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MERGER OR SHARE EXCHANGE

ATLANTIC TITLE, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

THESE ARTICLES OF MERGER, dated this 16 day of August, 2005 (this "Agreement"), is made pursuant to Section 607.1105, et. seq. of the General Corporation Law of the State of Florida (the "FGCL"), between Coastal Land Title Company, a Florida corporation ("CLT"), and Atlantic Title, Inc., a Florida corporation (the "Company").

First: The Agreement and Plan of Merger (the Plan") which effects the merger of CLT with and into the Company is set forth as Annex A hereto. Pursuant to the Plan, CLT shall be merged into the Company with the Company being the surviving corporation. The merger shall become effective on the date upon which the Plan is filed with the Secretary of State of Florida.

Second: The Plan was adopted and approved by the board of directors and the stockholders of each constituent corporation as of the 16 day of August, 2005.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors have caused these presents to be executed by their respective officers as the respective act, deed and agreement of each of said corporations on this 16 day of August, 2005.

COASTAL LAND TITLE COMPANY

By: Charles H. Burns
Name: Charles H. Burns
Title: President

ATLANTIC TITLE, INC.

By: Charles H. Burns
Name: Charles H. Burns
Title: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") entered into on 8/16, 2005 by and among Atlantic Title, Inc., a Florida corporation ("ATI"), Charles H. Burns, Pasquale G. Zarro, Robert Berthiaume, and Samuel Beatty (collectively, the "Stockholders") and Coastal Land Title Company, a Florida corporation (the "Company"). ATI, the Stockholders and the Company are referred to collectively herein as the "Parties."

WHEREAS, the Stockholders own all the outstanding shares of common stock of the Company;

WHEREAS, the Stockholders desire to exchange all of their shares of common stock of the Company for common stock of ATI in a reorganization which is tax free pursuant to Section 368 (b) of the Internal Revenue Code ; and

WHEREAS, ATI desires to exchange its shares of common stock for all of the outstanding shares of common stock of the Company which are owned by the Stockholders on the terms and conditions contained in this Agreement.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

1. THE MERGER

(a) Merger. The parties agree that the Company shall be merged into ATI, as a single corporation, upon the terms and conditions of this agreement and that ATI shall continue under the laws of the State of Florida as the Surviving Corporation (the "Surviving Corporation"), and they further agree as follows:

(i) Articles of Incorporation. The purposes, the registered agent, the address of the registered office, number of directors and the capital stock of the Surviving Corporation shall be as appears in the Articles of Incorporation of ATI on file with the office of the Secretary of State of the State of Florida on the date of this Agreement. From and after the Effective Date and until further amended, altered or restated as provided by law, the Articles of Incorporation separate and apart from this Agreement shall be and may be separately certified as the Articles of Incorporation of the Surviving Corporation.

(ii) Amendment of Articles. The Articles of Incorporation of ATI, on the Effective Date, shall be amended by striking out all of the present Article I and substituting a new Article I, which shall read as follows: "~~The name of this corporation shall be~~ ATI, Inc." ~~and such Articles as amended shall be the Articles of the Surviving Corporation.~~

(iii) Bylaws. The Bylaws of ATI in effect on the Effective Date shall be the Bylaws of the Surviving Corporation until they shall be altered, amended or repealed.

(iv) Directors. The persons who upon the Effective Date shall constitute the Board of Directors of the Surviving Corporation shall be the persons constituting the Board of Directors of ATI on the Effective Date. If on the Effective Date any vacancy exists on the Board of Directors of the Surviving Corporation, that vacancy may be filled in the manner provided in the Bylaws of the Surviving Corporation.

(v) Officers. The persons who upon the Effective Date shall constitute the officers of the Surviving Corporation shall be the persons constituting the officers of ATI on the Effective Date.

(b) Submission to Shareholders. This Agreement shall be submitted to the shareholders of the Company for their consent and approval by August 15, 2005, in accordance with the Florida Business Corporation Law, or such later date as the Boards of Directors of the Company and ATI shall mutually approve, and, if it is adopted and approved in accordance with the laws of Florida, as promptly as practicable thereafter, the fact that this Agreement has been adopted and approved as above provided shall be certified by their respective secretaries, and this Agreement and appropriate Articles of Merger shall be signed and acknowledged or sworn pursuant to the laws of Florida.

(c) Effective Date. The Merger of the Company into ATI shall become effective upon filing of the Articles of Merger with the State of Florida. The date on which the merger of the Company into ATI becomes effective is referred to in this Agreement as the "Effective Date".

