F06000000008

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies 11 Certificates of Status

Special Instructions to Filing Officer:

Office Use Only

100082488241

Merger

01/02/07--01029--016 **87.50

01/02/07--01001--002 **78.75

FILED
2006 DEC 29 PM 3:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
2006 DEC 29 PM 2:26
NOT INTENDED
TO ACKNOWLEDGE
SUFFICIENCY OF FILING

AJR

UCC FILING & SEARCH SERVICES

UCC FILING & SEARCH SERVICES, INC.
1574 Village Square Blvd Ste 100
Tallahassee, Florida 32309
(850) 681-6528 P

HOLD
FOR PICKUP BY
UCC SERVICES
OFFICE USE ONLY

December 29, 2006

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

North American Title Insurance Corporation (FL) into

North American Title Insurance Corporation (CA)

Filing Evidence

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

Retrieval Request

- ☐ Photocopy
- ☐ Certified Copy

Type of Document

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

	NEW FILINGS
	Profit
	Non Profit
	Limited Liability
	Domestication
	Other

	AMENDMENTS
	Amendment
	Resignation of RA Officer/Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

	OTHER FILINGS
	Annual Reports
	Fictitious Name
	Name Reservation
	Reinstatement
X	Merger

	REGISTRATION/QUALIFICATION
	Foreign
	Limited Liability
	Reinstatement
	Trademark
	Other

FILED

2006 DEC 29 PM 3:59

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

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:

Name	Jurisdiction
North American Title Insurance Company	California

Second: The name and jurisdiction of each merging corporation:

Name	Jurisdiction
North American Title Insurance Corporation	Florida

Third: The Agreement and Plan of Merger is attached hereto.

Fourth: The Merger shall be effective as prescribed by law.

Fifth: The Agreement and Plan of Merger was adopted by the sole shareholder of the surviving corporation on September 1, 2006.

Sixth: The Agreement and Plan of Merger was adopted by the sole shareholder of the merging corporation on September 1, 2006.

(*Signature page follows*)

Seventh: **<u>Signature for each corporation</u>**

North American Title Insurance Company

By: ______________________
Name: Emilio Fernandez
Title: President

North American Title Insurance Corporation

By: ______________________
Name: Emilio Fernandez
Title: President

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Plan") is entered into as of this 1st day of September, 2006, by and among **NORTH AMERICAN ASSET DEVELOPMENT CORPORATION**, a California corporation ("NAADC"), **NORTH AMERICAN TITLE GROUP, INC.**, a Florida corporation ("NATG"), **NORTH AMERICAN TITLE INSURANCE CORPORATION**, a Florida corporation ("Absorbed Corporation") and **NORTH AMERICAN TITLE INSURANCE COMPANY**, a California corporation (the "Surviving Corporation"), (Absorbed Corporation and Surviving Corporation sometimes being hereinafter collectively referred to as the "Constituent Corporations").

RECITALS

WHEREAS, Surviving Corporation is a corporation duly organized and validly existing under the laws of the State of California;

WHEREAS, Absorbed Corporation is a corporation duly organized and validly existing under the laws of the State of Florida;

WHEREAS, NAADC owns all of the issued and outstanding shares of Surviving Corporation;

WHEREAS, NATG owns all of the issued and outstanding shares of Absorbed Corporation;

WHEREAS, each of NAADC, NATG, Surviving Corporation, Absorbed Corporation and their respective boards of directors have determined that the merger of Absorbed Corporation with and into Surviving Corporation, with Surviving Corporation being the surviving entity of the merger (the "Merger") upon the terms and subject to the conditions set forth in this Plan is advisable and in the best interest of said corporations and have approved the Merger; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, being thereunto duly entered into by Absorbed Corporation and approved by resolution of its Board of Directors and being thereunto duly entered into by Surviving Corporation and approved by a resolution adopted by its Board of Directors and being thereunto duly entered into by NAADC and approved by a resolution adopted by its Board of Directors and being thereunto duly entered into by NATG and approved by a resolution adopted by its Board of Directors, the Plan and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth herein, are hereby determined and agreed upon as hereinafter in this Plan set forth.

