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2013 OCT - 8 AM 10:45

RECEIVED
OFFICE OF THE
CLERK OF THE
COURT

Merger

OCT - 8 2013

R. WHITE

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OCT - 8 PM 2:18

FILED



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195
REFERENCE : 837804 4727070
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 78.75

ORDER DATE : October 7, 2013
ORDER TIME : 9:02 AM
ORDER NO. : 837804-005
CUSTOMER NO: 4727070

ARTICLES OF MERGER

FIRST AMERICAN TITLE COMPANY,
INC.

INTO

FIRST AMERICAN TITLE COMPANY

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

FILED

OCT -8 PM 2:13

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Articles of Merger
For
Florida Profit or Non-Profit Corporation

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
First American Title Company, Inc.	Florida	Corporation
First American Title Company	California	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
First American Title Company	California	Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Effective date of merger and the date of filing: October 4, 2013

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

First American Title Company, a California corporation

1 First American Way

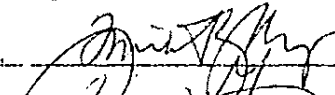
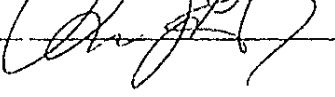
Santa Ana, California 92707

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
First American Title Company, Inc.		Timothy V. Kemp
First American Title Company		Dennis J. Gilmore

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party x 2 = \$70.00

Certified Copy (optional): \$8.75

First American Check No. 18079014

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
First American Title Company, Inc.	Florida	Corporation
First American Title Company	California	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
First American Title Company	California	Corporation

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

SEE ATTACHED AGREEMENT OF MERGER

(Attach additional sheet if necessary)

AGREEMENT OF MERGER

AGREEMENT OF MERGER (the "Agreement") dated as of October 4, 2013, by and between First American Title Company, a California corporation ("FATCO") and First American Title Company, Inc., a Florida corporation, ("Target"), FATCO and Target being sometimes referred to herein as the "Constituent Entities."

WHEREAS, the directors and shareholders, of each Constituent Entity deems it advisable for the general welfare of its Constituent Entity and its directors and shareholders that the Constituent Entities merge into a single corporation pursuant to this Agreement and the applicable laws of the States of Florida and California; and

NOW, THEREFORE, the Constituent Entities agree that Target shall be merged with and into FATCO as the surviving corporation in accordance with the applicable laws of the States of Florida and California, that the name of the surviving corporation shall continue to be FATCO (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 upon the completion of the following:

- (1) Adoption of this Agreement by the shareholders of each Constituent Entity pursuant to the laws of the States of Florida and California; and
- (2) Execution and filing of the appropriate merger documentation required by the States of Florida and California; and

The Constituent Entities agree that the effective date (the "Effective Date") of the Certificate of Merger shall be the date filed with the Florida and California Secretary of State.

Section 2. Governing Law

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

Section 3. Articles of Incorporation

The articles of incorporation of FATCO 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 California.

Section 4. Cancellation of Shares

4.1 **Cancellation.** The mode of carrying the merger into effect and the manner and basis of cancelling the shares of Target are as follows:

(1) Each share in Target ("Target Interests") 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 FATCO shall be issued therefore.

(2) Each certificate evidencing ownership of shares of FATCO issued and outstanding on the Effective Date or held by FATCO in its treasury shall continue to evidence ownership of the same number of shares of FATCO.

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

Section 5. Management and Officers

Until the election and qualification of their successors, the officers and directors of the Surviving Entity shall be the officers and directors of FATCO in office on the Effective Date. The elected officers of the Surviving Entity who shall continue in office at the pleasure of the directors of the Surviving Entity, shall be the elected officers of FATCO 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 assets, rights, privileges, powers, immunities, purposes and property (real, personal, intellectual 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. 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, without further act or deed.

Section 7. Effect of the Merger on Intellectual Property

The intellectual property referenced in Section 6 includes, but is not limited to, any software, copyrights, trade secrets, scripts, applications, reports, data files, data tracking, design materials, documentation, and information technology, and patents. Patents include, not only patents in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the subject matter of the patents, and to any continuation, continuation-in-part, division, renewal, extension, substitute, re-examination or reissue. The transfer of intellectual property from each Target to the Surviving Entity includes all causes of actions, claims and

demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world.

