

**CAPITAL CONNECTION, INC.**

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

First American Real Estate  
Information Services, Inc

*Merger*

VS DEC 24 1998

Signature \_\_\_\_\_

Requested by: *cei*

Name \_\_\_\_\_

Date *12/24*

Time *8:38*

Walk-In \_\_\_\_\_

Will Pick Up \_\_\_\_\_

P00315

FILED  
98 DEC 24 PM 1:31  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

600002721646--8  
-12/24/98-01020--005  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

\_\_\_\_ Art of Inc. File \_\_\_\_\_  
\_\_\_\_ LTD Partnership File \_\_\_\_\_  
\_\_\_\_ Foreign Corp. File \_\_\_\_\_  
\_\_\_\_ L.C. File \_\_\_\_\_  
\_\_\_\_ Fictitious Name File \_\_\_\_\_  
\_\_\_\_ Trade/Service Mark \_\_\_\_\_  
✓ \_\_\_\_ Merger File \_\_\_\_\_  
\_\_\_\_ Art. of Amend. File \_\_\_\_\_  
\_\_\_\_ RA Resignation \_\_\_\_\_  
\_\_\_\_ Dissolution / Withdrawal \_\_\_\_\_  
\_\_\_\_ Annual Report / Reinstatement \_\_\_\_\_  
✓ \_\_\_\_ Cert. Copy \_\_\_\_\_  
\_\_\_\_ Photo Copy \_\_\_\_\_  
\_\_\_\_ Certificate of Good Standing \_\_\_\_\_  
\_\_\_\_ Certificate of Status \_\_\_\_\_  
\_\_\_\_ Certificate of Fictitious Name \_\_\_\_\_  
\_\_\_\_ Corp Record Search \_\_\_\_\_  
\_\_\_\_ Officer Search \_\_\_\_\_  
\_\_\_\_ Fictitious Search \_\_\_\_\_  
\_\_\_\_ Fictitious Owner Search \_\_\_\_\_  
\_\_\_\_ Vehicle Search \_\_\_\_\_  
\_\_\_\_ Driving Record \_\_\_\_\_  
\_\_\_\_ UCC I or 3 File \_\_\_\_\_  
\_\_\_\_ UCC II Search \_\_\_\_\_  
\_\_\_\_ UCC II Retrieval \_\_\_\_\_  
\_\_\_\_ Courier \_\_\_\_\_

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

FIRST AMERICAN LOSS MITIGATION SERVICES, INC., a Florida corporation,  
P97000074775

into

**FIRST AMERICAN REAL ESTATE INFORMATION SERVICES, INC.,** a  
California corporation P00315

File date: December 24, 1998

Corporate Specialist: Velma Shepard

## ARTICLES OF MERGER

The following articles of merger, are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

**FIRST:** The exact name of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation is:

Name

Jurisdiction

First American Real Estate  
Information Services, Inc.

California

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TALLAHASSEE, FLORIDA

**SECOND:** The exact name and jurisdiction of each subsidiary corporation is:

Name

Jurisdiction

First American Loss  
Mitigation Services, Inc.

Florida

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

### Section 1. Effective Date

The effect and effective date of the merger provided for in this Agreement are as prescribed by law.

### Section 2. Governing Law

The parent corporation shall be governed by the laws of the State of California.

### Section 3. Articles of Incorporation

The Articles of Incorporation of the parent corporation shall be the Articles of Incorporation of the parent corporation from and after the Effective Date, subject to the right of the parent corporation to amend its Articles of Incorporation in accordance with the laws of the State of California.

#### **Section 4. Bylaws**

The Bylaws of the parent corporation shall be the Bylaws of the parent corporation as in effect on the date of this Agreement.

#### **Section 5. Cancellation of Shares**

The outstanding shares of the subsidiary corporation shall be canceled and no shares of the parent corporation shall be issued in exchange therefor.

#### **Section 6. Board of Directors and Officers**

Until the election and qualification of their successors, the members of the board of directors of the parent corporation shall be the board of directors of the parent corporation in office on the Effective Date. The elected officers of the parent corporation, who shall continue in office at the pleasure of the board of directors of the parent corporation, shall be the elected officers of the parent corporation on the Effective Date.

#### **Section 7. Effect of the Merger**

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

#### **Section 8. General Provisions**

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.

**FOURTH:**

A. The manner and basis of converting the shares of the subsidiary into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property is as follows:

The outstanding shares of the subsidiary shall be canceled and no shares of the parent shall be issued in exchange therefor.

**FIFTH:**

The Plan of Merger was adopted by the board of directors of the parent corporation on December 1, 1998 and shareholder approval was not required.

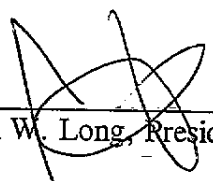
**SIXTH:**

The Plan of Merger was adopted by the board of directors of the subsidiary corporation on December 1, 1998 and shareholder approval was not required.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, we have made, subscribed and acknowledged this Plan of Merger effective as of this 1st day of December, 1998.