ARTICLE I
The Merger and Effective Time

1.1 The Merger. The Merger will be effected pursuant to the terms and conditions set forth in this Plan. At the Effective Time (as defined in Section 1.2), Absorbed Corporation shall be merged with and into Surviving Corporation and the separate corporate existence of Absorbed

Corporation shall thereupon cease. Surviving Corporation shall be the surviving corporation from and after the Effective Time of the Merger and the separate corporate existence of Surviving Corporation with all of its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. At the Effective Time of the Merger, Surviving Corporation shall succeed to all of the properties and assets of Absorbed Corporation and to all of the debts, causes of action and other interests due or belonging to Absorbed Corporation and shall be subject to, and responsible for, all of the debts, liabilities and duties of Absorbed Corporation pursuant to the provisions of California Corporations Code §1107 and the Florida Statutes § 607.1106. At the Effective Time of the Merger, all of the issued and outstanding shares of Absorbed Corporation shall be cancelled without consideration. The corporate name of Surviving Corporation shall remain "North American Title Insurance Company" after the Effective Time.

1.2 Effective Time. The Merger shall be effective (the "Effective Time") as prescribed by law.

ARTICLE II

Articles of Incorporation and Bylaws of Surviving Corporation

2.1. The Articles of Incorporation. The Articles of Incorporation of Surviving Corporation as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the surviving corporation (the "Articles of Incorporation"), until duly amended as provided therein or by applicable law.

2.2. The Bylaws. The bylaws of Surviving Corporation in effect at the Effective Time shall be the bylaws of the surviving corporation (the "Bylaws"), until thereafter amended as provided therein or by applicable law.

ARTICLE III

Officers and Directors of Surviving Corporation

3.1. Directors. The directors of Surviving Corporation at the Effective Time shall, from and after the Effective Time, continue to serve as the directors of Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation and the Bylaws.

3.2 Officers. The officers of Surviving Corporation at the Effective Time shall, from and after the Effective Time, continue to serve as the officers of Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Bylaws. Notwithstanding the foregoing, the board of directors of the Surviving Corporation, in its discretion, may choose to elect or to appoint (as specified by the Bylaws of the Surviving Corporation with respect to the specific office in question) certain officers of the Absorbed Corporation to serve as officers of the Surviving

Corporation from and after the Effective Time in accordance with the applicable procedures established by the Bylaws of the Surviving Corporation.

ARTICLE IV
Effect on Stock

4.1. Effect on Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of any shares of Absorbed Corporation's stock or holders of any shares of Surviving Corporation:

(a) *Absorbed Corporation Stock.* Each issued and outstanding share of Absorbed Corporation's stock shall be cancelled without consideration.

(b) *Surviving Corporation Stock.* Each issued and outstanding share of Surviving Corporation's stock shall remain outstanding and be unaffected by the Merger.

ARTICLE V
Approvals and Authorization

5.1 Approvals. This Plan has been fully approved and adopted on behalf of NAADC, NATG, Absorbed Corporation and Surviving Corporation in accordance with the applicable provisions of California law and Florida law and said corporations agree that they will cause to be executed, filed and recorded any document or documents prescribed by the State of California and the State of Florida, and that they will cause to be performed all necessary acts within the State of California and the State of Florida and elsewhere to effectuate the Merger herein provided for.

5.2 Authorization. The Board of Directors and the proper officers of NAADC, NATG, Absorbed Corporation and Surviving Corporation are hereby authorized and empowered and directed to do any and all acts and things, and make, execute, deliver, file, and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of the Plan or of this Merger herein provided for.

ARTICLE VI
Conditions to the Merger

6.1 Conditions to the Obligations of the Constituent Corporations. The obligations of the Constituent Corporations to consummate the Merger are subject to the satisfaction at or prior to the Effective Time of the following conditions, any or all of which may be waived, in whole or in part, by each of the parties intended to benefit therefrom, to the extent permitted by applicable law:

(a) no governmental authority shall have enacted, issued, promulgated, enforced or entered any law or order (whether temporary, preliminary or permanent) which is in effect and which has the effect of making the Merger illegal or otherwise prohibiting consummation of the Merger; and

(b) all actions or approvals related to any required filings with any governmental authority, including, without limitation, insurance regulatory authorities, that are required to permit the consummation of the Merger shall have been obtained.