Section 8. Approval of Shareholders and Directors

This Agreement shall be submitted to the shareholders and directors of the Constituent Entities as provided by the applicable laws of the States of Florida and California at meetings called for that purpose or approved by unanimous written consents of such shareholders and directors. There shall be required for the adoption of this Agreement (1) as to Target, the affirmative vote of the holders of at least a majority of the shares issued and outstanding and entitled to vote; and (2) as to FATCO, the affirmative vote of the holders of at least a majority of the shares issued and outstanding and entitled to vote.

Section 9. Representations and Warranties of Target

Target represents and warrants that:

9.1 **Organization and Good Standing.** Target 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 foreign entity in each jurisdiction, if any, in which its property or business requires such qualification.

9.2 **Capitalization.** Target's issued and outstanding shares are fully paid and nonassessable. There are no options, warrants, or rights outstanding to shares of Target Interests from Target.

9.3 **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.

9.4 **Authorization.** Execution of this Agreement has been duly authorized and approved by Target's directors and shareholders.

Section 10. Representations and Warranties of FATCO

FATCO represents and warrants that:

10.1 **Organization and Good Standing.** FATCO is a corporation duly organized, validly existing, and in good standing under the laws of the State of California and is qualified to do business as a foreign entity in each jurisdiction, if any, in which its property or business requires such qualification.

10.2 **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 FATCO is subject.

10.3 **Authorization.** Execution of this Agreement has been duly authorized and approved by FATCO's directors and shareholders.

Section 11. 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.

11.1 **FATCO's Covenants.** FATCO shall have performed all covenants required by this Agreement to be performed by it on or before the Effective Date.

11.2 **Shareholder/Director Approval.** This Agreement shall have been adopted by the necessary vote of the directors and shareholders of the Constituent Entities as set forth in Section 8 hereof.

Section 12. Conditions Precedent to Obligation of FATCO

FATCO'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 FATCO.

12.1 **Target's Covenants.** Target shall have performed all covenants required by this Agreement to be performed by it on or before the Effective Date.

12.1 **Shareholder/Director Approval.** This Agreement shall have been adopted by the necessary vote of the directors and shareholders of the Constituent Entities as set forth in Section 8 hereof.

Section 13. Nonsurvival of Representations and Warranties

The representations and warranties set out in Sections 9 and 10 hereof shall not survive the Effective Date, and neither party hereto shall have any claim thereafter against the other party with respect hereto.

Section 14. General Provisions

14.1 **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 asset or property (real, intellectual, personal, and mixed) transferred hereunder or otherwise to carry out the intent and purpose of this Agreement.

14.2 **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.

14.3 **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.

14.4 **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, Inc.
1 First American Way
Santa Ana, CA 92707

If to FATCO: First American Title Company
1 First American Way
Santa Ana, CA 92707

14.5 **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.

14.6 **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.

14.7 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

14.8 **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.

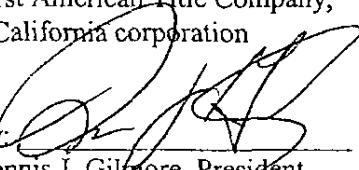
14.9 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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 directors and shareholders 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 the date and time first above written.

"FATCO"

First American Title Company,
a California corporation

By: 
Dennis J. Gilmore, President

By: 
Timothy V. Kemp, Secretary

"Target"

First American Title Company, Inc.,
a Florida corporation

By: 
Timothy V. Kemp, President

By: _____
John T. LaJoie, Secretary

IN WITNESS WHEREOF, the parties to this Agreement pursuant to the approval and authority duly given by resolutions adopted by their respective directors and shareholders 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 the date and time first above written.