(d) Effect of Merger. On the Effective Date, the separate existence of the Company shall cease and the Company shall be merged into ATI in accordance with this Agreement, and the Surviving Corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties, of each of the constituent corporations so merged, and all the rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations of each of the constituent corporations; and all property, real, personal and mixed, and all debts to either of the constituent corporations on whatever account as well as for stock subscriptions and all other things in action or belonging to each of the constituent corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be effectively the property of the Surviving Corporation as they were of the respective constituent corporations, and the title to any real estate, whether vested by deed or otherwise in either of the constituent corporations under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

(e) **Conversion Ratio.** The manner and basis converting and exchanging the shares of common stock Company shall be as follows:

(i) **Ratio.** On the Effective Date, each share of common stock, no par value, of the Company issued and outstanding immediately before the Effective Date, by virtue of the Merger and without any action on the part of the holder of any share of Company Stock, shall be converted into shares of ATI Stock on a one for one basis.

(ii) **Fractional Shares.** No certificates or scrip representing fractional shares of ATI Common Stock shall be issued upon surrender for exchange of certificates representing Company Stock, no dividend or distributions of ATI shall be payable on or with respect to any fractional share, and any such fractional share interest will not entitle the owner thereof to vote or to any rights of the stockholders of ATI.

(f) **Exchange of Certificates.**

(i) **Generally.** As soon as practicable after the Effective Date, each holder of an outstanding certificate or certificates representing Company Stock shall surrender the same to ATI, as Exchange Agent, for all such holders (the "Exchange Agent"), and such holders shall be entitled upon such surrender to receive in exchange a certificate representing the number of shares of ATI Stock into which those shares of Company Stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the Effective Date, represented shares of Company Stock shall be deemed for all corporate purposes, other than the payment of dividends, to evidence ownership of the respective shares of ATI Stock into which they shall have been converted. Unless and until an outstanding certificate that, before the Effective Date, represented shares of Company Stock shall be surrendered, no dividends payable to the holders of record of Company Stock as of any date subsequent to the Effective Date shall be paid to the holder of such outstanding certificate, but upon surrender of the outstanding certificate there shall be paid to the record holder of the certificate for shares of ATI Stock into which those shares shall have been converted the amount of dividends that previously were payable from the Effective Date with respect to those shares of ATI Stock.

(ii) **Specific Procedure.** Prior to the Effective Date, ATI shall prepare certificates representing the shares of ATI Stock into which Company Stock shall be converted (the "ATI Certificates"). Promptly after the Effective Date, ATI or the exchange agent shall deliver to each record holder, as of the Effective Date, the ATI Certificates and shall cancel the Company Certificates.

(g) Shareholders' Rights. All shares of ATI Stock for and into which shares of Company Stock shall have been converted and exchanged pursuant to this Agreement shall be fully paid and nonassessable and shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares. Unless the Merger is abandoned, the holders of Company Certificates shall cease on the Effective Date to be shareholders of the Company and shall have no rights with respect to Company Stock except the rights to receive the consideration set forth above.

(h) Compliance with Laws. The Company and ATI shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida, the State of Indiana and the United States in connection with the contemplated Merger.

(i) Transfer Books. At the close of business on the Effective Date, the transfer books of the Company shall be closed and no transfer of shares of Company Stock shall be made or consummated thereafter.

(j) Further Assurances. Prior to and from and after the Effective Date, the constituent corporations shall take all actions necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Corporation shall determine that any further conveyance, assignment or other document or any further action is necessary and desirable to vest in the Surviving Corporation full title to all properties, assets, rights, privileges and franchises of the Company, the officers and directors of the constituent corporations shall execute and deliver all instruments and take all action the Surviving Corporation may reasonably determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

2. REPRESENTATIONS AND WARRANTIES OF ATI CONCERNING THE TRANSACTION.

ATI represents and warrants to the Stockholders that the statements contained in this Section 2 are correct and complete as of the date of this Agreement.

(a) Organization of ATI. ATI is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization.

(b) Authorization of Transaction. ATI has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of ATI, enforceable in accordance with its terms and conditions. ATI needs not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

(c) Non-Contravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (1)

violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which ATI is subject or any provision of its charter or bylaw or (2) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which ATI is a party or by which it is bound or to which any of its assets are subject.

(d) **Brokers' Fees.** ATI has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Stockholders could become liable or obligated.

