

M03000001738

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

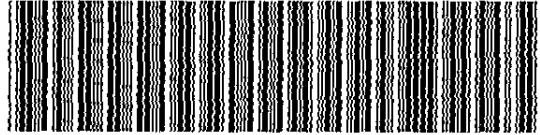
(Business Entity Name)

(Document Number)

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*BR*

RECEIVED  
03 AUG 18 PM 12:43  
DIVISION OF CORPORATION

03 AUG 19 AM 11:19  
FILED  
TALLAHASSEE, FLORIDA  
STATE



CORPORATION SERVICE COMPANY™

03 AUG 19 AM 11:18  
FILED  
SERIES OF STATE  
TALLAHASSEE, FLORIDA

ACCOUNT NO. : 072100000032

REFERENCE : 207485 7379988

AUTHORIZATION : *Patricia Pigute*

COST LIMIT : \$ 60.00

ORDER DATE : August 15, 2003

ORDER TIME : 10:07 AM

ORDER NO. : 207485-020

CUSTOMER NO: 7379988

CUSTOMER: Richard K. Semeta, Esq.  
Richard K. Semeta  
Suite 310, 4695 Macarthur  
Court P.o. Box 10367  
Newport Beach, CA 92660

ARTICLES OF MERGER

FIRST AMERICAN EXCHANGE  
CORPORATION

INTO

FIRST AMERICAN EXCHANGE  
COMPANY , LLC

EFFECTIVE DATE: 8/31/2003

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Norma Hull

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



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

August 18, 2003

NORMA HULL  
CSC  
TALLAHASSEE, FL

SUBJECT: FIRST AMERICAN EXCHANGE COMPANY, LLC  
Ref. Number: M03000001738

03 AUG 19 AM 11:18  
TALLAHASSEE, FLORIDA  
RECEIVED  
FILED  
8/19/03  
*Resubmit*

We have received your document for FIRST AMERICAN EXCHANGE COMPANY, LLC and the authorization to debit your account in the amount of \$60.00. However, the document has not been filed and is being returned for the following:

It appears to us that the survivor -- FIRST AMERICAN EXCHANGE COMPANY, LLC -- is a MANAGER-MANAGED company.

Please add an item to the PLAN OF MERGER to identify the NAMES AND ADDRESSES of the MANAGERS of the company.

If it is the case that the company is Member-Managed -- which we don't think it is -- you would of course identify the names and addresses of the MANAGING MEMBERS.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6914.

Buck Kohr  
Document Specialist

Letter Number: 803A00046845

03 AUG 19 PM 4:26  
RECEIVED  
DIVISION OF CORPORATION

EFFECTIVE DATE  
 03 AUG 19 AM 11:08  
 FILED  
 TALLAHASSEE, FLORIDA

## ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

| <u>Name and Street Address</u>  | <u>Jurisdiction</u> | <u>Entity Type</u>     |
|---|---------------------|------------------------|
| 1. First American Exchange Corporation<br>1 First American Way<br>Santa Ana, CA 92707 | Florida             | Corporation            |
| Florida Document/Registration Number: P98000046176                                    |                     | FEI Number: 59-3516101 |
| 2.  |                     |                        |
| Florida Document/Registration Number:   |                     | FEI Number:            |
| 3.  |                     |                        |
| Florida Document/Registration Number:   |                     | FEI Number:            |
| 4.  |                     |                        |
| Florida Document/Registration Number:   |                     | FEI Number:            |

*(Attach additional sheet(s) if necessary)*

03 AUG 19  
FILED  
EFFECTIVE DATE  
25/11/05  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

| <u>Name and Street Address</u>   | <u>Jurisdiction</u> | <u>Entity Type</u>               |
|--|---------------------|----------------------------------|
| <u>First American Exchange Company, LLC</u><br><u>1 First American Way</u><br><u>Santa Ana, CA 92707</u> | <u>Delaware</u>     | <u>Limited liability company</u> |

Florida Document/Registration Number: M03000001738      FEI Number: 45-0508466

**THIRD:** The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

**FOURTH:** If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

**FIFTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

**SIXTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

**SEVENTH:** If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

**EIGHTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

EFFECTIVE  
 08/31/03  
 FILED  
 03 AUG 19 AM 11:19  
 STATE  
 TALLAHASSEE, FLORIDA

**NINTH:** The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

**OR**

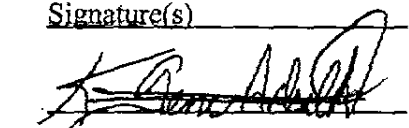
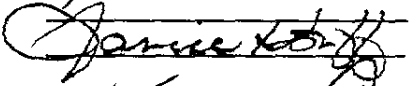
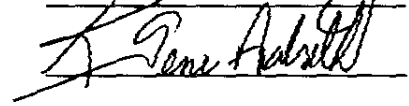
08/31/2003

