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MERGER OR SHARE EXCHANGE

HomeGuard Title & Trust, LLC

Certificate of Status	0
Certified Copy	1
Page Count	13
Estimated Charge	\$166.25

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EXAMINER?

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**CERTIFICATE OF MERGER
OF
HOMEGUARD TITLE & TRUST OF MANDARIN, LTD.
AND
HOMEGUARD TITLE & TRUST OF ORANGE PARK, LTD.
WITH AND INTO
HOMEGUARD TITLE & TRUST OF JACKSONVILLE, LLC**

HomeGuard Title & Trust of Jacksonville, LLC, a Florida limited liability company ("HomeGuard Jacksonville"), pursuant to Section 608.4382 of the Florida Limited Liability Company Act (the "LLC Act"), and Section 620.2108(3) of the Florida Revised Uniform Limited Partnership Act of 2005 (the "Partnership Act") hereby delivers this Certificate of Merger (this "Certificate") to the Secretary of State of the State of Florida for filing. For purposes of complying with the applicable terms and conditions contained in the LLC Act and the Partnership Act with respect to the merger of HomeGuard Title & Trust of Mandarin, Ltd., a Florida limited partnership ("HomeGuard Mandarin"), and HomeGuard Title & Trust of Orange Park, Ltd., a Florida limited partnership ("HomeGuard Orange Park"), with and into HomeGuard Jacksonville (the "Merger"), HomeGuard Jacksonville has caused its duly authorized officers to execute and deliver this Certificate of Merger, and certify, state and acknowledge, under penalty of perjury, the following:

ARTICLE I

**NAMES, PRINCIPAL ADDRESSES AND
JURISDICTIONS OF THE CONSTITUENT COMPANIES**

The name, principal address and jurisdiction of each of the constituent companies involved in the Merger are as follows:

<u>Name and Principal Address</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
HomeGuard Title & Trust of Jacksonville, LLC One Independent Drive, Suite 1200 Jacksonville, Florida 32202	Florida	Limited Liability Company L04-69019
HomeGuard Title & Trust of Mandarin, Ltd. 12646 San Jose Boulevard, Suite 105 Jacksonville, Florida 32223	Florida	Limited Partnership A96-20A7
HomeGuard Title & Trust of Orange Park, Ltd. 1008 Park Avenue, Suite 120 Orange Park, Florida 32073	Florida	Limited Partnership A00000000-913

ARTICLE II

SURVIVING LIMITED LIABILITY COMPANY; NAME OF SURVIVING COMPANY

HomeGuard Jacksonville is the sole surviving company in the Merger. Effective as of the Effective Time, HomeGuard Jacksonville's name shall become HomeGuard Title & Trust, LLC.

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ARTICLE III**AGREEMENT AND PLAN OF MERGER**

Each of HomeGuard Mandarin and HomeGuard Orange Park adopted, approved, authorized confirmed and ratified that certain Agreement and Plan of Merger, dated December 19, 2007, a copy of which is attached hereto as Exhibit A (the "Merger Agreement"), in accordance with the applicable terms and conditions contained in the Partnership Act. HomeGuard Jacksonville adopted, approved, authorized, confirmed and ratified the Merger Agreement in accordance with the applicable terms and conditions contained in the LLC Act.

ARTICLE IV**APPROVALS****4.1 HomeGuard Mandarin.**

Pursuant to the applicable terms and conditions contained in the LLC Act, HomeGuard Mandarin's general partner adopted, approved, authorized, confirmed and ratified the Merger and the Merger Agreement by Written Consent of the Sole General Partner in Lieu of a Special Meeting dated December 1, 2007. Pursuant to the applicable terms and conditions contained in the LLC Act, the HomeGuard Mandarin's limited partners adopted, approved, authorized, confirmed and ratified the Merger and the Merger Agreement at a special meeting of the limited partners on December 18, 2007.

4.2 HomeGuard Orange Park.

Pursuant to the applicable terms and conditions contained in the LLC Act, HomeGuard Orange Park's general partner adopted, approved, authorized, confirmed and ratified the Merger and the Merger Agreement by Written Consent of the Sole General Partner in Lieu of a Special Meeting dated December 1, 2007. Pursuant to the applicable terms and conditions contained in the LLC Act, the HomeGuard Orange Park's limited partners adopted, approved, authorized, confirmed and ratified the Merger and the Merger Agreement at a special meeting of the limited partners on December 19, 2007.

