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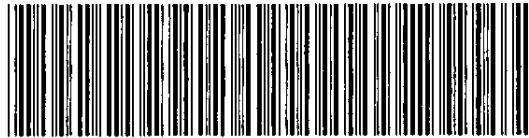
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DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

EFFECTIVE DATE 10/1/2010

FILED  
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DIVISION OF CORPORATIONS  
10 SEP 27 PM 4:35

B. KOHR

SEP 27 2010

EXAMINER



CORPORATION SERVICE COMPANY

EFFECTIVE DATE

9/01/2010

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
10 SEP 27 PM 4:35

ACCOUNT NO. : I20000000195

REFERENCE : 521905 7329165

AUTHORIZATION

COST LIMIT : \$ 60.00

*[Signature]*

ORDER DATE : September 27, 2010

ORDER TIME : 1:45 PM

ORDER NO. : 521905-025

CUSTOMER NO: 7329165

ARTICLES OF MERGER

PALMER & CAY OF FLORIDA, LLC

INTO

WELLS FARGO INSURANCE  
SERVICES USA, INC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Doreen Wallace

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

EFFECTIVE DATE 10/1/2010

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
Palmer & Cay of Florida, LLC	Florida	LLC
<u>L020000014239</u>		

**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 Insurance Services USA, Inc.	North Carolina	Corporation

**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:

October 1, 2010, at 12:01 a.m. EDT.

**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 survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

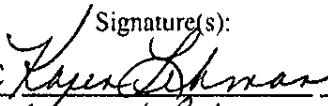

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Palmer & Cay of Florida, LLC		Karen Lehman
Wells Fargo Insurance		Karen Lehman
Services USA, Inc.		

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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

<b><u>Fees:</u></b>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<b><u>Certified Copy (optional):</u></b>	\$30.00
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**AGREEMENT AND PLAN OF MERGER OF  
PALMER & CAY OF FLORIDA, LLC  
WITH AND INTO  
WELLS FARGO INSURANCE SERVICES USA, INC.**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made this 25th day of September, 2010, by and between Palmer & Cay of Florida, LLC, a Florida limited liability company ("Palmer & Cay Florida" or the "Merging Entity"), and Wells Fargo Insurance Services USA, Inc., a North Carolina corporation ("WFIS USA" 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 formed, validly existing and in good standing under the laws of the State of North Carolina; and

WHEREAS, the board of managers and the sole member of the Merging Entity and the board of directors and the shareholders of the Surviving Entity have approved, and deem it advisable and in the best interests of the sole member and the shareholders 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 Palmer & Cay Florida and WFIS USA (collectively, the "Constituent Entities").

Section 1.2 **Name of Surviving Entity.** WFIS USA shall be the surviving entity and as the surviving entity shall retain the name Wells Fargo Insurance Services USA, 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 North Carolina, and the separate existence of

Palmer & Cay Florida 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 of the North Carolina Business Corporation Act.

Section 2.2 **Effective Time.** The Merger shall become effective as of 12:01 a.m. EDT on October 1, 2010 (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 Palmer & Cay Florida, 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, the Bylaws and the laws of the State of North Carolina, 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 North Carolina.

#### 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 North Carolina.

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.

Section 5.8 **Filings.** For purposes of any filings required by the State of Florida and/or the State of North Carolina, 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 and the State of North Carolina, as the case may be.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

**MERGING ENTITY:**

**PALMER & CAY OF FLORIDA, LLC**

By: 

Name: Karen Lehman

Title: Senior Vice President

**SURVIVING ENTITY:**

**WELLS FARGO INSURANCE SERVICES  
USA, INC.**

By: 

Name: Karen Lehman

Title: Senior Vice President