

F98000003178

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Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
WELLS FARGO INSURANCE SERVICES USA, INC.**

Certificate of Status	0
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

DEC 14 2009

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December 11, 2009

FLORIDA DEPARTMENT OF STATE

Division of Corporations

WELLS FARGO INSURANCE SERVICES USA, INC.

C/O CORPORATION SERVICE CO.

2711 CENTERVILLE RD., STE. 400

WILMINGTON, DE 19808

SUBJECT: WELLS FARGO INSURANCE SERVICES USA, INC.

REF: F98000003178

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.

The current name of the entity is as referenced above. Please correct your document accordingly.

SHOULD ARTICLE I OF THE PLAN AND AGREEMENT OF MERGER READ AS FOLLOWS: IN ACCORDANCE WITH THE PROVISIONS OF THIS PLAN AND AGREEMENT OF MERGER AND THE LAWS OF THE STATES *****SOUTHEAST***** AND NORTH CAROLINA THE LAST LINE STATES THE LAWS OF THE STATES SOUTHEAST AND NORTH CAROLINA????????????????????

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) 245-6906.

Darlene Connell
Regulatory Specialist II

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P.O BOX 6327 - Tallahassee, Florida 32314

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 Insurance Services USA, Inc.	North Carolina	E98000003178

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Wells Fargo Insurance Services	Florida	S09307
Southeast, Inc.		

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 01 / 01 / 10 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more
at 12:06 a.m. than 90 days after merger file date.)
Eastern Time

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 November 30, 2009.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

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 November 30, 2009.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger is made this 4th day of December, 2009, by and among Wells Fargo Insurance Services Southeast, Inc., a Florida corporation, and Wells Fargo Insurance Services USA, Inc., a North Carolina corporation.

RECITALS

The respective Boards of Directors of Wells Fargo Insurance Services Southeast, Inc. and Wells Fargo Insurance Services USA, Inc. having deemed the merger of Wells Fargo Insurance Services Southeast, Inc. with and into Wells Fargo Insurance Services USA, Inc. (the "Merger") to be desirable and in the best interests of their companies duly adopted resolutions approving 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 States of Florida and North Carolina, Wells Fargo Insurance Services Southeast, Inc. shall be merged with and into Wells Fargo Insurance Services USA, Inc., which shall continue in existence as the surviving corporation.

The name of the surviving company shall be Wells Fargo Insurance Services USA, 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 North Carolina Secretary of State pursuant to the provisions of the laws of the States of North Carolina and 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 North Carolina Business Corporation Act and 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 Insurance Services Southeast, 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 Insurance Services USA, 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 Insurance Services USA, Inc., as the surviving corporation.

ARTICLE IV

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

ARTICLE V

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

(b) The directors and officers of Wells Fargo Insurance Services USA, Inc., as of the Effective Date shall be those individuals listed below as appointed to the office set opposite the respective name, to serve, in each case, until their successors shall have been elected and shall qualify:

Cay, John E., III	Director
Connolly, Peter P.	Director
Hoyt, David A.	Director
Kidder, K. C.	Director
Zuercher, David J.	Director
Zuercher, David J.	Executive Committee
Zuercher, David J.	Chairman
Aton, Neal R.	President and Chief Executive Officer
Broderick, Deborah M.	Executive Vice President, Secretary
Doss, Anne	Executive Vice President
Goldapp, Daniel J.	Executive Vice President, Regional Manager Director
Isaacson, Scott R.	Executive Vice President
Kenny, Kevin T.	Executive Vice President, Area Managing Director
Levy, Richard D.	Executive Vice President
Paterno, Andrew J.	Executive Vice President
White, Julie M.	Executive Vice President
Wood, H. David	Executive Vice President, Area Managing Director
Wartchow, Todd N.	Senior Finance Officer
Amoroso, Robert	Senior Vice President, Regional Managing Director
Baldwin, Paul E.	Senior Vice President, Regional Managing Director
Briody, Barbara E.	Senior Vice President