(e) **Tax-Free Transaction.** ATI shall take no action which causes the transaction to be treated as a taxable transaction for the Stockholders under the Internal Revenue Code.

(f) **Anti-dilution Protection.** In the event that ATI engages in any split-up of its common stock, issues any dividend to its common stockholders or effects any reorganization or re-capitalization including any reverse stock split, the Stockholders will be treated in the same manner as any other stockholder.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE STOCKHOLDERS.

Each of the Stockholders and the Company represents and warrants to ATI that the statements contained in this Section 3 are correct and complete as of the date of this Agreement.

(a) **Organization of the Company.** The Company is a corporation duly organized in the State of Florida and has conducted no business operations since its formation.

(b) **Authorization of Transaction.** Each of the Stockholders has authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly executed and delivered by each of the Stockholders and constitutes their valid and binding obligation, enforceable against each of the Stockholders in accordance with its terms.

(c) **Capitalization.** There are 1,000 shares of common stock of the Company authorized, 500 of which are outstanding. All of the issued and outstanding shares of Common Stock have been duly authorized, are validly issued, fully paid, and non-assessable. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require the Company to issue, sell, or otherwise cause to become outstanding any shares of its capital stock.

(d) Non-Contravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (1) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Stockholders or the Company are subject to any provision of its charter or bylaw or (2) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which the Stockholders or the Company are a party or by which it is bound or to which any of its assets are subject.

(e) Brokers' Fees. Neither the Stockholders nor the Company has any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

(f) Investment. Each of the Stockholders (1) understands that the common stock of ATI to be received pursuant to Section 1(b) above has not been, and will not be, registered under the Securities Act of 1933 (the "Act"), nor under any state securities laws, and is being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering, (2) is acquiring the common stock solely for his own account for investment purposes, and not with a view to the distribution thereof, (3) is an accredited investor as defined in Regulation D promulgated under the Act; (4) has received certain information concerning ATI and has had access to the copies of corporate documents in order to evaluate the merits and the risks inherent in holding the common stock, and (5) is able to bear the economic risk and lack of liquidity inherent in holding the common stock.

4. REMEDY FOR BREACHES OF THIS AGREEMENT.

(a) Survival of Representations and Warranties. All of the representations and warranties of the Parties contained in this Agreement above shall survive the date of this Agreement and continue in full force and effect for a period of the greater of (i) three years or (ii) the applicable statute of limitations.

(b) Indemnification Provisions for Benefit of ATI. In the event either of the Stockholders breaches any of their representations, warranties, and covenants contained herein, and, if there is an applicable survival period pursuant to Section 5(a) above, provided that ATI make a written claim for indemnification against either of the Stockholders within the applicable survival period, then each of the Stockholders agrees to indemnify ATI from and against the entirety of any losses, damages, expenses or fees, including reasonable attorneys' fees (the "Losses") ATI may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, in the nature of, or caused by the breach (or the alleged breach).

(c) Indemnification Provisions for Benefit of the Seller. In the event ATI breaches any of its representations, warranties, and covenants contained herein, and, if

there is an applicable survival period pursuant to Section 4(a) above, provided that the Stockholders make a written claim for indemnification against ATI within such survival period, then ATI agrees to indemnify the Stockholders from and against the entirety of any Losses the Stockholders may suffer through and after the date of the claim for indemnification resulting from, arising out of, relating to, in the nature of, or caused by the breach (or the alleged breach).

5. MISCELLANEOUS.

(a) Severability. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

(b) Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(c) Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together will constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.


(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

(e) Governing Law. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the internal laws of the State of Florida without regard to choice of law considerations.


SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have executed this Agreement on
as of the date first above written.


ATLANTIC TITLE, INC.

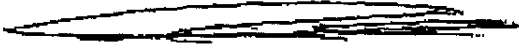

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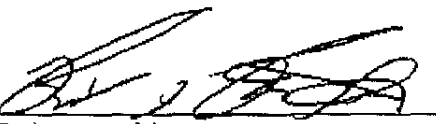
COASTAL LAND TITLE COMPANY

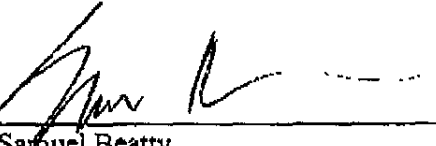

By:

STOCKHOLDERS:


Charles H. Burns


Pasquale G. Zarro


Robert Berthiaume


Samuel Beatty