4.3 HomeGuard Jacksonville.

Pursuant to the applicable terms and conditions contained in the LLC Act, HomeGuard Jacksonville's manager adopted, approved, authorized, confirmed and ratified the Merger and the Merger Agreement by Written Consent of the Sole Manager in Lieu of a Special Meeting dated December 1, 2007. Pursuant to the applicable terms and conditions contained in the LLC Act, HomeGuard Jacksonville's members adopted, approved, authorized, confirmed and ratified the Merger and the Merger Agreement by Unanimous Written Consent of the Members in Lieu of a Special Meeting dated December 1, 2007.

ARTICLE V**ORGANIZATIONAL DOCUMENTS****5.1 Articles of Organization.**

HomeGuard Jacksonville's Articles of Organization (the "Articles of Organization"), as in effect immediately prior to the time the Merger becomes effective, shall remain in full force and effect from and

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after the Merger until such Articles of Organization are amended, supplemented and/or restated pursuant to the applicable terms and conditions contained in the LLC Act.

5.2 Amended and Restated Operating Agreement.

HomeGuard Jacksonville's Amended and Restated Operating Agreement (the "Operating Agreement"), as in effect immediately prior to the time the Merger becomes effective, shall remain in full force and effect from and after the Merger until such Operating Agreement is amended, supplemented and/or restated pursuant to the applicable terms and conditions contained in the LLC Act, the Articles of Organization and/or the Operating Agreement.

ARTICLE VI

COMPLIANCE WITH APPLICABLE LAWS

HomeGuard Mandarin, HomeGuard Orange Park and HomeGuard Jacksonville have taken all actions required by the LLC Act and the Partnership Act to adopt, approve, authorize confirm and ratify the Merger, the Merger Agreement and performance by each of HomeGuard Mandarin, HomeGuard Orange Park and HomeGuard Jacksonville of all of their respective rights and obligations under the Merger Agreement.

ARTICLE VII

EFFECTIVE DATE AND TIME

The Merger shall be effective as of 12:01 a.m., Eastern Time, on January 1, 2008 (the "Effective Time").

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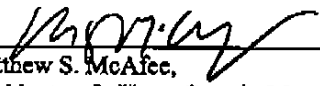
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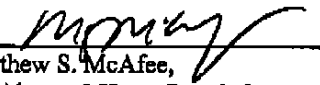
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IN WITNESS WHEREOF, the undersigned have caused this Certificate of Merger to be executed and delivered by its duly authorized representatives as of December 19, 2007.


**HOMEGUARD TITLE & TRUST OF
MANDARIN, LTD.**

By: 
Matthew S. McAfee,
President of HomeGuard Mandarin and
President of HomeGuard Jacksonville,
its sole general partner

**HOMEGUARD TITLE & TRUST OF
ORANGE PARK, LTD.**

By: 
Matthew S. McAfee,
President of HomeGuard Orange Park and
President of HomeGuard Jacksonville,
its sole general partner

**HOMEGUARD TITLE & TRUST OF
JACKSONVILLE, LLC**

By: 
Matthew S. McAfee, President

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EXHIBIT A

Agreement and Plan of Merger

See attached.

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AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of December 19, 2007, is by and among HomeGuard Title & Trust of Mandarin, Ltd., a Florida limited partnership ("HomeGuard Mandarin"), HomeGuard Title & Trust of Orange Park, Ltd., a Florida limited partnership ("HomeGuard Orange Park"), and HomeGuard Title & Trust of Jacksonville, LLC, a Florida limited liability company ("HomeGuard Jacksonville"). HomeGuard Mandarin and HomeGuard Orange Park shall be collectively referred to herein as the "Terminating Companies."

RECITALS

A. The Terminating Companies desire to merge with and into HomeGuard Jacksonville (the "Merger").

B. Section 620.2106 of the Florida Revised Uniform Limited Partnership Act of 2005 (the "Partnership Act") and Section 608.438 of the Florida Limited Liability Company Act (the "LLC Act") allow limited partnerships to merge with and into a limited liability company if all parties to the merger comply with terms and conditions contained in the Partnership Act and the LLC Act, as applicable.

C. In accordance with the applicable terms and conditions contained in the Partnership Act, (i) HomeGuard Mandarin's sole general partner adopted, approved, authorized, confirmed and ratified the Merger and this Agreement by Written Consent of the Sole General Partner in Lieu of a Special Meeting dated December 1, 2007, and (ii) HomeGuard Mandarin's limited partners adopted, approved, authorized, confirmed and ratified the Merger and this Agreement at a special meeting of the limited partners on December 18, 2007.

