

632200

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

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SUFFICIENCY OF FILING

*Merger*  
C.COULLIETTE

DEC 29 2009

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 231886 7379988

AUTHORIZATION :

COST LIMIT : \$ 70.00

*[Handwritten signature]*

ORDER DATE : December 24, 2009

ORDER TIME : 8:57 AM

ORDER NO. : 231886-005

CUSTOMER NO: 7379988

ARTICLES OF MERGER

FIRST AMERICAN TITLE COMPANY  
OF THE NORTHWEST AND MIDSTATES  
INC.

INTO

FIRST AMERICAN TITLE COMPANY,  
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX PLAIN STAMPED COPY

CONTACT PERSON: Heather Chapman

EXAMINER'S INITIALS: \_\_\_\_\_



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

December 28, 2009

CSC  
ATTN: HEATHER  
TALLAHASSEE, FL

SUBJECT: FIRST AMERICAN TITLE COMPANY, INC.  
Ref. Number: 632200

**RESUBMIT**

Please give original  
submission date as file date.

We have received your document for FIRST AMERICAN TITLE COMPANY, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

You will have to retype the name of the merging corporation on page one of the application and page two on both copies. The text is too small for imaging.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette  
Regulatory Specialist II

Letter Number: 909A00039267

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DIVISION OF CORPORATIONS  
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 America 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 Northwest and Midstates, Inc.	Missouri	

**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 November 25, 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 November 25, 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)*

FILED  
09 DEC 28 PM 2 47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**Seventh: SIGNATURES FOR EACH CORPORATION**

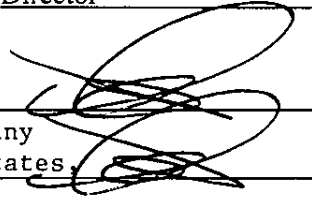
Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

First America Title Company, Inc.

First American Title Company  
of the Northwest and Midstates,  
Inc.



Thomas R. Wawersich, Vice President

Thomas R. Wawersich, Vice President

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## **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 Company of the Northwest and Midstates, Inc., a Missouri corporation ("Northwest") (Northwest may hereinafter singularly be referred to as "Target"), Florida 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 Florida and Missouri; 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 Florida as the surviving corporation in accordance with the applicable laws of the States of Florida and Missouri, 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 (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 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 therefore.

(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 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 and Missouri 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 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.** 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 Target: First American Title Company of the  
Northwest and Midstates, Inc.  
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

**"Northwest"**

**First American Title Company of the  
Northwest and Midstates, Inc.,  
a Missouri corporation**

By:   
Thomas R. Wawersich, Vice-President