Burkhardt, Keith	Senior Vice President, Regional Managing Director
Crum, Billy J.	Senior Vice President, Regional Finance Manager
Dzieweczynski, Heidi M.	Senior Vice President
Elliot, Jack Samuel	Senior Vice President, Regional Managing Director
Hetherington, Brian M.	Senior Vice President, Regional Managing Director
Lane, Richard P.	Senior Vice President, Regional Managing Director
Langer-Hansen, Donna J.	Senior Vice President
Longhta, Thomas	Senior Vice President, Regional Managing Director
Maddox, Donna G.	Senior Vice President, Managing Director
McClure, Howard H.	Senior Vice President, Regional Managing Director
Meehan, John S.	Senior Vice President, Regional Managing Director
Renner, Todd	Senior Vice President, Regional Managing Director
Rossi, Nicholas D. E.	Senior Vice President, Regional Managing Director
Smiley, Julian E.	Senior Vice President, Regional Managing Director
Stokes, Mark	Senior Vice President, Managing Director
Susco, Mark	Senior Vice President, Regional Managing Director
Van Ness, Gregory W.	Senior Vice President, Regional Managing Director
Volkel, Robert G.	Senior Vice President, Regional Managing Director
Ostermeier, Christine M.	Treasurer
Adkins, Richard W.	Vice President
Belcastro, Anthony L.	Vice President, Managing Director
Boros, Michael M.	Vice President, Managing Director
Cadmus, Ted E.	Vice President, Managing Director
Cluxton, Eric A.	Vice President, Managing Director
Donnelly, James R.	Vice President, Managing Director
Dusseau, Diane Louise	Vice President, Managing Director
Eldredge, Christopher, G.	Vice President, Managing Director
Ellington, Sam	Vice President, Managing Director
Fiedler, Fred	Vice President, Managing Director
Fink, Jeffrey O.	Vice President
Greco, Robert M.	Vice President
Hadley, Thomas	Vice President
Hanson, James E.	Vice President
Hoffe, Traci L.	Vice President
Holden, William W.	Vice President, Managing Director
Horton, James A.	Vice President
Jarvis, Steve	Vice President, Finance Manager
Jones, J. Michael	Vice President, Regional Finance Manager
Kaahanui, Linda K.	Vice President, Managing Director
Larsen, Christine M.	Vice President
Lauria, Emanuel	Vice President, Managing Director
Mantione, Vincent Paul	Vice President
McCloskey, Michael F.	Vice President, Regional Finance Manager
Meder, John	Vice President, Managing Director
Middleton, John Charles	Vice President, Managing Director
Miller, Jeffrey	Vice President, Managing Director

Mitchell, Kenneth N.	Vice President, Managing Director
Mitchell, Olus	Vice President, Finance Manager
Moore, Tracy P.	Vice President, <i>Regional Finance Manager</i>
Murphy, John M.	Vice President, Managing Director
Nelson, Karen B.	Vice President
Norwick, Howard M.	Vice President, <i>Regional Finance Manager</i>
Olsen, Erica	Vice President, Finance Manager
Pate, J. Michael	Vice President, Managing Director
Poellnitz, Robert W.	Vice President, Managing Director
Reynders, Joan M.	Vice President, Finance Manager
Roach, Steven J.	Vice President
Rudolph, Cameron A.	Vice President, Managing Director
Samas, Jeffrey	Vice President, Managing Director
Saucerman, Roger J.	Vice President
Sawyer, J. Stewart	Vice President
Scallon, Robert E.	Vice President
Schaefer, Thomas J.	Vice President, Managing Director
Seyfried, Michael J.	Vice President
Skibell, Betty P.	Vice President
Smith, Shawn F.	Vice President, Managing Director
Sokolov, Rod J.	Vice President
Talaba, John	Vice President, Managing Director
Tully, Gary J.	Vice President, Managing Director
Turner, Paul R.	Vice President, Managing Director
Valerio, Joseph W.	Vice President, Managing Director
Voltz, James Newell	Vice President
Weinhold, Ronald Paul	Vice President, Managing Director
Wilk, Walter	Vice President, Managing Director
Wilson, Donna M.	Vice President
Wolf, Renita D.	Vice President, <i>Regional Finance Manager</i>
Young, Stuart P.	Vice President, Managing Director
Abrahamson, Ann	Assistant Vice President
McNally, Anne C.	Assistant Vice President
Melin, Peder P.	Assistant Vice President
Mueller, Paula	Assistant Vice President
Wede, J. Scott	Assistant Vice President
Zochowski, David A.	Assistant Vice President
Jackson, Beverly W.	Assistant Secretary
Messenger, Deidre A.	Assistant Secretary

