



Email: HVAUGHAN@LANDAM.COM
Direct Dial: (804) 267-8697

F960000001070

January 12, 2001

Florida Department of State
Attn: Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

RE: PRIMIS of Florida, Inc.
Articles of Merger

Dear Sir or Madam:

Enclosed to be filed on behalf of PRIMIS of Florida, Inc. are the Articles of Merger for Parent/Subsidiary Corporations and a check in the amount of \$70.00, which serves as payment of the required filing fees. Also enclosed is a Certified Copy of the Certificate of Merger filed on behalf of the Corporation in the State of Georgia.

Should you have questions or require additional information, I may be reached at the number or email address listed above.

Sincerely,

Hope M. Vaughan
Corporate Legal Assistant

Merger
1-18-01
HVS

FILED
01 JAN 16 AM 8:39
CLERK OF STATE
TALLAHASSEE, FLORIDA
100003539131--6
-01/16/01--01154--024
*****70.00 *****70.00

ARTICLES OF MERGER
Merger Sheet

MERGING:

PRIMIS OF FLORIDA, INC., a Florida corporation, P98000096596

into

PRIMIS, INC., a Georgia entity F96000001070

File date: January 16, 2001

Corporate Specialist: Doug Spitler

ARTICLES OF MERGER
(Profit Corporation)

FILED
01 JAN 16 AM 8:39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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: PRIMIS, Inc., a Georgia corporation.

Second: The name and jurisdiction of each merging corporation: PRIMIS of Florida, Inc., a Florida corporation.

Third: The Plan of Merger is attached hereto as Exhibit A

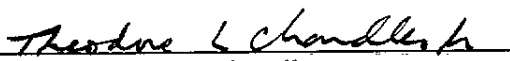
Fourth: The merger shall become effective on the earlier of 1) the date the Articles of Merger are filed with the Florida Department of State or 2) the date of filing certified by the State of Georgia attached hereto as Exhibit B.

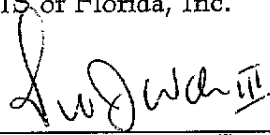
Fifth: The Plan of Merger was adopted by the shareholders of the surviving corporation on December 21, 2000.

Sixth: The Plan of Merger was adopted by the shareholders of the merging corporation on December 21, 2000.

PRIMIS, Inc.

PRIMIS of Florida, Inc.


By: Theodore L. Chandler, Jr.
Its: Chairman


By: Russell W. Jordan, III
Its: President

Plan of Merger

PRIMIS of Florida, Inc.

INTO

PRIMIS, Inc.

PLAN AND AGREEMENT OF MERGER (hereinafter called "this agreement"), dated as of December 21, 2000, by and between PRIMIS, Inc., a Georgia corporation and PRIMIS of Florida, Inc., a Florida corporation, (hereinafter called "PRIMIS Subsidiary") said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, PRIMIS, Inc. is a corporation duly organized and existing under the laws of the State of Georgia, having been incorporated on February 1, 1990, and PRIMIS Subsidiary is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on November 13, 1998.

WHEREAS, PRIMIS, Inc. owns all of the capital stock of PRIMIS Subsidiary, the Board of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Georgia and the domicile of PRIMIS Subsidiary.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Georgia and the domicile of PRIMIS Subsidiary that the Constituent Corporations shall be merged into a single corporation, to-wit: PRIMIS, Inc., a Georgia corporation, one of the Constituent Corporations, which is not a new corporation, and which shall continue its corporate existence and be the corporation surviving the merger (said corporation hereafter being sometimes called the "Surviving Corporation"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

ARTICLE I

Effective Time of the Merger

At the effective time of the Merger, the separate existence of PRIMIS Subsidiary shall cease and PRIMIS Subsidiary shall be merged into the Surviving Corporation. Consummation of this Agreement for accounting purposes shall be effective as of December 31, 2000.

ARTICLE II

Bylaws

The Bylaws of PRIMIS, Inc. at the effective time of the merger shall be the Bylaws of the Surviving Corporation until same shall be altered or amended in accordance with the provisions thereof.

ARTICLE III

Directors and Officers

The directors of PRIMIS, Inc. at the effective time of the Merger shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors as provided by law and the Bylaws of the Surviving Corporation, the officers of PRIMIS, Inc. at the effective time of the Merger shall be the officers of the Surviving Corporation.

ARTICLE IV

Cancellation of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation are as follows:

1. When surrender of PRIMIS Subsidiary stock becomes effective, all of the stock certificates of PRIMIS Subsidiary shall be surrendered to the Surviving Corporation for cancellation.