ARTICLE VII
Termination

7.1 Termination by Mutual Consent. This Plan may be terminated and the Merger may be abandoned at any time prior to the Effective Time, or such earlier time as may be prescribed by law, by mutual written consent of Surviving Corporation and Absorbed Corporation or by action of either Constituent Corporation's respective Board of Directors. This Plan terminates and supersedes any prior documents entitled "Agreement and Plan of Merger" that have been executed by and among NAADC, NATG, Surviving Corporation and Absorbed Corporation.

7.2 Effect of Termination. If this Plan is terminated pursuant to Section 7.1 hereof, this Plan shall become void and of no effect with no liability on the part of any party hereto.

ARTICLE VIII
Miscellaneous

8.1 Amendments. Any provision of this Plan may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by all parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective. Any such amendment shall require regulatory approval.

8.2 Waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

8.3 Successors and Assigns. The provisions of this Plan shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Plan without the consent of the other parties hereto.

8.4 Severability. Any term or provision of this Plan which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Plan or affecting the validity or enforceability of any of the terms or provisions of this Plan in any other jurisdiction. If any provision of this Plan is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

8.5 Captions. The captions contained in this Plan are for reference purposes only and are not part of this Plan.

8.6 Counterparts. This Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, this Plan, is hereby executed upon behalf of each of the parties thereto.

NORTH AMERICAN ASSET DEVELOPMENT CORPORATION

By:____________________________
Name: Linda Reed
Title: President/CEO
Date: September 1, 2006

By:____________________________
Name:
Title:
Date: September 1, 2006

NORTH AMERICAN TITLE GROUP, INC.

By:____________________________
Name: Linda Reed
Title: President
Date: September 1, 2006

By:____________________________
Name: Emilio Fernandez
Title: Executive Vice President/Secretary
Date: September 1, 2006

NORTH AMERICAN TITLE INSURANCE CORPORATION

By:____________________________
Name: Emilio Fernandez
Title: President
Date: September 1, 2006

By:____________________________
Name:
Title:
Date: September 1, 2006

IN WITNESS WHEREOF, this Plan, is hereby executed upon behalf of each of the parties thereto.

NORTH AMERICAN ASSET DEVELOPMENT CORPORATION

By:__________________________
Name:
Title:
Date: September 1, 2006

By:__________________________
Name:
Title:
Date: September 1, 2006

NORTH AMERICAN TITLE GROUP, INC.

By:__________________________
Name:
Title:
Date: September 1, 2006

By:__________________________
Name:
Title:
Date: September 1, 2006

NORTH AMERICAN TITLE INSURANCE CORPORATION

By:__________________________
Name:
Title:
Date: September 1, 2006

By: Floyd Krause
Name: Floyd Krause
Title: Secretary
Date: September 1, 2006

IN WITNESS WHEREOF, this Plan, is hereby executed upon behalf of each of the parties thereto.

NORTH AMERICAN ASSET DEVELOPMENT CORPORATION

By:____________________________
Name:
Title:
Date: September 1, 2006

By:____________________________
Name: Jeffrey P. Brown
Title: Secretary
Date: September 1, 2006

NORTH AMERICAN TITLE GROUP, INC.

By:____________________________
Name:
Title:
Date: September 1, 2006

By:____________________________
Name:
Title:
Date: September 1, 2006

NORTH AMERICAN TITLE INSURANCE CORPORATION

By:____________________________
Name:
Title:
Date: September 1, 2006

By:____________________________
Name:
Title:
Date: September 1, 2006

NORTH AMERICAN TITLE INSURANCE COMPANY

By: ______________________________

Name: Emilio Fernandez

Title: President

Date: September 1, 2006

By: ______________________________

Name:

Title:

Date: September 1, 2006

NORTH AMERICAN TITLE INSURANCE COMPANY

By:____________________________
Name:
Title:
Date: September 1, 2006

By: John T. MacMillan
Name: John T. MacMillan
Title: Secretary
Date: September 1, 2006