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Florida Department of State
Division of Corporations
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Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
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RESUBMIT
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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

FIRST AMERICAN TITLE COMPANY, LLC

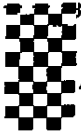
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TALLAHASSEE, FLORIDA

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Fla. NO. 015 Dep. P. 2/14; tate



December 24, 2008

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CORPORATION SERVICE COMPANY

SUBJECT: FIRST AMERICAN TITLE COMPANY, LLC
REF: W08000056650

RESUBMIT
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submission date as file date.

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The document submitted does not meet legibility requirements for electronic filing. Please do not attempt to refax this document until the quality has been improved.

If you have any further questions concerning your document, please call (850) 245-6955.

Suzanne Hawkes
Regulatory Specialist II
Registration Section

FAX Aud. #: E08000278194
Letter Number: 408A00061627

P.O BOX 6327 - Tallahassee, Florida 32314

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CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
First American Title Company of		
the Southeast and Mid-Atlantic, LLC	Florida	LLC
67000119028		

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
First American Title Company, LLC	Delaware	LLC
M08-5419		

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

January 1, 2009

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

2711 Centerville Road, Suite 400

Wilmington, DE 19808

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 1 First American Way

Santa Ana, CA 92707

Mailing address: 1 First American Way

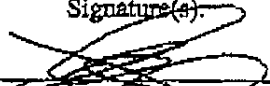

Santa Ana, CA 92707

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

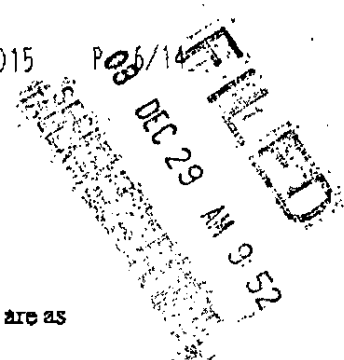
NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
First American Title Company, LLC		Thomas R. Wawersich
First American Title Company of the Southeast and Mid-Atlantic, LLC		Thomas R. Wawersich

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
First American Title Company of the Southeast and Mid-Atlantic, LLC	Florida	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
First American Title Company, LLC	Delaware	LLC

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

See attached Agreement and Plan of Merger

(Attach additional sheet 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 others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

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

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated effective as of January 1, 2009, by and between First American Title Company, LLC, a Delaware limited liability company ("First American") and First American Title Company of the Southeast and Mid-Atlantic, LLC, a Florida limited liability company, ("Target"), First American and Target being sometimes referred to herein as the "Constituent Entities."

WHEREAS, the members and managers, of each Constituent Entity deems it advisable for the general welfare of its Constituent Entity and its members, that the Constituent Entities merge into a single limited liability company pursuant to this Agreement and the applicable laws of the States of Delaware and Florida; and

NOW, THEREFORE, the Constituent Entities agree that Target shall be merged with and into First American as the surviving limited liability company in accordance with the applicable laws of the States of Delaware and Florida, that the name of the surviving limited liability company shall continue to be First American (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 members of each Constituent Entity pursuant to the laws of the States of Delaware and Florida; and
- (2) Execution and filing of the appropriate merger documentation required by the States of Delaware and Florida; and

The Constituent Entities agree that the effective date (the "Effective Date") on which the Certificate of Merger shall be filed with the Florida and Delaware Secretary of States, shall be January 1, 2009.

Section 2. Governing Law

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

Section 3. Articles of Incorporation

The certificate of formation of First American 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 Membership Interests

4.1 Cancellation. The mode of carrying the merger into effect and the manner and basis of cancelling the membership interests of Target are as follows:

(1) Each membership interest in Target ("Target Interests") 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 without consideration and no membership interests in First American shall be issued therefore.

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

4.2 Exchange of Certificates. As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing membership interests of Target Interests shall surrender the same to the Secretary of First American ("Exchange Agent").

Section 5. Management and Officers

Until the election and qualification of their successors, the managers of the Surviving Entity shall be the managers of First American in office on the Effective Date. The elected officers of the Surviving Entity who shall continue in office at the pleasure of the managers of the Surviving Entity, shall be the elected officers of First American on the Effective Date.

Section 6. Effect of the Merger

On the Effective Date, the separate existence of 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 Members

This Agreement shall be submitted to the members of the Constituent Entities as provided by the applicable laws of the States of Delaware and Florida at meetings called for that purpose or approved by unanimous written consents of such members. There shall be required for the

adoption of this Agreement (1) as to Target, the affirmative vote of the holders of a majority of the membership interests issued and outstanding and entitled to vote; and (2) as to First American, the affirmative vote of the holders of at least a majority of the membership interests issued and outstanding and entitled to vote.

Section 8. Representations and Warranties of Target

Target represents and warrants that:

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

8.2 Capitalization. Target's issued and outstanding membership interests are fully paid and nonassessable. There are no options, warrants, or rights outstanding to purchase membership interests of Target Interests 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 members.

Section 9. Representations and Warranties of First American

First American represents and warrants that:

9.1 Organization and Good Standing. First American 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 corporation in each jurisdiction, if any, in which its property or business requires such qualification.

9.2 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 First American is subject.

9.3 Authorization. Execution of this Agreement has been duly authorized and approved by First American's members.

Section 10. Conditions Precedent to Obligation of Target

Target's obligation to consummate this merger shall be subject to fulfillment on or before

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the Effective Date of each of the following conditions, unless waived in writing by Target.

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

10.2 Member Approval. This Agreement shall have been adopted by the necessary vote of holders of the membership interests of the Constituent Entities as set forth in Section 7 hereof.

Section 11. Conditions Precedent to Obligation of First American

First American'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 First American.

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

11.2 Member Approval. This Agreement shall have been adopted by the necessary vote of holders of the membership interests of the Constituent Entities as set forth in Section 7 hereof.

Section 12. Nonsurvival of Representations and Warranties

The representations and warranties set out in Section 8 and 9 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 Target: First American Title Company of
the Southeast and Mid-Atlantic, LLC
1 First American Way
Santa Ana, CA 92707

If to First American: First American Title 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.

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IN WITNESS WHEREOF, the parties to this Agreement pursuant to the approval and authority duly given by resolutions adopted by their respective members 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 January 1, 2009.

"First American"
First American Title Company, LLC,
a Delaware limited liability company

By: FATCO Holdings, LLC,
a Delaware limited liability company,
its sole member

By: 
Thomas R. Wawersich, Manager

"Target"
First American Title Company
of the Southeast and Mid-Atlantic, LLC,
a Florida limited liability company,

By: 
Thomas R. Wawersich, its manager

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