

P00315

FILED
98 DEC 24 PM 1:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

First American Real Estate
Information Services, Inc

600002721646--8
-12/24/98-01020-005
*****70.00 *****70.00

- Art of Inc. File _____
- LTD Partnership File _____
- Foreign Corp. File _____
- L.C. File _____
- Fictitious Name File _____
- Trade/Service Mark _____
- Merger File _____
- Art. of Amend. File _____
- RA Resignation _____
- Dissolution / Withdrawal _____
- Annual Report / Reinstatement _____
- Cert. Copy _____
- Photo Copy _____
- Certificate of Good Standing _____
- Certificate of Status _____
- Certificate of Fictitious Name _____
- Corp Record Search _____
- Officer Search _____
- Fictitious Search _____
- Fictitious Owner Search _____
- Vehicle Search _____
- Driving Record _____
- UCC 1 or 3 File _____
- UCC 11 Search _____
- UCC 11 Retrieval _____
- Courier _____

Merger

VS DEC 24 1998

Signature _____

Requested by: CEI 12/24 8:38

Name _____ Date _____ Time _____

Walk-In _____ Will Pick Up _____

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

FIRST AMERICAN LOSS MITIGATION SERVICES, INC., a Florida corporation,
P97000074775

into

FIRST AMERICAN REAL ESTATE INFORMATION SERVICES, INC., a
California corporation P00315

File date: December 24, 1998

Corporate Specialist: Velma Shepard

ARTICLES OF MERGER

The following articles of merger, are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

FIRST: The exact name of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation is:

<u>Name</u>	<u>Jurisdiction</u>
First American Real Estate Information Services, Inc.	California

98 DEC 24 PM 1:31
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECOND: The exact name and jurisdiction of each subsidiary corporation is:

<u>Name</u>	<u>Jurisdiction</u>
First American Loss Mitigation Services, Inc.	Florida

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

Section 1. Effective Date

The effect and effective date of the merger provided for in this Agreement are as prescribed by law.

Section 2. Governing Law

The parent corporation shall be governed by the laws of the State of California.

Section 3. Articles of Incorporation

The Articles of Incorporation of the parent corporation shall be the Articles of Incorporation of the parent corporation from and after the Effective Date, subject to the right of the parent corporation to amend its Articles of Incorporation in accordance with the laws of the State of California.

Section 4. Bylaws

The Bylaws of the parent corporation shall be the Bylaws of the parent corporation as in effect on the date of this Agreement.

Section 5. Cancellation of Shares

The outstanding shares of the subsidiary corporation shall be canceled and no shares of the parent corporation shall be issued in exchange therefor.

Section 6. Board of Directors and Officers

Until the election and qualification of their successors, the members of the board of directors of the parent corporation shall be the board of directors of the parent corporation in office on the Effective Date. The elected officers of the parent corporation, who shall continue in office at the pleasure of the board of directors of the parent corporation, shall be the elected officers of the parent corporation on the Effective Date.

Section 7. Effect of the Merger

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

Section 8. General Provisions

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.

FOURTH:

A. The manner and basis of converting the shares of the subsidiary into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property is as follows:

The outstanding shares of the subsidiary shall be canceled and no shares of the parent shall be issued in exchange therefor.

FIFTH:

The Plan of Merger was adopted by the board of directors of the parent corporation on December 1, 1998 and shareholder approval was not required.

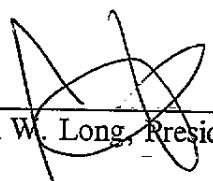
SIXTH:

The Plan of Merger was adopted by the board of directors of the subsidiary corporation on December 1, 1998 and shareholder approval was not required.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, we have made, subscribed and acknowledged this Plan of Merger effective as of this 1st day of December, 1998.

**FIRST AMERICAN REAL ESTATE
INFORMATION SERVICES, INC.,
a California corporation**

By: 
John W. Long, President

**FIRST AMERICAN LOSS MITIGATION
SERVICES, INC.,
a Florida corporation**

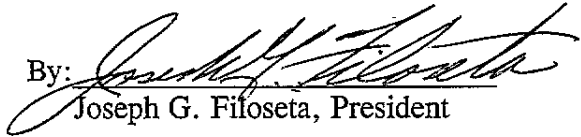
By: _____
Joseph G. Filoseta, President

IN WITNESS WHEREOF, we have made, subscribed and acknowledged this Plan of Merger effective as of this 1st day of December, 1998.