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

**TENTH:** The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

**ELEVENTH: SIGNATURE(S) FOR EACH PARTY:**

*(Note: Please see instructions for required signatures.)*

| <u>Name of Entity</u>                | <u>Signature(s)</u>   | <u>Typed or Printed Name of Individual</u> |
|--------------------------------------|---|--|
| First American Exchange Corporation  |    | <del>K. Gene Aalseth</del><br>President    |
|                                      |   | Janice T. Houff<br>President               |
| First American Exchange Company, LLC |  | K. Gene Aalseth, Manager                   |
|                                      |   |  |
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*(Attach additional sheet(s) if necessary)*

## PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

**FIRST:** The exact name and jurisdiction of each merging party are as follows:

Name

Jurisdiction

See attached

**SECOND:** The exact name and jurisdiction of the surviving party are as follows:

Name

Jurisdiction

See attached

**THIRD:** The terms and conditions of the merger are as follows:

See Attached

*(Attach additional sheet(s) if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

*(Attach additional sheet(s) if necessary)*

**FIFTH:** If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,

Florida Document/Registration Number



**SIXTH:** If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s)managing members are as follows:

**SEVENTH:** All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

**EIGHTH:** Other provisions, if any, relating to the merger:

*(Attach additional sheet(s) if necessary)*

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of March 30, 2003, between First American Exchange Company, LLC, a Delaware limited liability company ("FAEC"), First American Exchange Corporation of Arizona, an Arizona corporation ("Arizona"), First American Exchange Corporation of California, a California corporation ("California"), First American Exchange Corporation, a California corporation ("California I"), First Guaranty Exchange Company, a California corporation ("Guaranty"), First American Exchange Corporation, a Florida corporation ("Florida"), First American Exchange Corporation of Idaho, an Idaho corporation ("Idaho"), First American Exchange Company of Illinois, an Illinois corporation ("Illinois"), First American Exchange Corporation of Indiana, an Indiana corporation ("Indiana"), First American Exchange Corporation, a Louisiana corporation ("Louisiana"), First American Exchange Corporation, a Massachusetts corporation ("Massachusetts"), First American Exchange Corporation of Michigan, a Michigan corporation ("Michigan"), First American Exchange Corporation of Minnesota, a Minnesota corporation ("Minnesota"), First American Midwest Exchange Services, Inc., an Ohio corporation ("Ohio"), First American Exchange Corporation of Oregon, an Oregon corporation ("Oregon"), First American Exchange Corporation of the North Atlantic, Inc., a Pennsylvania corporation ("Pennsylvania"), First American Exchange Corporation of Texas, a Texas corporation ("Texas"), First American Exchange Corporation, a Utah corporation ("Utah"), First American Exchange Corporation of Wisconsin, a Wisconsin corporation ("Wisconsin") (Arizona, California, California I, Guaranty, Florida, Idaho, Illinois, Indiana, Louisiana, Massachusetts, Michigan, Minnesota, Ohio, Oregon, Pennsylvania, Texas, Utah and Wisconsin may hereinafter singularly be referred to as "Target" and collectively as "Targets"), FAEC and Targets being sometimes referred to herein as the "Constituent Entities."

WHEREAS, the board of directors or managers, as the case may be, of each Constituent Entity deems it advisable for the general welfare of its Constituent Entity and its shareholders or members, that the Constituent Entities merge into a single limited liability company pursuant to this Agreement and the applicable laws of the State of Delaware and the States of formation of each of the Targets; and

WHEREAS, the Constituent Entities desire to adopt this Agreement as a Plan of Reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, the Constituent Entities agree that Targets shall be merged with and into FAEC as the surviving limited liability company in accordance with the applicable laws of the State of Delaware and the States of formation of each of the Targets, that the name of the surviving limited liability company shall continue to be FAEC (which in its capacity as surviving entity is hereinafter called the "Surviving Entity"), and that the terms and conditions of the merger and the mode of carrying it into effect shall be as follows:

## **Section 1. Effective Date**

The merger provided for in this Agreement shall become effective upon the completion of the following:

- (1) Adoption of this Agreement by the shareholders of each Target pursuant to the laws of the state of each Target and by the members of FAEC pursuant to the Delaware Limited Liability Company Act of the State of Delaware;
- (2) Execution and filing of the appropriate merger documentation required by the State of Delaware; and
- (3) Execution and filing of the appropriate merger documentation required by the State of formation of each of the Targets.

