

# H07987

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## MERGER OR SHARE EXCHANGE

BANC OF AMERICA INVESTMENT SERVICES, INC

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| Certificate of Status | 0       |
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STATE OF FLORIDA

ARTICLES OF MERGER

COUNTRYWIDE INVESTMENT SERVICES, INC.  
a Virginia corporation

Into

BANC OF AMERICA INVESTMENT SERVICES, INC.  
a Florida corporation

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

**FIRST:** The name and jurisdiction of the surviving corporation is Banc of America Investment Services, Inc., a Florida corporation, document number HO7987.

**SECOND:** The name and jurisdiction of the merging corporation is Countrywide Investment Services, Inc., a Virginia corporation.

**THIRD:** The "Agreement and Plan of Merger" is attached as Exhibit A hereto.

**FOURTH:** The effective time and date of the Merger shall be 5:00 p.m. Mountain Time, on January 23, 2009.

**FIFTH:** The Agreement and Plan of Merger was adopted by Bank of America, National Association, as the sole shareholder of Banc of America Investment Services, Inc. on January 13, 2009.

**SIXTH:** The Agreement and Plan of Merger was adopted by Countrywide Bank, FSB, as the sole shareholder of Countrywide Investment Services, Inc. on January 13, 2009.

*Signature page follows*

These Articles of Merger may be executed in any number of counterparts, each of which shall be an original document and which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of January 20<sup>th</sup>, 2009.

**COUNTRYWIDE INVESTMENT SERVICES, INC.**  
A Virginia corporation

By: Rosalva Garcia  
Rosalva Garcia, President

**BANC OF AMERICA INVESTMENT SERVICES, INC.**  
A Florida corporation

By: Mark Benson  
Mark Benson, President

Exhibit A

**PLAN OF MERGER**

(attached)

**AGREEMENT AND PLAN OF MERGER**

**BETWEEN**

**COUNTRYWIDE INVESTMENT SERVICES, INC.**  
A Virginia Corporation

**AND**

**BANC OF AMERICA INVESTMENT SERVICES, INC.**  
A Florida Corporation

**THIS AGREEMENT AND PLAN OF MERGER** made and entered into on the 13<sup>th</sup> day of January, 2009, by and between Countrywide Investment Services, Inc., a Virginia corporation and Banc of America Investment Services, Inc., a Florida corporation, said two corporations being hereunder sometimes referred to as "Absorbed" and "Survivor", respectively, or, together as the Constituent Corporations,

**WITNESSETH THAT:**

**WHEREAS**, Absorbed, which was formed under the name "CWIS Merger Co.", is a corporation organized and existing under the laws of the State of Virginia, its Articles of Incorporation having been filed in the Commonwealth of Virginia, State Corporation Commission on March 7, 2007; and

**WHEREAS**, Survivor, which was formed under the name "Pan American Brokerage Service Inc.", is a corporation organized and existing under the laws of the State of Florida; and

**WHEREAS**, the Board of Directors of each of the Constituent Corporations deems it advisable that Absorbed be merged into Survivor on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the State of Virginia and State of Florida, respectively, which permit such merger:

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements, covenants and provisions hereinafter contained, the Absorbed and the Survivor, by their respective Boards of Directors, have agreed and do hereby agree, each with the other as follows:

**ARTICLE I**

Absorbed and Survivor shall be merged into a single corporation in accordance with the applicable provisions and laws of the State of Virginia and the State of Florida, by Absorbed merging into Survivor, which shall be the surviving corporation. The separate existence of Absorbed shall cease and the existence of Survivor shall continue unaffected and unimpaired by the merger with all rights, privileges, immunities and powers, and subject to all duties and liabilities of a corporation organized under the laws of the State of Florida.

## ARTICLE II

The Certificate of Incorporation of Survivor shall continue to be its Certificate of Incorporation following the effective date of the merger, until the same shall be altered or amended.

The Bylaws of Survivor shall be and remain the Bylaws of Survivor until altered, amended or repealed.

The Directors and Officers of Survivor in office on the effective date of the merger shall continue in office and shall constitute the Directors and Officers of Survivor for the term elected until their respective successors shall be elected or appointed and qualified.

## ARTICLE III

In consideration for the receipt of Absorbed's capital, Survivor shall pay to Countrywide Bank, FSB as the sole shareholder of Absorbed, an aggregate of US\$3,500,000.00 in cash representing the fair market value of Absorbed's capital at the effective date of the merger. Payment shall be made on or before the effective date of the merger.

## ARTICLE IV

The manner and basis of converting the outstanding ownership interests and/or shares of the capital stock of the Constituent Corporations is as follows:

1. Each transferable share of the Absorbed capital issued and outstanding at the effective date of the merger shall be cancelled and no consideration shall be issued or paid with respect thereto.
2. The shares of common stock of the Survivor that are issued and outstanding immediately prior to the effective time of the merger shall remain issued and outstanding and shall be unaffected by the merger.

## ARTICLE V

The consummation of the merger is conditioned upon the following

- a) Approval of this Agreement and Plan of Merger by the boards of directors and shareholders of the Constituent Corporations.
- b) Receipt of required regulatory approvals.
- c) Absence of governmental action prohibiting consummation.
- d) Receipt of all required permits and authorizations under state securities laws.

- e) Performance of all required obligations by the respective parties and receipt by the parties of appropriate documents to such effect

## ARTICLE VI

The Survivor shall possess all the rights, privileges, immunities, powers and franchises of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations; and all property, real, personal and mixed, including all patents, applications for patents, trademarks, trademark registrations and applications for registration of trademarks, together with the goodwill of the business in connection with which said patents and marks are used, and all debts due on whatever account, including subscriptions to shares of capital stock, and all other choses in action and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be deemed to be transferred to and vested in Survivor without further act or deed, and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger.

The Survivor shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or Survivor may be substituted in the place of Absorbed and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger. Survivor shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of Absorbed.

## ARTICLE VII

The Survivor shall pay all expenses of accomplishing the merger.

If at any time the Survivor shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to perfect or confirm of record in Survivor the title to any property or rights of Absorbed, or to otherwise carry out the provisions hereof, the Directors of Absorbed as of the effective date of the merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights of Survivor.

Each of the Constituent Corporations shall take, or cause to be taken, all actions or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Florida and the State of Virginia, to consummate and make effective the merger, subject, however, to the appropriate vote or consent of the shareholders of each of the Constituent Corporations in accordance with the requirements of the applicable provisions of the laws of the State of Florida and the State of Virginia.

The Merger shall become effective upon the occurrence of the filing of the respective Articles of Merger with each of the States of Florida and Virginia, or such later date and time as may be set forth therein.

#### ARTICLE VIII

Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be abandoned by actions of the Board of Directors of either of the Constituent Corporations, without further shareholder action, at any time prior to the effective date specified in this Agreement and Plan of Merger.

This Agreement and Plan of Merger may be executed in any number of counterparts, each of which shall be an original document and which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the Constituent Corporations, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused this Agreement and Plan of Merger to be executed by an authorized officer of each party thereto.

**COUNTRYWIDE INVESTMENT SERVICES, INC.**  
A Virginia Corporation

By:   
Rosalva Garcia, President

**BANC OF AMERICA INVESTMENT SERVICES, INC.**  
A Florida Corporation

By:   
Mark Benson, President