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 North Carolina Secretary of State, by the Board of Directors of either Wells Fargo Insurance Services Southeast, Inc. or Wells Fargo Insurance Services USA, Inc.

ARTICLE VII

On the Effective Date, the separate existence of Wells Fargo Insurance Services Southeast, Inc. shall cease, and the corporate existence and identity of Wells Fargo Insurance Services USA, Inc., as the surviving corporation, shall continue under the name Wells Fargo Insurance Services USA, Inc. Wells Fargo Insurance Services USA, 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 States of North Carolina. Wells Fargo Insurance Services USA, 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 Insurance Services Southeast, 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 Insurance Services Southeast, Inc., shall be taken and deemed to be transferred to and vested in Wells Fargo Insurance Services USA, Inc., without further act or deed; and the title to any real estate or other property, or any interest therein, owned by Wells Fargo Insurance Services Southeast, Inc., shall be vested in Wells Fargo Insurance Services USA, Inc. without reversion or impairment.

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

ARTICLE VIII

This Plan and Agreement of Merger shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto, which instrument, when so executed and delivered, shall thereupon become a part of this Plan and Agreement of Merger, and the provisions thereof shall be given effect as if contained in this Plan and Agreement of Merger.

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 North Carolina, except as otherwise required by law.

[This space intentionally left blank.]

IN WITNESS WHEREOF, Wells Fargo Insurance Services Southeast, Inc. and Wells Fargo Insurance Services USA, Inc. have executed this Plan and Agreement of Merger by and through their duly authorized officers.

WELLS FARGO INSURANCE SERVICES
SOUTHEAST, INC.

By: _____
Deborah M. Broderick, Executive Vice President

By: _____
Robert M. Greco, Secretary

WELLS FARGO INSURANCE SERVICES
USA, INC.

By:  _____
Karen Lehman, Senior Vice President

By: _____
Deborah M. Broderick, Secretary

H09000256233 3

IN WITNESS WHEREOF, Wells Fargo Insurance Services Southeast, Inc. and Wells Fargo Insurance Services USA, Inc. have executed this Plan and Agreement of Merger by and through their duly authorized officers.

WELLS FARGO INSURANCE SERVICES
SOUTHEAST, INC.

By: Deborah M. Broderick
Deborah M. Broderick, Executive Vice President

By: _____
Robert M. Greco, Secretary

WELLS FARGO INSURANCE SERVICES
USA, INC.

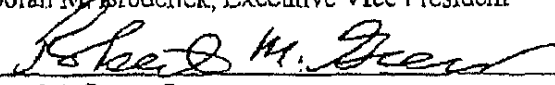
By: _____
Karen Lehman, Senior Vice President

By: Deborah M. Broderick
Deborah M. Broderick, Secretary

IN WITNESS WHEREOF, Wells Fargo Insurance Services Southeast, Inc. and Wells Fargo Insurance Services USA, Inc. have executed this Plan and Agreement of Merger by and through their duly authorized officers.

WELLS FARGO INSURANCE SERVICES
SOUTHEAST, INC.

By: _____
Deborah M. Broderick, Executive Vice President

By:  _____
Robert M. Greco, Secretary

WELLS FARGO INSURANCE SERVICES
USA, INC.

By: _____
Karen Lehman, Senior Vice President

By: _____
Deborah M. Broderick, Secretary