The Constituent Entities shall agree upon the date (the "Effective Date") on which the Certificate of Merger shall be filed with each of the respective Secretaries of State, but such filings shall take place with reasonable promptness after the approval of this Agreement by the shareholders and members of the Constituent Entities and the fulfillment or waiver of the terms and conditions in Sections 12 and 13.

## **Section 2. Governing Law**

The Surviving Entity shall be governed by the laws of the State of Delaware.

## **Section 3. Certificate of Formation**

The Certificate of Formation of FAEC shall be the Certificate of Formation of the Surviving Entity from and after the Effective Date, subject to the right of the Surviving Entity to amend its Certificate of Formation in accordance with the laws of the State of Delaware.

## **Section 4. Cancellation of Shares**

4.1 **Conversion.** The mode of carrying the merger into effect and the manner and basis of converting the shares of each Target into membership interests in FAEC are as follows:

- (1) Each share of Common Stock of each Target ("Target Common Stock") which are issued and outstanding on the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled and no membership interests in FAEC shall be issued

therefore.

(2) Each share of Target Common Stock which is issued and outstanding and owned by Target on the Effective Date shall, by virtue of the merger and without any action on the part of Target, be retired and canceled.

(3) Each certificate evidencing ownership of membership interests of FAEC issued and outstanding on the Effective Date or held by FAEC in its treasury shall continue to evidence ownership of the same number of membership interests of FAEC.

4.2 **Exchange of Certificates.** As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of any Target Common Stock shall surrender the same to the Secretary of FAEC ("Exchange Agent").

#### **Section 5. Management, Board of Directors and Officers**

Until the election and qualification of their successors, the manager and any members of the board of directors, if any, of the Surviving Entity shall be the manager and board of directors of FAEC in office on the Effective Date. The elected officers of the Surviving Entity, if any, who shall continue in office at the pleasure of the manager and/or board of directors of the Surviving Entity, shall be the elected officers of FAEC on the Effective Date. See attached exhibit A.

#### **Section 6. Effect of the Merger**

On the Effective Date, the separate existence of each Target shall cease (except insofar as continued by statute), and they shall be merged with and into the Surviving Entity. All the property, real, personal, and mixed, of each of the Constituent Entities, and all debts due to either of them, shall be transferred to and vested in the Surviving Entity, without further act or deed. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations, of each of the Constituent Entities, and any claim or judgment against either of the Constituent Entities may be enforced against the Surviving Entity.

#### **Section 7. Approval of Shareholders and Members**

This Agreement shall be submitted to the shareholders and members of the Constituent Entities as provided by the applicable laws of the State of Delaware and the State of formation of each of the Targets at meetings called for that purpose or approved by unanimous written consents of such shareholders or members. There shall be required for the adoption of this Agreement (1) as to each Target, the affirmative vote of the holders of a majority of all the shares of its Common

Stock issued and outstanding and entitled to vote; and (2) as to FAEC, the affirmative vote of the holders of at least a majority of its members.

### **Section 8. Representations and Warranties of Each Target**

Each Target severally, and not jointly, represents and warrants that:

**8.1 Corporate Organization and Good Standing.** Target is a corporation duly organized, validly existing, and in good standing under the laws of the State of its formation, and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.

**8.2 Capitalization.** Target's issued and outstanding stock, is fully paid and nonassessable. There are no options, warrants, or rights outstanding to purchase shares of Target Common Stock from Target.

**8.3 No violation.** Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of Target is subject or by which Target is bound.

**8.4 Authorization.** Execution of this Agreement has been duly authorized and approved by Target's board of directors and shareholders.

### **Section 9. Representations and Warranties of FAEC**

FAEC represents and warrants that:

**9.1 Organization and Good Standing.** FAEC is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is qualified to do business as a foreign limited liability company in each jurisdiction, if any, in which its property or business requires such qualification.