"FATCO"

First American Title Company,
a California corporation

By: See attached
Dennis J. Gilmore, President

By: See attached
Timothy V. Kemp, Secretary

"Target"

First American Title Company, Inc.,
a Florida corporation

By: See attached
Timothy V. Kemp, President

By: John T. LaJoie
John T. LaJoie, Secretary

**UNANIMOUS WRITTEN CONSENT OF
THE SOLE SHAREHOLDER OF
FIRST AMERICAN TITLE COMPANY, INC.**

The undersigned, constituting the sole shareholder of First American Title Company, Inc., a Florida corporation (the "Corporation") acting pursuant to the laws of Florida and the Bylaws of the Corporation, hereby adopt the following recitals and resolutions by unanimous written consent effective on October 4, 2013, which recitals and resolutions shall have the same force and effect as if unanimously adopted at a duly convened meeting of the shareholders of the Corporation, and a copy of which shall be filed with the minutes of the Corporation:

Agreement of Merger

WHEREAS, the officers of this Corporation have deemed it to be in the best interests of this Corporation to enter into an Agreement of Merger, dated as of October 4, 2013, attached hereto and incorporated herein by this reference ("Agreement"), with First American Title Company, Inc., a Florida corporation ("FATCI") whereby FATCI will be merged with and into this Corporation in accordance with the terms and conditions contained in the Agreement, and all other documents necessary to effectuate the intent and purpose of the Agreement, including but not limited to any state merger documentation (hereinafter collectively referred to as the "Documents"); and

WHEREAS, the officers wish to execute or have executed the Documents on behalf of this Corporation setting forth the terms and conditions under which the merger will be effected.

NOW, THEREFORE, BE IT RESOLVED, that all actions taken or to be taken by the officers of this Corporation to enter into, execute, deliver and perform the Documents, and any related documents or instruments specified therein, are hereby authorized, ratified and approved in all respects.

RESOLVED FURTHER, that any officer of the Corporation is authorized to act on behalf of the Corporation and execute any Documents required to be delivered in connection with the consummation of the transactions specified thereunder.

RESOLVED FURTHER, that the Corporation is hereby authorized to perform all of its rights, duties, and obligations under the Documents, as well as under any and all instruments and documents required thereunder.

RESOLVED FURTHER, that the officers of the Corporation are hereby authorized and directed to execute and deliver any and all other related instruments or documents specified under the Documents or required to be delivered in connection with the consummation of the transactions specified thereunder.

RESOLVED FURTHER, that the directors and appropriate officers of the Corporation are hereby authorized and directed on behalf of the Corporation and in its name to take all further actions and execute all further documents which they deem necessary or desirable in order to carry out the purpose and intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned, being the sole shareholder of this Corporation, has executed this action and adopted these resolutions by unanimous written consent, evidenced by the signature hereinbelow. This action and such resolutions shall become effective as of and on the date set forth below.

Dated: October 4, 2013

First American Title Company,
a California corporation

By: 

Dennis J. Gilmore, President

By: 

Timothy V. Kemp, Secretary

**UNANIMOUS WRITTEN CONSENT OF
THE SOLE SHAREHOLDER OF
FIRST AMERICAN TITLE COMPANY**

The undersigned, constituting the sole shareholder of First American Title Company, a California corporation (the "Corporation") acting pursuant to the authority contained in Corporations Code Section 603 and the Bylaws of the Corporation, hereby adopt the following recitals and resolutions by unanimous written consent effective on October 4, 2013, which recitals and resolutions shall have the same force and effect as if unanimously adopted at a duly convened meeting of the shareholders of the Corporation, and a copy of which shall be filed with the minutes of the Corporation:

Agreement of Merger

WHEREAS, the officers of this Corporation have deemed it to be in the best interests of this Corporation to enter into an Agreement of Merger, dated as of October 4, 2013, attached hereto and incorporated herein by this reference ("Agreement"), with First American Title Company, Inc., a Florida corporation ("FATCI") whereby FATCI will be merged with and into this Corporation in accordance with the terms and conditions contained in the Agreement, and all other documents necessary to effectuate the intent and purpose of the Agreement, including but not limited to any state merger documentation (hereinafter collectively referred to as the "Documents"); and

WHEREAS, the officers wish to execute or have executed the Documents on behalf of this Corporation setting forth the terms and conditions under which the merger will be effected.

NOW, THEREFORE, BE IT RESOLVED, that all actions taken or to be taken by the officers of this Corporation to enter into, execute, deliver and perform the Documents, and any related documents or instruments specified therein, are hereby authorized, ratified and approved in all respects.