ARTICLE V

Effect of the Merger

At the effective time of the Merger, pursuant to applicable sections of the Georgia Code, all the property, real, personal and mixed, and franchises of each of the Constituent Corporations, and all debts due on whatever account either of them, including subscriptions for shares and other choses in action belonging to either of them, shall be deemed to be transferred to and vested in the Surviving Corporation without further action, and the title to any real estate, or any interest therein vested in either of the corporations shall not revert or be in any way impaired by reason of merger. The Surviving Corporation shall thenceforth be responsible for all the liabilities of each of the Constituent Corporations. Liens upon the property of the Constituent Corporations shall not be impaired by the merger and any claim existing or action or proceeding pending by or against the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place or the Surviving Corporation may be proceeded against or substituted in its place. Any taxes, penalties, and public accounts of the State of Georgia or the domicile of PRIMIS Subsidiary claimed against the Constituent Corporations but not settled, assessed or determined prior to the merger, shall be settled, assessed or determined against the Surviving Corporation and, together with interest thereon, shall be a lien against the franchises and property, both real and personal, of the Surviving Corporation. The articles of incorporation of the Surviving Corporation shall be deemed to be amended to the extent, if any, that changes in its articles are stated in the plan of merger.

ARTICLE VI

Neither corporation shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except as contemplated by the agreement.

ARTICLE VII

Approval of Shareholders; Filing of Certificate of Merger

In accordance with Georgia Code and domicile Code of PRIMIS Subsidiary, this agreement shall be submitted to PRIMIS, Inc., which is the sole shareholder of PRIMIS Subsidiary. Upon approval, the said agreement and any related documents will be delivered to the Secretary of State of the State of Georgia and the domicile of PRIMIS Subsidiary.

ARTICLE VIII

Conduct of Businesses Pending Merger

From and after the date of this Agreement and prior to the effective time of the Merger, neither of the Constituent Corporations will, without the prior written consent of the other:

- (a) Amend its Certificate of Incorporation or Bylaws except as may be necessary to enable it to carry out the provisions of this agreement;
- (b) Engage in any material activity or transaction or incur any material obligation (by contract or otherwise) except in the ordinary course of business;
- (c) Issue rights or options to purchase or subscribe to any shares of its capital stock or subdivide or otherwise change any such shares;
- (d) Issue or sell any shares of its capital stock or securities convertible into shares of its capital stock; and
- (e) Declare or pay any dividends on or make any distributions in respect of any shares of its capital stock;

unless such actions are approved by their respective shareholders. Such restrictions shall not apply to any plan or action taken by PRIMIS, Inc. to merge into LandAmerica OneStop, Inc.

ARTICLE IX

Additional Agreements

The Constituent Corporations further agree as follows:

- (a) This merger pursuant to Title 26 U.S. Code Section 368(A)(1)(B) (26 USCS § 368 (A)(1)(B)) is intended to be a tax-free merger under the laws of the United States of America, the State of Georgia, and the domicile of PRIMIS Subsidiary.

- (b) Access and Information. The Constituent Corporations hereby agree that each will give to the other and to the other's accountants, counsel and other representatives full access during normal business hours throughout the period prior to the Merger to all of its properties, books, contracts, commitments and records, and that each will furnish the other during such period with all other information concerning its affairs as such other party may reasonably request. In the event of the termination of this Agreement, each party will deliver to the other all documents, work papers and other material obtained from the other relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, whether so obtained before or after the execution hereof, and will use its best efforts to have any information so obtained and not heretofore made public kept confidential.
- (c) Expenses. Upon a termination of this agreement, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including fees, expenses and disbursements of its accountants.
- (d) Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm of record or otherwise, in the Surviving Corporation, the title to any property or rights of PRIMIS Subsidiary acquired or to be acquired by or as a result of the Merger, the proper officers and directors of PRIMIS Subsidiary and the Surviving Corporation, respectively, shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law and take such other action as may be necessary or proper in the name of PRIMIS Subsidiary or the Surviving Corporation to vest, perfect, or confirm title to such other property or rights in the Surviving Corporation and otherwise carry out the purposes of this Agreement.

ARTICLE X

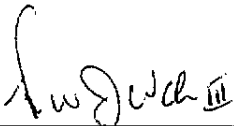
Conditions Precedent; Termination General Provisions

- (a) Conditions Precedent to PRIMIS, Inc.'s obligation. The obligation of PRIMIS, Inc. to effect the Merger shall be subject to the following conditions:
1. No material change in the corporate status, businesses, operations or financial condition of PRIMIS Subsidiary since January 1, 2000; other than changes in the ordinary course of business, none of which has been materially adverse in relation to PRIMIS Subsidiary taken as a whole, and no other event or condition of any character shall have occurred or arisen since the date which shall have materially and adversely affected the corporate status, businesses, operations or financial condition of PRIMIS Subsidiary taken as a whole.
- (b) Termination and Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the effective time of the merger, whether before or after adoption or approval of this agreement by the Constituent Corporations under any one or more of the following circumstances:

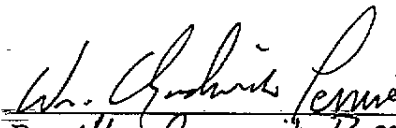
1. By the mutual consent of the Board of Directors of the Constituent Corporations;
2. By either of the Constituent Corporations if any action or proceeding before any Court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and such Constituent Corporation deems it inadvisable to proceed with the Merger.