D. In accordance with the applicable terms and conditions contained in the Partnership Act, (i) HomeGuard Orange Park's sole general partner adopted, approved, authorized, confirmed and ratified the Merger and this Agreement by Written Consent of the Sole General Partner in Lieu of a Special Meeting dated December 1, 2007, and (ii) HomeGuard Orange Park's limited partners adopted, approved, authorized, confirmed and ratified the Merger and this Agreement at a special meeting of the limited partners on December 19, 2007.

E. In accordance with the applicable terms and conditions contained in the LLC Act, (i) HomeGuard Jacksonville's manager adopted, approved, authorized, confirmed and ratified the Merger and this Agreement by Written Consent of the Sole Managers in Lieu of a Special Meeting dated December 1, 2007, and (ii) HomeGuard Jacksonville's members adopted, approved, authorized, confirmed and ratified the Merger and this Agreement by Unanimous Written Consent of the Managers in Lieu of a Special Meeting dated December 1, 2007.

AGREEMENT

ACCORDINGLY, in consideration of the mutual benefits to be derived from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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ARTICLE I**GENERAL****1.1 The Merger.**

Upon the terms and conditions contained in this Agreement, and in accordance with the applicable terms and conditions contained in the LLC Act and the Partnership Act, the Terminating Companies shall be merged with and into HomeGuard Jacksonville at the Effective Time (as defined in Section 1.2). As a result of the Merger, the separate existences of the Terminating Companies shall cease and HomeGuard Jacksonville shall continue as the surviving company of the Merger.

1.2 Effective Time of the Merger.

The Merger shall be effective as of 12:01 a.m., Eastern Time, on January 1, 2008 (the "Effective Time").

1.3 Effect of the Merger.

Except as provided elsewhere in this Agreement, the Terminating Companies and HomeGuard Jacksonville shall be affected by the Merger in the manner provided by the applicable terms and conditions contained in the LLC Act and the Partnership Act.

1.4 Charter Documents of HomeGuard Jacksonville.

(a) Articles of Organization. HomeGuard Jacksonville's Articles of Organization (the "Articles of Organization"), as in effect immediately prior to the Effective Time, shall remain in full force and effect from and after the Effective Time until such Articles of Organization are amended, supplemented and/or restated pursuant to the applicable terms and conditions contained in the LLC Act.

(b) Amended and Restated Operating Agreement. HomeGuard Jacksonville's Amended and Restated Operating Agreement (the "Operating Agreement"), as in effect immediately prior to the Effective Time, shall remain in full force and effect from and after the Effective Time until such Operating Agreement is amended, supplemented and/or restated pursuant to the applicable terms and conditions contained in the LLC Act, the Articles of Organization and/or the Operating Agreement.

1.5 Management of HomeGuard Jacksonville.

(a) Managers. HomeGuard Jacksonville's managers in office immediately prior to the Effective Time shall remain HomeGuard Jacksonville's managers from and after the Effective Time until such managers' successors are duly elected or appointed and qualified pursuant to the applicable terms and conditions contained in the Articles of Organization and the Operating Agreement, or until the earlier of such managers' respective deaths, resignations or removals.

(b) Officers. HomeGuard Jacksonville's officers in office immediately prior to the Effective Time shall remain HomeGuard Jacksonville's officers from and after the Effective Time until such officers' successors are duly elected or appointed and qualified pursuant to the applicable terms and conditions contained in the Operating Agreement, or until the earlier of such officers' respective deaths, resignations or removals.

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1.6 Taking of Necessary Action; Further Assurances.

Prior to the Effective Time, the parties hereto shall take, or cause to be taken, all such actions as may be necessary or appropriate in order to effectuate the Merger pursuant to the terms and conditions contained in this Agreement.

ARTICLE II**EFFECT OF MERGER ON SECURITIES****2.1 The Terminating Companies' Partnership Units.**

(a) General Partnership Units of HomeGuard Mandarin. At the Effective Time, by virtue of the Merger and without further action on the part of HomeGuard Mandarin or HomeGuard Jacksonville, all of HomeGuard Mandarin's issued and outstanding general partnership units automatically shall be (i) converted into Class B membership units of HomeGuard Jacksonville (each, a "Class B Unit") such that each general partnership unit of HomeGuard Mandarin shall be converted into 6.8 Class B Units, and (ii) issued to the members of HomeGuard Mandarin's general partner.

