

Fax Server

12/21/2009 8:46:00 AM PAGE 1/011

Fax Server

Division of Corporations

Page 1 of 2

Florida Department of State
Division of Corporations
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.

((H09000261749 3)))



H090002617493ABC5

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 : 120000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1575

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

2009 DEC 21 AM 11:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

**MERGER OR SHARE EXCHANGE
FIRST AMERICAN TITLE COMPANY, INC**

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$105.00

2009 DEC 21 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
SY

12-21-09

FILED

2009 DEC 21 AM 11:41

SECRETARY OF STATE
TALLAHASSEE, FLORIDA**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

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
First American Title Company of the Northeast, Inc.	Ohio	
First American Title Insurance Agency, Inc.	Illinois	

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 ____/____/____ (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 12/1/08.

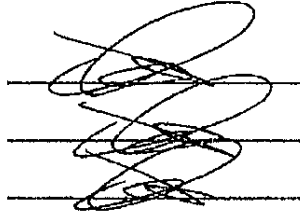
The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

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 12/1/08.

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 CORPORATIONName of CorporationSignature of an Officer or
DirectorTyped or Printed Name of Individual & TitleFirst American Title Company, Inc.Thomas R. Wawersich, Vice PresidentFirst American Title Company of the Northeast, Inc.Thomas R. Wawersich, Vice PresidentFirst American Title Insurance Agency, 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:

Jurisdiction

Florida

Second: The name and jurisdiction of each merging corporation:

Jurisdiction

Ohio

Illinois

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

AGREEMENT AND PLAN OF MERGER dated as of January 1, 2009, by and between First American Title Company, Inc., a Florida corporation ("Florida"), First American Title Insurance Agency, Inc., an Illinois corporation ("Illinois") and First American Title Company of the Northeast, Inc., an Ohio Corporation ("Ohio") (Illinois and Ohio may hereinafter singularly be referred to as "Target" and collectively as "Targets"), Florida and Targets 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 Florida and Illinois; 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 Florida as the surviving corporation in accordance with the applicable laws of the States of Florida Ohio and Illinois, that the name of the surviving corporation shall continue to be Florida (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 on January 1, 2009 (the "Effective Date") in the manner provided by law.

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 Florida 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 each Target are owned by certain wholly owned entities within the consolidated group of which Florida and Target are members. Therefore, the mode of carrying the merger into effect and the manner and basis of canceling the shares of each

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 Florida shall be issued therefor.

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

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 Florida ("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 Florida 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 Florida on the Effective Date.

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

This Agreement shall be submitted to the shareholders of the Constituent Entities as provided by the applicable laws of the States of Florida, Ohio and Illinois 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 Each Target

Each Target represents and warrants, severally and not jointly, 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.

Section 9. Representations and Warranties of Florida

Florida represents and warrants that:

9.1 Organization and Good Standing. Florida 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 Florida is subject.

9.3 Authorization. Execution of this Agreement has been duly authorized and approved by Florida'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 each Target.

10.1 **Florida's Covenants.** Florida 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 Florida

Florida'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 Florida.

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

If to Florida: 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 duly authorized person of each party hereto as the respective act, deed and agreement of each of said entities effective January 1, 2009.

"Florida"

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

By: 
Thomas R. Wawersich, Vice-President

"Illinois"

**First American Title
Insurance Agency, Inc.,
a Illinois corporation**

By: 
Thomas R. Wawersich, Vice-President

"Ohio"

**First American Title Company
of the Northeast, Inc.,
a Illinois corporation**

By: 
Thomas R. Wawersich, Vice-President