**9.2 Membership.** FAEC's sole member is First American Title Insurance Company.

**9.3 No violation.** Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of FAEC is subject.

**9.4 Authorization.** Execution of this Agreement has been duly authorized and approved by FAEC's manager or members.

## **Section 10. Conditions Precedent to Obligation of Target**

Each Target's obligation to consummate this merger shall be subject to fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by Target.

**10.1 FAEC's Covenants.** FAEC shall have performed all covenants required by this Agreement to be performed by it on or before the Effective Date.

**10.2 Shareholder or Member Approval.** This Agreement shall have been adopted by the necessary vote of holders of the capital stock or membership interests of the Constituent Entities as set forth in Section 8 hereof.

## **Section 11. Conditions Precedent to Obligation of FAEC**

FAEC's obligation to consummate this merger shall be subject to fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by FAEC.

**11.1 Target's Covenants.** Each Target shall have performed all covenants required by this Agreement to be performed by it on or before the Effective Date.

**11.2 Shareholder or Member Approval.** This Agreement shall have been adopted by the necessary vote of holders of the capital stock or membership interests of the Constituent Entities as set forth in Section 8 hereof.

## **Section 12. Nonsurvival of Representations and Warranties**

The representations and warranties set out in Section 9 and 10 hereof shall not survive the Effective Date, and neither party hereto shall have any claim thereafter against the other party with respect hereto.

## **Section 13. General Provisions**

**13.1 Further Assurances.** At any time, and from time, after the Effective Date, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purpose of this Agreement.

**13.2 Waiver.** Any failure on the part of either party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

**13.3 Brokers.** Each party represents to the other party that no broker or finder has acted

for it in connection with this Agreement and agrees to indemnify and hold harmless the other party against any fee, loss, or expense arising out of claims by brokers or finders employed or alleged to have been employed by it.

13.4 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered in person or set by prepaid first-class registered or certified mail, return receipt requested, as follows:

If to any Target:                    [Name of Target]  
   1 First American Way  
   Santa Ana, CA 92707

If to FAEC:                            First American Exchange Company, LLC  
   1 First American Way  
   Santa Ana, CA 92707

13.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

13.6 **Headings.** The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13.7 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

13.8 **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns; provided, however, that any assignment by either party of its rights under this Agreement without the written consent of the other party shall be void.

13.9 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties to this Agreement pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Director or Managers have caused these presents to be executed by the authorized person of each party hereto as the respective act, deed and agreement of each of said entities effective March 30, 2003.

**"Arizona"**

First American Exchange Corporation of Arizona,  
an Arizona corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"California"**

First American Exchange Corporation of California,  
a California corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"California I"**

First American Exchange Corporation,  
a California corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Guaranty"**

First Guaranty Exchange Company,  
a California corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_



**"Florida"**

First American Exchange Corporation,  
a Florida corporation

By: James Hoff

Title: President

**"Idaho"**

First American Exchange Corporation of Idaho,  
an Idaho corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Illinois"**

First American Exchange Company of Illinois,  
an Illinois corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Indiana"**

First American Exchange Corporation of Indiana,  
an Indiana corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Louisiana"**

First American Exchange Corporation,  
a Louisiana corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Massachusetts"**

First American Exchange Corporation,  
a Massachusetts corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Michigan"**

First American Exchange Corporation of Michigan,  
a Michigan corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Minnesota"**

First American Exchange Corporation of Minnesota,  
a Minnesota corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Ohio"**

First American Midwest Exchange Services, Inc.,  
an Ohio corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Oregon"**

First American Exchange Corporation of Oregon,  
an Oregon corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Pennsylvania"**

First American Exchange Corporation of the North Atlantic, Inc.,  
a Pennsylvania corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Texas"**

First American Exchange Corporation of Texas,  
a Texas corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Utah"**

First American Exchange Corporation,  
a Utah corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**"Wisconsin"**

First American Exchange Corporation of Wisconsin,  
a Wisconsin corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**“FAEC”**

First American Exchange  
Company, LLC,  
a Delaware limited liability  
company

By: First American Title  
Insurance Company, a  
California corporation, its  
sole member

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

First American Title Insurance Company, a California corporation ("FATICO") is the sole member of First American Exchange Company, LLC ("FAEC"). FATICO has all management authority but has designated the following three individuals as managers:

Curt Johnson  
K. Gene Aalseth  
Max Valdes

These managers, FATICO and FAEC all have the following address:

1 First American Way  
Santa Ana, CA 92707