(b) General Partnership Units of HomeGuard Orange Park. At the Effective Time, by virtue of the Merger and without further action on the part of HomeGuard Orange Park or HomeGuard Jacksonville, all of HomeGuard Orange Park's issued and outstanding general partnership units automatically shall be (i) converted into Class B Units such that each general partnership unit of HomeGuard Orange Park shall be converted into 7.9 Class B Units, and (ii) issued to the members of HomeGuard Orange Park's general partner.

(c) Limited Partnership Units of HomeGuard Mandarin. At the Effective Time, by virtue of the Merger and without further action on the part of HomeGuard Mandarin or HomeGuard Jacksonville, all of HomeGuard Mandarin's issued and outstanding limited partnership units not subject to appraisal proceedings automatically shall be converted such that each limited partnership unit of HomeGuard Mandarin shall be converted into 6.8 Class B Units.

(d) Limited Partnership Units of HomeGuard Orange Park. At the Effective Time, by virtue of the Merger and without further action on the part of HomeGuard Orange Park or HomeGuard Jacksonville, all of HomeGuard Orange Park's issued and outstanding limited partnership units not subject to appraisal proceedings automatically shall be converted into Class B Units such that each limited partnership unit of HomeGuard Orange Park shall be converted into 7.9 Class B Units.

2.2 The Terminating Companies' Other Securities.

(a) HomeGuard Mandarin. At the Effective Time, by virtue of the Merger and without any further action on the part of HomeGuard Mandarin or HomeGuard Jacksonville, any and all options, warrants and other securities exercisable or exchangeable for, or convertible into, HomeGuard Mandarin's partnership interests or other securities of HomeGuard Mandarin shall be canceled without any conversion thereof and no payment or distribution shall be made with respect thereto.

(b) HomeGuard Orange Park. At the Effective Time, by virtue of the Merger and without any further action on the part of HomeGuard Orange Park or HomeGuard Jacksonville, any and all options, warrants and other securities exercisable or exchangeable for, or convertible into, HomeGuard Orange Park's partnership interests or other securities of HomeGuard Orange Park shall be canceled without any conversion thereof and no payment or distribution shall be made with respect thereto.

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2.3 HomeGuard Jacksonville's Membership Units.

HomeGuard Jacksonville's issued and outstanding membership units shall not be affected or changed by the Merger.

2.4 HomeGuard Jacksonville's Other Securities.

HomeGuard Jacksonville's options, warrants and other securities exercisable or exchangeable for, or convertible into, HomeGuard Jacksonville's membership units or other securities of HomeGuard Jacksonville shall not be affected or changed by the Merger

ARTICLE III**APPROVAL OF AGREEMENT; FILING OF DOCUMENTS****3.1 Approval.**

(a) HomeGuard Mandarin. Pursuant to the applicable terms and conditions contained in the Partnership Act, HomeGuard Mandarin's sole general partner adopted, approved, authorized, confirmed and ratified the Merger and this Agreement by Written Consent of the Sole General Partner in Lieu of a Special Meeting dated December 1, 2007. Pursuant to the applicable terms and conditions contained in the Partnership Act, HomeGuard Mandarin's limited partners adopted, approved, authorized, confirmed and ratified the Merger and this Agreement at a special meeting of the partners on December 18, 2007.

(b) HomeGuard Orange Park. Pursuant to the applicable terms and conditions contained in the Partnership Act, HomeGuard Orange Park's sole general partner adopted, approved, authorized, confirmed and ratified the Merger and this Agreement by Written Consent of the Sole General Partner in Lieu of a Special Meeting dated December 1, 2007. Pursuant to the applicable terms and conditions contained in the Partnership Act, HomeGuard Orange Park's limited partners adopted, approved, authorized, confirmed and ratified the Merger and this Agreement at a special meeting of the partners on December 19, 2007.

(c) HomeGuard Jacksonville. Pursuant to the applicable terms and conditions contained in the LLC Act, HomeGuard Jacksonville's manager adopted, approved, authorized, confirmed and ratified the Merger and this Agreement by Written Consent of the Sole Managers in Lieu of a Special Meeting dated December 1, 2007. Pursuant to the applicable terms and conditions contained in the LLC Act, HomeGuard Jacksonville's members adopted, approved, authorized, confirmed and ratified the Merger and this Agreement by Unanimous Written Consent of the Members in Lieu of a Special Meeting dated December 1, 2007.

