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EFFECTIVE DATE

Oct 18, 2010

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MERGER OR SHARE EXCHANGE

ST. JOHNS INVESTMENT MANAGEMENT COMPANY

Certificate of Status	0
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Page Count	05
Estimated Charge	\$70.00

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Merger
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EFFECTIVE DATE

OCT 18, 2010

ARTICLES OF MERGER

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>
BBVA Wealth Solutions, Inc.	Texas	NA

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
St. Johns Investment Management Company	Florida	G77745

Third: The Plan of Merger is attached.

Fourth: The merger will become effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is 12:01 a.m., Central Daylight Time, October 18, 2010.

Fifth: The Plan of Merger was adopted by the shareholders of the surviving corporation on October 12, 2010.

Sixth: The Plan of Merger was adopted by the shareholders of the merging corporation on October 12, 2010.

Dated as of the 18th day of October, 2010.

Surviving Corporation:

BBVA Wealth Solutions, Inc.

By: 

Mario A. Ramos
Secretary

Merging Corporation:

St. Johns Investment Management Company

By: 

Mario A. Ramos
Secretary

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PLAN OF MERGER AND REORGANIZATION

This Plan of Merger and Reorganization (this "Plan") is made and entered into effective as of October 12, 2010, by and between BBVA Wealth Solutions, Inc. a Texas corporation ("Survivor"), and St. Johns Investment Management Company, a corporation organized under the laws of the State of Florida ("Non-Survivor"), in order to provide for the merger of Non-Survivor with and into Survivor (the "Merger").

In consideration of the premises and of the covenants contained in this Plan, Survivor and Non-Survivor hereby make, adopt and approve this Plan and prescribe the terms and conditions of the Merger and the mode, manner and basis of consummating the Merger, as follows:

1. The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the Texas Business Organizations Code ("TBOC") and the Florida Business Corporation Act, Non-Survivor shall be merged with and into Survivor under the Amended and Restated Articles of Incorporation of Survivor.

a. Surviving Corporation. Following the Merger, Survivor shall continue as the surviving corporation (the "Surviving Corporation") and the separate corporate existence of Non-Survivor shall cease.

b. Effective Time. The Merger shall be consummated upon the effective date and time set forth in the Certificate of Merger filed with the Texas Secretary of State in accordance with the relevant provisions of the TBOC (the "Effective Time").

c. Effects of the Merger. The Merger shall have the effects set forth in Section 10.008 of the TBOC.

d. Articles of Incorporation. The Certificate of Formation of Survivor in effect at the Effective Time shall be the Certificate of Formation of the Surviving Corporation.

e. Bylaws. The Bylaws of Survivor in effect at the Effective Time shall be the Bylaws of the Surviving Corporation.

f. Directors and Officers. The directors and officers of Survivor at the Effective Time shall be the directors and officers of the Surviving Corporation who will hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Formation and Bylaws of the Surviving Corporation, or as otherwise provided by law.

2. Shares. At the Effective Time, the Shares of the capital stock of Non-Survivor shall be cancelled. The presently outstanding shares of capital stock of Survivor shall remain outstanding, shall be unaffected by the Merger, and the holders thereof shall retain their rights therein.

3. Consents and Approvals. Non-Survivor and Survivor shall proceed expeditiously and cooperate fully in the procurement of such consents and approvals and in the taking of any other actions, and the satisfaction of all other requirements prescribed by law or otherwise necessary or appropriate for consummation of the Merger and any other transactions contemplated hereby, including, without limitation, approvals of the shareholder of Non-Survivor.

4. Tax Matters. The Merger shall qualify as a tax-free reorganization pursuant to Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the "Code"). This Plan shall constitute a plan of reorganization as provided in the Code.

5. Amendment. Non-Survivor and Survivor, by mutual consent of their respective Boards of Directors, to the extent permitted by law, may amend, modify and supplement this Plan in such manner as may be mutually agreed upon by them in writing at any time before or after adoption thereof by the shareholder of Non-Survivor.

6. Counterparts. This Plan may be executed in two or more identical counterparts, each of which when executed and delivered by the parties hereto shall be an original, but all of which together shall constitute a single agreement.

7. Binding Effect; Governing Law. This Plan shall be binding upon and inure to the benefit of the successors and assigns of each party hereto, and shall be governed by and construed in accordance with the laws of the State of Texas, except to the extent that federal law applies.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Plan to be executed on its behalf by its duly authorized officers as of the date and time first above written.

SURVIVOR

BBVA Wealth Solutions, Inc.

By: 

Mario A. Ramos
Secretary

NON-SURVIVOR

St. Johns Investment Management Company

By: 

Mario A. Ramos
Secretary