Articles of Merger
For
Florida Profit or Non-Profit Corporation

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Wells Fargo Servicing	Florida	LLC
Solutions, LLC	W2-3741	

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SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Wells Fargo Financial Florida,	Florida	Corporation
Inc.	F96006	

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State: 12: 01 a.m. CDST on October 1, 2011

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

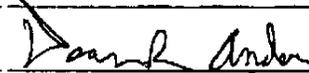
- a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.
- b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.13 F.S.

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EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Wells Fargo Financial		Dean R. Anderson
Florida, Inc.		
Wells Fargo Servicing		Dean R. Anderson
Solutions, LLC		

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

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**PLAN AND AGREEMENT OF MERGER OF
WELLS FARGO SERVICING SOLUTIONS, LLC
WITH AND INTO
WELLS FARGO FINANCIAL FLORIDA, INC.**

This PLAN AND AGREEMENT OF MERGER (this "Agreement"), made this 13th day of September, 2011, by and between Wells Fargo Servicing Solutions, LLC, a Florida limited liability company ("WF Servicing Solutions" or the "Merging Entity"), and Wells Fargo Financial Florida, Inc., a Florida corporation ("WFF Florida" or 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 limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida; and

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, the board of managers and sole member of the Merging Entity and the board of directors and the sole shareholder of 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 the Merger and the mode of carrying it into effect, as follows:

ARTICLE I
CONSTITUENT ENTITIES

Section 1.1 Entities to be Merged. The entities that will be merged pursuant to this Agreement are WF Servicing Solutions and WFF Florida (collectively, the "Constituent Entities").

Section 1.2 Name of Surviving Entity. WFF Florida shall be the surviving entity and as the surviving entity shall retain the name Wells Fargo Financial Florida, Inc.

ARTICLE II
TERMS AND CONDITIONS OF THE MERGER

Section 2.1 Merger and Effect. The Merger shall be consummated as more fully set forth herein and shall be effective as provided in Section 2.2 below. The Surviving Entity shall continue to be governed by the laws of the State of Florida, and the separate existence of WF

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Servicing Solutions shall thereby cease. The Merger shall be consummated pursuant to, and have the effect provided by, the applicable provisions of the Florida Limited Liability Company Act and the Florida Business Corporation Act.

Section 2.2 **Effective Time.** The Merger shall become effective as of 12:01 a.m. CDST on October 1, 2011 or such other time and date as may be determined by an appropriate officer of WFF Florida and WF Servicing Solutions (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 (as herein defined), possess all of the rights, privileges, immunities and franchises, of a public and 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 as of the Effective Time, or then becoming 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 occurred, with the Surviving Entity being substituted in place of WF Servicing Solutions, 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.

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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 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, the 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.** At the Effective Time, by virtue of the Merger, each unit of 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 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 the 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.

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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.

Section 5.8 **Filings.** For purposes of any filings required by the State of Florida and/or State of Florida, this Agreement may be condensed or otherwise modified from its original form to comport with applicable filing requirements or typical format of the State of Florida.

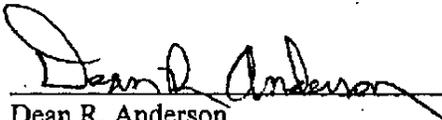
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IN WITNESS WHEREOF, this Plan and Agreement of Merger has been executed the date first written above.

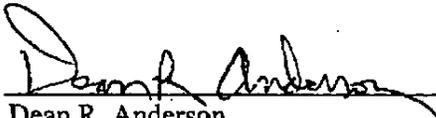
MERGING ENTITY:

**WELLS FARGO SERVICING SOLUTIONS,
LLC**

By: 
Name: Dean R. Anderson
Title: President

SURVIVING ENTITY:

WELLS FARGO FINANCIAL FLORIDA, INC.

By: 
Name: Dean R. Anderson
Title: President

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