RESOLVED FURTHER, that any officer of the Corporation is authorized to act on behalf of the Corporation and execute any Documents required to be delivered in connection with the consummation of the transactions specified thereunder.

RESOLVED FURTHER, that the Corporation is hereby authorized to perform all of its rights, duties, and obligations under the Documents, as well as under any and all instruments and documents required thereunder.

RESOLVED FURTHER, that the officers of the Corporation are hereby authorized and directed to execute and deliver any and all other related instruments or documents specified under the Documents or required to be delivered in connection

with the consummation of the transactions specified thereunder.

RESOLVED FURTHER, that the directors and appropriate officers of the Corporation are hereby authorized and directed on behalf of the Corporation and in its name to take all further actions and execute all further documents which they deem necessary or desirable in order to carry out the purpose and intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned, being the sole shareholder of this Corporation, has executed this action and adopted these resolutions by unanimous written consent, evidenced by the signature hereinbelow. This action and such resolutions shall become effective as of and on the date set forth below.

Dated: October 4, 2013

First American Title Insurance Company,
a California corporation.

By: 
Dennis J. Gilmore, President

By: 
Timothy V. Kemp, Secretary

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
FIRST AMERICAN TITLE COMPANY, INC.**

The undersigned, constituting all of the Directors of First American Title Company, Inc., a Florida corporation (the "Corporation") and pursuant to the laws of the State of Florida, do hereby take the following action without a meeting by unanimous written consent:

Agreement of Merger

WHEREAS, the officers of this Corporation have deemed it to be in the best interests of this Corporation to enter into an Agreement of Merger, dated as of October 4, 2013, attached hereto and incorporated herein by this reference ("Agreement"), with First American Title Company, a California corporation ("FATCO"), whereby this Corporation will be merged with and into FATCO in accordance with the terms and conditions contained in the Agreement, and all other documents necessary to effectuate the intent and purpose of the Agreement, including but not limited to any Certificates or Articles of Merger (hereinafter collectively referred to as the "Documents"); and

WHEREAS, the officers wish to execute or have executed the Documents on behalf of this Corporation setting forth the terms and conditions under which the merger will be effected.

NOW, THEREFORE, BE IT RESOLVED, that all actions taken or to be taken by the officers of this Corporation to enter into, execute, deliver and perform the Documents, and any related documents or instruments specified therein, are hereby authorized, ratified and approved in all respects.

RESOLVED FURTHER, that any officer is authorized to act on behalf of the Corporation and execute any Documents required to be delivered in connection with the consummation of the transactions specified thereunder.

RESOLVED FURTHER, that the Corporation is hereby authorized to perform all of its rights, duties, and obligations under the Documents, as well as under any and all instruments and documents required thereunder.

RESOLVED FURTHER, that the officers of the Corporation are hereby authorized and directed to execute and deliver any and all other related instruments or documents specified under the Documents or required to be delivered in connection with the consummation of the transactions specified thereunder.

RESOLVED FURTHER, that the directors and appropriate officers of the Corporation are hereby authorized and directed on behalf of the Corporation and in

its name to take all further actions and execute all further documents which they deem necessary or desirable in order to carry out the purpose and intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned, being all of the Directors of this Corporation, have executed this action and adopted these resolutions by unanimous written consent, evidenced by the signature hereinbelow or on one or more counterparts of this action, which, taken together, shall constitute one action. This action and such resolutions shall become effective as of and on the date set forth below.

Dated: October 4, 2013



Timothy V. Kemp

See attached

John T. LaJoie

See attached

P. Richard Cannan

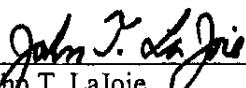
its name to take all further actions and execute all further documents which they deem necessary or desirable in order to carry out the purpose and intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned, being all of the Directors of this Corporation, have executed this action and adopted these resolutions by unanimous written consent, evidenced by the signature hereinbelow or on one or more counterparts of this action, which, taken together, shall constitute one action. This action and such resolutions shall become effective as of and on the date set forth below.

