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Florida Department of State  
Division of Corporations  
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To:

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE**

**FIRST AMERICAN TITLE COMPANY OF THE SOUTHEAST & MID-**

Certificate of Status	0
Certified Copy	0
Page Count	13
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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*On 12/21*

**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
Chelsea Title Agency of Alabama, L.L.C.	Alabama	LLC
Universal Title, LLC	Maryland	LLC

**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 OF THE SOUTHEAST & MID-ATLANTIC, LLC	Florida	LLC

**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.

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**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:

January 1, 2008

**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:

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

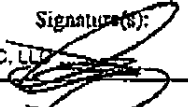


a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
FIRST AMERICAN TITLE COMPANY OF THE SOUTHEAST & MID-ATLANTIC, LLC		Thomas Wawersich
Chelsea Title Agency of Alabama, L.L.C.		Thomas Wawersich
Universal Title, LLC		Thomas Wawersich

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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:**

For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

**Certified Copy (optional):** \$30.00

## 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>
Chelsea Title Agency of Alabama, LLC	Alabama	LLC
Universal Title, LLC	Maryland	LLC

**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 OF THE SOUTHEAST & MID-ATLANTIC, LLC	Florida	LLC

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

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

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 TALLAHASSEE, FLORIDA

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property is as follows:

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property is as follows:

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*(Attach additional sheet if necessary)*

**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

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*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

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*(Attach additional sheet if necessary)*

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated effective as of January 1, 2008, between First American Title Company of the Southeast & Mid-Atlantic, LLC, a Florida limited liability company ("Florida"), Chelsea Title Agency of Alabama, L.L.C., an Alabama limited liability company ("Chelsea") and Universal Title, LLC, a Maryland limited liability company ("Universal") (Chelsea, and Universal may hereinafter singularly be referred to as "Target" and collectively as "Targets"), Florida and Targets being sometimes referred to herein as the "Constituent Entities."

WHEREAS, the managers and members of each Constituent Entity deems it advisable for the general welfare of its Constituent Entity and its members, that the Constituent Entities merge into a single limited liability company pursuant to this Agreement and the applicable laws of the States of Florida, Alabama and Maryland; and

NOW, THEREFORE, the Constituent Entities agree that each Target shall be merged with and into Florida as the surviving limited liability company in accordance with the applicable laws of the States of Florida, Alabama and Maryland, that the name of the surviving limited liability company 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") at 12:01 a.m. on January 1, 2008.

### Section 2. Governing Law

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

### Section 3. Articles of Organization

The Articles of Organization of Florida shall be the Articles of Organization of the Surviving Entity from and after the Effective Date, subject to the right of the Surviving Entity to amend its Articles of Organization in accordance with the laws of the State of Florida.

### Section 4. Cancellation of Membership Interests

4.1 **Cancellation.** All of the issued membership interests in each Target are owned by certain wholly owned entities within the consolidated group of which Florida and Targets are members. Therefore, the mode of carrying the merger into effect and the manner and basis of canceling the membership interests of each Target are as follows:

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(1) Each membership interest in each Target ("Target Interest") 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 membership interests in Florida shall be issued therefore.

(2) Each membership interest in Florida which is issued and outstanding 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 membership interests in Florida.

4.2 **Surrender of Certificates.** As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing any Target Interest 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 managers, officers and board of directors of the Surviving Entity shall be the managers, officers and board of directors of Florida in office on the Effective Date. The elected directors or officers of the Surviving Entity, if any, who shall continue in office at the pleasure of the managers of the Surviving Entity, shall be the elected directors and officers of Florida on the Effective Date.

#### **Section 6. Effect of the Merger**

On the Effective Date, the separate existence of each Target shall cease (except insofar as continued by statute), and they shall be merged with and into the Surviving Entity. All the property, real, personal, and mixed, of each of the Constituent Entities, and all debts due to either of them, shall be transferred to and vested in the Surviving Entity, without further act or deed. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations, of each of the Constituent Entities, and any claim or judgment against either of the Constituent Entities may be enforced against the Surviving Entity.

#### **Section 7. Approval of Members and Managers**

This Agreement shall be submitted to the members and Managers of the Constituent Entities as provided by the applicable laws of the States of Florida, Alabama and Maryland at meetings called for that purpose or approved by unanimous written consents of such managers and members. 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 the membership interests issued and outstanding and entitled to vote.

#### **Section 8. Representations and Warranties of Each Target**

Each Target severally, and not jointly, represents and warrants that:

**8.1 Organization and Good Standing.** Target is a limited liability company 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 entity in each jurisdiction, if any, in which its property or business requires such qualification.

**8.2 Capitalization.** Target's issued and outstanding membership interests, are fully paid and nonassessable. There are no options, warrants, or rights outstanding to purchase membership interests of Target Interests 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 members.

#### **Section 9. Representations and Warranties of Florida**

Florida represents and warrants that:

**9.1 Organization and Good Standing.** Florida is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida and is qualified to do business as a limited liability company 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 members.

#### **Section 10. Conditions Precedent to Obligation of Each Target**

Each 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 Member Approval.** This Agreement shall have been adopted by the necessary vote of holders of the membership interests of the Constituent Entities as set forth in Section 7 hereof.

#### **Section 11. Conditions Precedent to Obligation of Florida**

Florida's obligation to consummate this merger shall be subject to fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by Florida.

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

**11.2 Member Approval.** This Agreement shall have been adopted by the necessary vote of holders of the membership interests of the Constituent Entities as set forth in Section 7 hereof.

#### **Section 12. Nonsurvival of Representations and Warranties**

The representations and warranties set out in Section 8 and 9 hereof shall not survive the Effective Date, and neither party hereto shall have any claim thereafter against the other party with respect hereto.

#### **Section 13. General Provisions**

**13.1 Further Assurances.** At any time, and from time, after the Effective Date, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purpose of this Agreement.

**13.2 Waiver.** Any failure on the part of either party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

**13.3 Brokers.** Each party represents to the other party that no broker or finder has acted for it in connection with this Agreement and agrees to indemnify and hold harmless the other party against any fee, loss, or expense arising out of claims by brokers or finders employed or alleged to have been employed by it.

**13.4 Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered in person or set by prepaid first-class registered or certified mail, return receipt requested, as follows:

If to any Target: [Name of Target]

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TALLAHASSEE, FLORIDA

1 First American Way  
Santa Ana, CA 92707

If to Florida: First American Title Company  
of the Southeast & Mid-Atlantic, LLC  
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 members 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 January 1, 2008.

**"Florida"**

**First American Title Company  
of the Southeast & Mid-Atlantic, LLC,  
a Florida limited liability company**

By:   
Thomas R. Wawersich, Manager

**"Chelsea"**

**Chelsea Title Agency of Alabama, L.L.C.,  
an Alabama limited liability company**

By:   
Thomas R. Wawersich, Manager

**"Universal"**

**Universal Title, LLC,  
a Maryland limited liability company**

By:   
Thomas R. Wawersich, Manager