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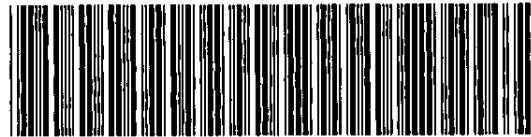
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DIVISION OF CORPORATE AFFAIRS

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9/27/13



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 825271 167868A

AUTHORIZATION

COST LIMIT : \$ 60.00

ORDER DATE : September 27, 2013

ORDER TIME : 3:26 PM

ORDER NO. : 825271-010

CUSTOMER NO: 167868A

ARTICLES OF MERGER

WACHOVIA SETTLEMENT SERVICES  
OF AL, LLC

INTO

FUNC HOLDINGS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Stephanie Milnes

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

STATE OF FLORIDA  
CERTIFICATE OF MERGER

of

WACHOVIA SETTLEMENT SERVICES OF AL, LLC  
(a Alabama limited liability company)

and

FUNC HOLDINGS, INC.  
(a Florida Corporation)

Pursuant to the provisions of the Florida Business Corporation Act, and the Alabama Limited Liability Company Act, the Merging Entity and the Surviving Entity do hereby submit the following Certificate of Merger:

**FIRST:** The name of the surviving corporation is FUNC Holdings, Inc., a Florida corporation (the "Surviving Entity"), and the name of the limited liability company being merged into the Surviving Entity is Wachovia Settlement Services of AL, LLC, a Alabama limited liability company (the "Merging Entity" and, together with the Surviving Entity, the "Constituent Entities").

**SECOND:** An Agreement and Plan of Merger (the "Plan of Merger") has been approved and adopted by the unanimous written consent of the members of the Merging Entity in accordance with the Alabama Limited Liability Company Act and by the unanimous written consent of the shareholder and Board of Directors of the Surviving Entity in accordance with the Florida Business Corporation Act. The Plan of Merger is attached hereto as Exhibit A and incorporated herein by reference.

**THIRD:** The merger is to become effective on October 1, 2013.

**FOURTH:** The principal office of the Surviving Entity in its jurisdiction of organization is:  
12854 Kenan Drive  
Suite 201  
Jacksonville, Florida 32258

**FIFTH:** The Surviving Entity agrees that it may be served with process in the State of Florida in any action, suit or proceeding for enforcement of any obligation of any Constituent Entity, irrevocably appointing the Florida Secretary of State as its agent to accept service of process in any such action, suit or other proceeding, a copy of which shall be mailed by the Florida Secretary of State to:

c/o Wells Fargo & Company  
Law Department (D1053-300)  
301 South College Street  
Charlotte, North Carolina 28288

**SIXTH:** The Surviving Entity agrees to pay to any members with appraisal rights the amounts to which such members may be entitled under Florida Statutes Sections 608.4351 – 608.43595, inclusive.

[Signature page follows on next page.]

IN WITNESS WHEREOF, the undersigned have caused this certificate to be signed by an authorized person, this 27<sup>th</sup> day of September, 2013.

**"Merging Entity":**

**Wachovia Settlement Services of AL, LLC**

By: Carol A. Dubie

Name: Carol A. Dubie

Title: Senior Vice President

**"Surviving Entity":**

**FUNC HOLDINGS, INC.**

By: Carol A. Dubie

Name: Carol A. Dubie

Title: Senior Vice President

**Exhibit A**

**Attached is a copy of the  
Agreement and Plan of Merger**

**AGREEMENT AND PLAN OF MERGER OF  
WACHOVIA SETTLEMENT SERVICES OF AL, LLC  
WITH AND INTO  
FUNC HOLDINGS, INC.**

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), by and between Wachovia Settlement Services of AL, LLC, a Alabama limited liability company (hereinafter "Wachovia" or the "Merging Entity"), and FUNC Holdings, Inc., a Florida corporation (hereinafter "FUNC" 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 Alabama; 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 sole member of the Merging Entity and the sole shareholder and the Board of Directors 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 such 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 Wachovia and FUNC (collectively, the "Constituent Entities").

Section 1.2 **Name of Surviving Entity.** FUNC shall be the surviving entity and as the surviving entity shall retain the name FUNC Holdings, 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 limited liability company existence of Wachovia shall thereby cease. The Merger shall be consummated pursuant to, and have the effect provided by, the applicable provisions of the Florida Business Corporation Act and the Alabama Limited Liability Company Act.

Section 2.2 **Effective Time.** The Merger shall become effective as of 12:01 a.m. EDT on October 1, 2013, or such other time and date as may be determined by an appropriate officer of Wachovia and FUNC (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) and Bylaws (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 at 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 taken place, with the Surviving Entity being substituted in place of Wachovia, 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.

Section 3.3 **Directors and Officers of the Surviving Entity.** At the Effective Time, any directors or 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 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 laws of the State of Florida.

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 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 Alabama or the 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 Alabama or the State of Florida, as the case may be.

[Signature page(s) follow(s) on next page.]

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed as of the 21<sup>st</sup> day of September, 2013.

**MERGING ENTITY:**

**WACHOVIA SETTLEMENT SERVICES OF AL,  
LLC**

By: Carol A. Dubie  
Carol A. Dubie, Senior Vice President

**SURVIVING ENTITY:**

**FUNC HOLDINGS, INC.**

By: Carol A. Dubie  
Carol A. Dubie, Senior Vice President