

Florida Department of State
Division of Corporations
Public Access System
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H08000278191 3)))



H080002781913ABC3

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

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

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1575

Effective 11/10/09
Heather x 2908

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2008 DEC 22 AM 10:24

FILED

RECEIVED

2008 DEC 22 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

FIRST AMERICAN TITLE COMPANY, INC.

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$70.00

EFFECTIVE DATE
1-1-09

Electronic Filing Menu

Corporate Filing Menu

Help

merger

sgj

NO. 961

FILED

2008 DEC 22 AM 10:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
Corporation Act,

ARTICLES OF MERGER (Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
First American Title Company, Inc	Florida	632200

EFFECTIVE DATE
1-1-09

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
R.E. Services, Inc.	Ohio	N/A

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 1 / 1 / 09 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 1, 2008

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 1, 2008

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

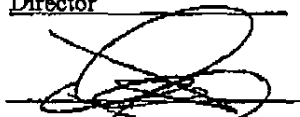
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

First American Title Company, Inc.



Thomas R. Wawersich, Vice President

R.E. Services, Inc.



Thomas R. Wawersich, Vice President

PLAN OF MERGER
(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>First American Title Company, Inc.</u>	<u>Florida</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>R.E. Services, Inc.</u>	<u>Ohio</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

See attached Agreement and Plan of Merger

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation 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, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Agreement and Plan of Merger

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

See attached Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is dated effective as of January 1, 2009, by and between First American Title Company, Inc., a Florida corporation ("First American") and R.E. Services, Inc., an Ohio corporation ("Target"). First American and Target being sometimes referred to herein as the "Constituent Entities."

WHEREAS, the board of directors of each Constituent Entity deems it advisable for the general welfare of its Constituent Entity and its shareholders, that the Constituent Entities merge into a single corporation pursuant to this Agreement and the applicable laws of the States of Ohio and Florida; 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 Target shall be merged with and into First American as the surviving corporation in accordance with the applicable laws of the States of Ohio and Florida, that the name of the surviving corporation 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 (the "Effective Date") at 12:01 a.m. on January 1, 2009.

Section 2. Governing Law

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

Section 3. Articles of Incorporation

The Articles of Incorporation of First American shall be the Articles of Incorporation of the Surviving Entity from and after the Effective Date, subject to the right of the Surviving Entity to amend its Articles of Incorporation in accordance with the laws of the State of Florida.

Section 4. Cancellation of Shares

4.1 **Cancellation.** All of the issued shares in Target are owned by certain wholly owned entities within the consolidated group of which First American and Target are members. Therefore, the mode of carrying the merger into effect and the manner and basis of canceling the shares of Target are as follows:

(1) Each share of Common Stock of Target ("Target Common Stock") which is 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 shares in First American shall be issued therefore.

(2) Each share of Common Stock of First American which is issued and outstanding or owned by First American in its treasury on the Effective Date shall, by virtue of the merger and without any action on the part of First American continue to evidence ownership of the same number of common shares of First American.

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

Section 5. Management, Board of Directors and Officers

Until the election and qualification of their successors, the board of directors of the Surviving Entity shall be the board of directors of First American 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 board of directors 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 it 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

This Agreement shall be submitted to the shareholders of the Constituent Entities as provided by the applicable laws of the State of Ohio and Florida, at meetings called for that purpose or approved by unanimous written consents of such shareholders. There shall be required for the adoption of this Agreement as to each Constituent Entity, the affirmative vote of the holders of a majority of all the shares of its Common Stock issued and outstanding and entitled to vote.

Section 8. Representations and Warranties of Target

Target 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 Ohio, 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.

Section 9. Representations and Warranties of First American

First American represents and warrants that:

9.1 Organization and Good Standing. First American is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and is qualified to do business as a 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 directors.

Section 10. Conditions Precedent to Obligation of Target

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 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 Shareholder Approval. This Agreement shall have been adopted by the necessary vote of holders of the capital stock 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 Shareholder Approval. This Agreement shall have been adopted by the necessary vote of holders of the capital stock 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 Sections 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: R.E. Services, Inc., Inc.
1 First American Way
Santa Ana, CA 92707

If to First American: First American Title Company, Inc.
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 Florida.

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.

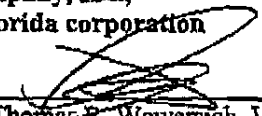
13.9 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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 Directors 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 as of January 1, 2009.

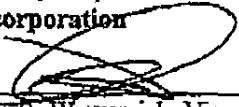
"First American"

**First American Title
Company, Inc.,
a Florida corporation**

By: 
Thomas R. Wawersich, Vice President

"Target"

**R.E. Services, Inc.,
An Ohio corporation**

By: 
Thomas R. Wawersich, Vice President