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EFFECTIVE DATE 12 31 PM 2: 28



ACCOUNT NO. : I2000000195

REFERENCE : 033372

7286385

AUTHORIZATION :

COST LIMIT :

ORDER DATE: December 20, 2011

ORDER TIME : 9:32 AM

ORDER NO. : 033372-095

CUSTOMER NO: 7286385

EFFECTIVE DATE_

ARTICLES OF MERGER

OMEGA INSURANCE SERVICES, INC.

INTO

CORELOGIC SOLUTIONS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

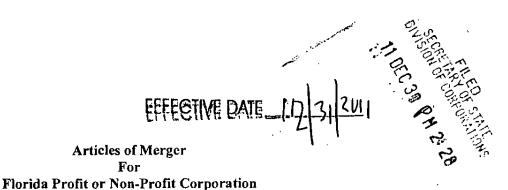
CERTIFIED COPY

PLAIN STAMPED COPY

NOTE: EFFECTIVE DATE OF 12/31/2011

CONTACT PERSON: Becky Peirce

EXAMINER'S INITIALS:



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 <u>merging</u> party are as follows:

Name	<u>Jurisdiction</u>	Form/Entity Type
Omega Insurance Services, I	nc. Florida	Corporation
	202121	
Palm	W73362	
SECOND: The exact name, for as follows:	m/entity type, and jurisdi	ction of the <u>surviving</u> party are
Name	<u>Jurisdiction</u>	Form/Entity Type
Corel ogic Solutions LLC	California	HC

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.		
<u>FIFTH:</u> 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:		
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:		
4 First American Way		
Santa Ana, CA 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:

CoreLogic Solutions, LLC

Stergios Theologides

Omega Insurance Services, Inc.

Stergios Theologides

Corporations:

Chairman, Vice Chairman, President or Officer

General Partnerships:

(If no directors selected, signature of incorporator.)
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

Certified Copy (optional):

\$8.75

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated effective as of December 31, 2011, by and between CoreLogic Solutions, LLC, a California limited liability company ("CLS") and Omega Insurance Services, Inc., a Florida corporation ("Target"), CLS and Target being sometimes referred to herein as the "Constituent Entities."

WHEREAS, the members, directors and shareholders, of each Constituent Entity deems it advisable for the general welfare of its Constituent Entity and its members, 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 CLS 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 CLS (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 members 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") on which the Certificate of Merger shall be filed with the Florida and California Secretary of State, shall be 11:59:00 p.m. Eastern Standard Time on December 31, 2011.

Section 2. Governing Law

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

Section 3. Articles of Organization

The certificate of formation of CLS shall be the certificate of formation of the Surviving Entity from and after the Effective Date, subject to the right of the Surviving Entity to amend its certificate of formation 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 are 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 CLS shall be issued therefore.
- (2) Each certificate evidencing ownership of membership interests of CLS issued and outstanding on the Effective Date or held by CLS in its treasury shall continue to evidence ownership of the same number of membership interests of CLS.
- 4.2 **Exchange of Certificates.** As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing Target Interests shall surrender the same to the Secretary of CLS ("Exchange Agent").

Section 5. Management and Officers

Until the election and qualification of their successors, the managers, if any, and officers of the Surviving Entity shall be the managers and officers of CLS in office on the Effective Date. The elected managers, if any, and officers of the Surviving Entity who shall continue in office at the pleasure of the members of the Surviving Entity, shall be the elected managers, if any, and officers of CLS 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 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 Members, Shareholders and Directors

This Agreement shall be submitted to the members, 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 members, 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 CLS, the affirmative vote of the holders of at least a majority of the membership interests 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 an entity 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 purchase 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 CLS

CLS represents and warrants that:

- 10.1 **Organization and Good Standing.** CLS is a limited liability company 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 CLS is subject.
- 10.3 **Authorization**. Execution of this Agreement has been duly authorized and approved by CLS's members.

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 **CLS's Covenants**. CLS shall have performed all covenants required by this Agreement to be performed by it on or before the Effective Date.
- 11.2 **Member/Shareholder/Director Approval**. This Agreement shall have been adopted by the necessary vote of the members, directors and shareholders of the Constituent Entities as set forth in Section 8 hereof.

Section 12. Conditions Precedent to Obligation of CLS

CLS'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 CLS.

- 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.
- 12.2 **Member/Shareholder/Director Approval**. This Agreement shall have been adopted by the necessary vote of the members, 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:

Omega Insurance Services, Inc.

4 First American Way Santa Ana, CA 92707

If to CLS:

CoreLogic Solutions, LLC 4 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.

IN WITNESS WHEREOF, the parties to this Agreement pursuant to the approval and authority duly given by resolutions adopted by their respective members 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.

"CLS"

CoreLogic Solutions, LLC, a California limited liability company

By: CoreLogic, Inc.

a Carifornia corporation, its sole member

By:

Stergies Theologides, Senior Vice President

By:

Corinna Cherian, Assistant Secretary

"Target"

Omega Insurance Services, Inc., a Florida corporation

By:

Stergios Theologides, Serior Vice President

By:

Corinna Cherian, Assistant Secretary