**FIRST AMERICAN REAL ESTATE
INFORMATION SERVICES, INC.,
a California corporation**

By: _____
John W. Long, President

**FIRST AMERICAN LOSS MITIGATION
SERVICES, INC.,
a Florida corporation**

By: 
Joseph G. Filoseta, President

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER effective as of December 1, 1998, between First American Real Estate Information Services, Inc., a California corporation ("REIS"), Executive Reporting Services, Inc., a Hawaii corporation ("Hawaii"), Executive Reporting Services, Inc., an Idaho corporation ("Idaho"), Executive Reporting Services, Inc., an Oregon corporation ("Oregon"), Executive Reporting Services, Inc., a Utah corporation ("Utah"), Executive Reporting Services, Inc., a Washington corporation ("Washington"), SMT, Inc., a Colorado corporation ("SMT") and First American Loss Mitigation Services, Inc., a Florida corporation ("FALMS")(Hawaii, Idaho, Oregon, Utah, Washington, SMT and FALMS may hereinafter be referred to individually as "Subsidiary" and collectively as "Subsidiaries"), REIS and Subsidiaries being sometimes referred to herein singularly as the "Constituent Corporation" and collectively as the "Constituent Corporations."

WHEREAS, REIS is the sole shareholder of the Subsidiaries; and

WHEREAS, the board of directors of each Constituent Corporation deems it advisable for the general welfare of the Constituent Corporations and its shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement and the applicable laws of the States of California, Hawaii, Idaho, Oregon, Utah, Washington, Colorado and Florida; and

WHEREAS, the Constituent Corporations 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 Corporations agree that Subsidiaries shall be merged with and into REIS as the surviving corporation in accordance with the applicable laws of the States of California, Hawaii, Idaho, Oregon, Utah, Washington, Colorado and Florida, that the name of the surviving corporation shall continue to be REIS (which in its capacity as surviving corporation is hereinafter called the "Surviving Corporation"), 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 effect and effective date of the merger provided for in this Agreement are as prescribed by law.

Section 2. Governing Law

The Surviving Corporation shall be governed by the laws of the State of California.

Section 3. Articles of Incorporation

The Articles of Incorporation of REIS shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Date, subject to the right of the Surviving Corporation to amend its Articles of Incorporation in accordance with the laws of the State of California.

Section 4. Bylaws

The Bylaws of the Surviving Corporation shall be the Bylaws of REIS as in effect on the date of this Agreement.

Section 5. Cancellation of Converting Shares

The outstanding shares of the Subsidiaries shall be canceled and no shares of REIS shall be issued in exchange therefor.

Section 6. Board of Directors and Officers

Until the election and qualification of their successors, the members of the board of directors of the Surviving Corporation shall be the board of directors of REIS in office on the Effective Date. The elected officers of the Surviving Corporation, who shall continue in office at the pleasure of the board of directors of the Surviving Corporation, shall be the elected officers of REIS on the Effective Date.

Section 7. Effect of the Merger

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

Section 8. General Provisions

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.

This Agreement may be executed in any number of counterparts and by facsimile, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

[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 Directors and shareholders have caused these presents to be executed by the President of each party hereto as the respective act, deed and agreement of each of said corporations effective on the date first set forth above.

FIRST AMERICAN REAL ESTATE
INFORMATION SERVICES, INC.,
a California corporation

By: _____
John W. Long, President

EXECUTIVE REPORTING
SERVICES, INC.,
a Utah corporation

By: _____
E. Kent Forrest, President

EXECUTIVE REPORTING
SERVICES, INC.,
a Hawaii corporation

By: _____
E. Kent Forrest, President

EXECUTIVE REPORTING
SERVICES, INC.,
a Washington corporation

By: _____
E. Kent Forrest, President

EXECUTIVE REPORTING
SERVICES, INC.,
an Idaho corporation

By: _____
E. Kent Forrest, President

SMT, INC.,
a Colorado corporation

By: _____
Mark D. Rogers, President

EXECUTIVE REPORTING
SERVICES, INC.,
an Oregon corporation

By: _____
E. Kent Forrest, President

FIRST AMERICAN LOSS
MITIGATION SERVICES, INC.,
a Florida corporation

By: _____
Joseph G. Filoseta, President