Dated: October 4, 2013

See attached

Timothy V. Kemp



John T. LaJoie

See attached

P. Richard Cannan

its name to take all further actions and execute all further documents which they deem necessary or desirable in order to carry out the purpose and intent of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned, being all of the Directors of this Corporation, have executed this action and adopted these resolutions by unanimous written consent, evidenced by the signature hereinbelow or on one or more counterparts of this action, which, taken together, shall constitute one action. This action and such resolutions shall become effective as of and on the date set forth below.

Dated: October 4, 2013

See attached

Timothy V. Kemp

See attached

John T. LaJoie

A handwritten signature in dark ink, appearing to read "P. Richard Cannan", written over a horizontal line.

P. Richard Cannan

**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
FIRST AMERICAN TITLE COMPANY**

The undersigned, constituting all of the Directors of First American Title Company, a California corporation, acting pursuant to the authority contained in Corporations Code Section 307(b) and the Bylaws of the Corporation, hereby adopt the following recitals and resolutions by unanimous written consent effective on October 4, 2013, which recitals and resolutions shall have the same force and effect as if unanimously adopted at a duly convened meeting of the directors of the Corporation, and a copy of which shall be filed with the minutes of the Corporation:

Agreement of Merger

WHEREAS, the officers of this Corporation have deemed it to be in the best interests of this Corporation to enter into an Agreement of Merger, dated as of October 4, 2013, attached hereto and incorporated herein by this reference ("Agreement"), with First American Title Company, Inc., a Florida corporation ("FATCI") whereby FATCI will be merged with and into this Corporation in accordance with the terms and conditions contained in the Agreement, and all other documents necessary to effectuate the intent and purpose of the Agreement, including but not limited to any state merger documentation (hereinafter collectively referred to as the "Documents"); and

WHEREAS, the officers wish to execute or have executed the Documents on behalf of this Corporation setting forth the terms and conditions under which the merger will be effected.

NOW, THEREFORE, BE IT RESOLVED, that this corporation merge First Title Company, Inc., a Florida corporation, its wholly-owned subsidiary corporation, into itself and assume all its obligations pursuant to Section 1110, California Corporations Code.

RESOLVED FURTHER, that all actions taken or to be taken by the officers of this Corporation to enter into, execute, deliver and perform the Documents, and any related documents or instruments specified therein, are hereby authorized, ratified and approved in all respects.

RESOLVED FURTHER, that the Corporation is hereby authorized to perform all of its rights, duties, and obligations under the Documents, as well as under any and all instruments and documents required thereunder.

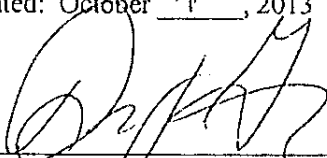
RESOLVED FURTHER, that the officers of the Corporation are hereby authorized and directed to execute and deliver any and all other related instruments or documents specified under the Documents or required to be delivered in connection with the consummation of the transactions specified thereunder.


RESOLVED FURTHER, that the directors and appropriate officers of the Corporation are hereby authorized and directed on behalf of the Corporation and in its name to take all further actions and execute all further documents which they deem necessary or desirable in order to carry out the purpose and intent of the foregoing resolutions.

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IN WITNESS WHEREOF, the undersigned, being all of the Directors of this Corporation, have executed this action and adopted these resolutions by unanimous written consent, evidenced by the signatures hereinbelow, or on one or more counterparts of this action, which, taken together, shall constitute one action. This action and such resolutions shall become effective as of and on the date set forth below.

Dated: October 4, 2013


Dennis J. Gilmore


Christopher M. Leavell


Timothy V. Kemp


Mark E. Seaton


Jeffrey S. Robinson

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: FIRST AMERICAN TITLE COMPANY, a California corporation
Name of Surviving Party

Please return all correspondence concerning this matter to:

Lenore Martinez

Contact Person

First American - Legal

Firm/Company

55 Madison Street, Suite 520

Address

Denver, CO 80206

City, State and Zip Code

lemartinez@firstam.com

E-mail address: (to be used for future annual report notification)


For further information concerning this matter, please call:

lemartinez@firstam.com

Name of Contact Person

at (303) 209-6454

Area Code and Daytime Telephone Number

 Certified Copy (optional) \$8.75

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314