IN WITNESS WHEREOF, this agreement has been signed by the president or vice president and the secretary of each of the Constituent Corporations, and each of the Constituent Corporations has caused its corporate seal to be hereto affixed and attested by the signature of the assistant secretary, all as of the day and year first above written.

PRIMIS of Florida, Inc.



By: RUSSELL W. JORDAN, III
Its: PRESIDENT

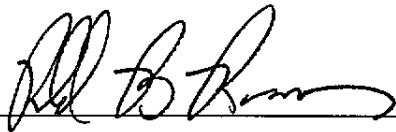


By: Wm. CHADWICK PERRINE
Its: Vice President & Secretary

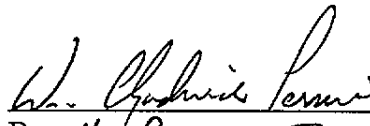
ATTEST:


Assistant Secretary

PRIMIS, Inc.



By:
Its:



By: Wm. CHADWICK PERRINE
Its: Vice President & Secretary

ATTEST:


Assistant Secretary

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 010030872
CONTROL NUMBER : K002052
DATE INC/AUTH/FILED: 02/01/1990
JURISDICTION : GEORGIA
PRINT DATE : 01/03/2001
FORM NUMBER : 215

LANDAMERICA
HOPE VAUGHAN
101 GATEWAY CTR. PKWY.
RICHMOND, VA 23235

CERTIFIED COPY

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that the attached documents are true and correct copies of documents filed under the name of

PRIMIS, INC.
A DOMESTIC PROFIT CORPORATION

Said entity was formed in the jurisdiction set forth above and has filed in the Office of Secretary of State on the date set forth above its certificate of limited partnership, articles of incorporation, articles of association, articles of organization or application for certificate of authority to transact business in Georgia.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence of the existence or nonexistence of the facts stated herein.



Cathy Cox
Secretary of State

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 010030832
CONTROL NUMBER : K002052
EFFECTIVE DATE : 12/27/2000
REFERENCE : 0093
PRINT DATE : 01/03/2001
FORM NUMBER : 411

LANDAMERICA
HOPE VAUGHAN
101 GATEWAY CTR. PKWY
RICHMOND VA 23235

CERTIFICATE OF MERGER

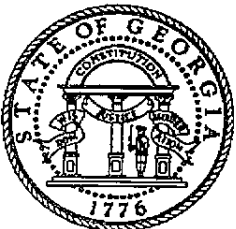
I, Cathy Cox, The Secretary of State of the Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of the said filing.

Surviving Entity:

PRIMIS, INC., A GEORGIA CORPORATION

Nonsurviving Entity/Entities:

PRIMIS OF FLORIDA, INC., A FLORIDA CORPORATION




CATHY COX
SECRETARY OF STATE

0020832

CERTIFICATE OF MERGER
OF
PRIMIS OF FLORIDA, INC.

INTO

PRIMIS, INC.

* K002052

PRIMIS Inc., a Georgia corporation and the surviving corporation of the merger between PRIMIS, Inc. and PRIMIS of Florida, Inc., a Florida corporation (the "Merger"), hereby files this Certificate of Merger pursuant to Section 14-2-1105(b) of the Georgia Business Corporation Code:

1. PRIMIS, Inc., incorporated in the State of Georgia, and PRIMIS of Florida, Inc., incorporated in the State of Florida, are the parties to the Merger.
2. An agreement of merger has been approved, adopted, certified, executed and acknowledged by each of PRIMIS, Inc. and PRIMIS of Florida, Inc. in accordance with Section 14-2-1105(b) of the Georgia Business Corporation Code.
3. PRIMIS, Inc. will be the surviving corporation of the Merger.
4. The certificate of incorporation of PRIMIS, Inc. will be the certificate of incorporation of the surviving corporation of the Merger.
5. The executed agreement of merger is on file at the office of PRIMIS, Inc. at 101 Gateway Centre Parkway, Gateway One, Richmond, Virginia, 23235, and a copy thereof will be furnished by PRIMIS, Inc., on request and without cost, to any shareholder of either corporation which is a party to the Merger.
6. The merger was duly approved by the shareholders of PRIMIS of Florida, Inc. and the shareholders of PRIMIS, Inc.
7. The authorized capital stock of PRIMIS, Inc. consists of 10,000,000 shares of common stock, no par value per share.

IN WITNESS WHEREOF, the following officer of PRIMIS, Inc. has executed this document as of 21st day of December, 2000.

PRIMIS, Inc.

W. Chadwick Perrine

By: Wm. Chadwick Perrine
Title: Vice President & Secretary

(3) 838
10. 44 20 8 6 44

SECRETARY OF STATE

DEC 21 3 01 PM '00
SECRETARY OF STATE