3.2 Filing of the Certificate of Merger.

As soon as practicable and pursuant to the applicable terms and conditions contained in the LLC Act and the Partnership Act, (i) each of the Terminating Companies shall execute the Certificate of Merger, in the form attached hereto as Exhibit A (the "Certificate"), (ii) HomeGuard Jacksonville shall execute the Certificate, and (iii) HomeGuard Jacksonville shall cause the Certificate to be delivered to and filed with the Department of State of the State of Florida.

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ARTICLE IV
MISCELLANEOUS

4.1 Interpretation and Construction.

The use in this Agreement of the word "including" means "including, without limitation." The words "herein," "hereof," "hereunder," "hereby," "hereto," and other words of similar import refer to this Agreement as a whole, including the Certificate, as the same may from time to time be amended, modified, supplemented or restated, and not to any particular article, section, subsection, paragraph, subparagraph or clause contained in this Agreement or the Certificate. All references to articles, sections, subsections, paragraphs, subparagraphs and clauses mean the articles, sections, subsections, paragraphs, subparagraphs and clauses of this Agreement and the Certificate, except where otherwise stated. The title of and the article, section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or conditions contained in this Agreement. Where specific language is used to clarify by example a general statement contained in this Agreement, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement has been chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

4.2 Governing Law.

All questions concerning the construction, interpretation, validity and enforceability of this Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether in the State of Florida or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Florida to apply. In furtherance of the foregoing, the internal laws of the State of Florida shall control the interpretation and construction of this Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction ordinarily would apply.

4.3 Remedies.

Each of the parties hereto shall have and retain all rights and remedies existing in its favor under this Agreement, at law or in equity, including rights to bring actions for specific performance, injunctive and other equitable relief (including the remedy of rescission) to enforce or prevent a breach or violation of any provision of this Agreement, and all such rights and remedies shall, to the extent permitted by applicable law, be cumulative and a party's pursuit of any such right or remedy shall not preclude such party from exercising or pursuing any other available right or remedy.

4.4 Notices.

All notices or other communications pursuant to this Agreement shall be in writing and shall be deemed to be sufficient if delivered personally, telecopied, sent by nationally-recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

- (a) if to HomeGuard Mandarin, to:

HomeGuard Title & Trust of Mandarin, Ltd.
One Independent Drive, Suite 1200

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Jacksonville, Florida 32202
Facsimile No.: (904) 301-1279

- (b) if to HomeGuard Orange Park, to:

HomeGuard Title & Trust of Orange Park, Ltd.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Facsimile No.: (904) 301-1279

- (c) if to HomeGuard Jacksonville, to:

HomeGuard Title & Trust of Jacksonville, LLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Facsimile No.: (904) 301-1279

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All such notices and other communications shall be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by telecopy, on the date of such delivery (if sent on a business day, or if sent on other than a business day, on the next business day after the date sent), (iii) in the case of delivery by nationally-recognized, overnight courier, on the business day following dispatch, and (iv) in the case of mailing, on the third business day following such mailing.

4.5 Benefits of Agreement; Assignment.

All of the terms and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Anything contained in this Agreement to the contrary notwithstanding, this Agreement shall not be assignable by any party hereto without the express prior written consent of the other parties hereto. Any attempted assignment in violation of this Section 4.5 shall be void *ab initio*.

4.6 No Third Party Beneficiaries.

Except as expressly provided in this Agreement, this Agreement shall not confer any rights or remedies upon any individual or entity other than the parties hereto and their respective successors and permitted assigns.

4.7 Amendments.

This Agreement shall not be altered, modified, supplemented or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto.

4.8 Entire Agreement.

This Agreement and the other agreements and documents referenced herein (including the Certificate) contain all of the agreements among the parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements or understandings among the parties with respect to the subject matter of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed and delivered by their respective duly authorized officers as of the date first written above.

**HOMEGUARD TITLE & TRUST OF
MANDARIN, LTD.**

By: _____
Matthew S. McAfee, President

**HOMEGUARD TITLE & TRUST OF
ORANGE PARK, LTD.**

By: _____
Matthew S. McAfee, President

**HOMEGUARD TITLE & TRUST OF
JACKSONVILLE, LLC**

By: _____
Matthew S. McAfee, President

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EXHIBIT A

Certificate of Merger

See attached.

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