**FIRST AMERICAN REAL ESTATE  
INFORMATION SERVICES, INC.,  
a California corporation**

By:   
John W. Long, President

**FIRST AMERICAN LOSS MITIGATION  
SERVICES, INC.,  
a Florida corporation**

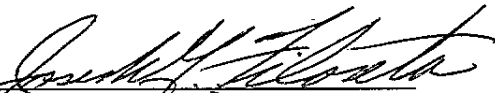
By: \_\_\_\_\_  
Joseph G. Filoseta, President

IN WITNESS WHEREOF, we have made, subscribed and acknowledged this Plan of Merger effective as of this 1st day of December, 1998.

**FIRST AMERICAN REAL ESTATE  
INFORMATION SERVICES, INC.,  
a California corporation**

By: \_\_\_\_\_  
John W. Long, President

**FIRST AMERICAN LOSS MITIGATION  
SERVICES, INC.,  
a Florida corporation**

By:   
Joseph G. Filoeta, President

## **AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER effective as of December 1, 1998, between First American Real Estate Information Services, Inc., a California corporation ("REIS"), Executive Reporting Services, Inc., a Hawaii corporation ("Hawaii"), Executive Reporting Services, Inc., an Idaho corporation ("Idaho"), Executive Reporting Services, Inc., an Oregon corporation ("Oregon"), Executive Reporting Services, Inc., a Utah corporation ("Utah"), Executive Reporting Services, Inc., a Washington corporation ("Washington"), SMT, Inc., a Colorado corporation ("SMT") and First American Loss Mitigation Services, Inc., a Florida corporation ("FALMS")(Hawaii, Idaho, Oregon, Utah, Washington, SMT and FALMS may hereinafter be referred to individually as "Subsidiary" and collectively as "Subsidiaries"), REIS and Subsidiaries being sometimes referred to herein singularly as the "Constituent Corporation" and collectively as the "Constituent Corporations."

WHEREAS, REIS is the sole shareholder of the Subsidiaries; and

WHEREAS, the board of directors of each Constituent Corporation deems it advisable for the general welfare of the Constituent Corporations and its shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement and the applicable laws of the States of California, Hawaii, Idaho, Oregon, Utah, Washington, Colorado and Florida; and

WHEREAS, the Constituent Corporations desire to adopt this Agreement as a plan of reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, the Constituent Corporations agree that Subsidiaries shall be merged with and into REIS as the surviving corporation in accordance with the applicable laws of the States of California, Hawaii, Idaho, Oregon, Utah, Washington, Colorado and Florida, that the name of the surviving corporation shall continue to be REIS (which in its capacity as surviving corporation is hereinafter called the "Surviving Corporation"), 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 effect and effective date of the merger provided for in this Agreement are as prescribed by law.

### **Section 2. Governing Law**

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



### **Section 3. Articles of Incorporation**

The Articles of Incorporation of REIS shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Date, subject to the right of the Surviving Corporation to amend its Articles of Incorporation in accordance with the laws of the State of California.

### **Section 4. Bylaws**

The Bylaws of the Surviving Corporation shall be the Bylaws of REIS as in effect on the date of this Agreement.

### **Section 5. Cancellation of Converting Shares**

The outstanding shares of the Subsidiaries shall be canceled and no shares of REIS shall be issued in exchange therefor.

### **Section 6. Board of Directors and Officers**

Until the election and qualification of their successors, the members of the board of directors of the Surviving Corporation shall be the board of directors of REIS in office on the Effective Date. The elected officers of the Surviving Corporation, who shall continue in office at the pleasure of the board of directors of the Surviving Corporation, shall be the elected officers of REIS on the Effective Date.

### **Section 7. Effect of the Merger**

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

### **Section 8. General Provisions**

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.

This Agreement may be executed in any number of counterparts and by facsimile, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

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IN WITNESS WHEREOF, the parties to this Agreement pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and shareholders have caused these presents to be executed by the President of each party hereto as the respective act, deed and agreement of each of said corporations effective on the date first set forth above.

FIRST AMERICAN REAL ESTATE  
INFORMATION SERVICES, INC.,  
a California corporation

By: \_\_\_\_\_  
John W. Long, President

EXECUTIVE REPORTING  
SERVICES, INC.,  
a Utah corporation

By: \_\_\_\_\_  
E. Kent Forrest, President

EXECUTIVE REPORTING  
SERVICES, INC.,  
a Hawaii corporation

By: \_\_\_\_\_  
E. Kent Forrest, President

EXECUTIVE REPORTING  
SERVICES, INC.,  
a Washington corporation

By: \_\_\_\_\_  
E. Kent Forrest, President

EXECUTIVE REPORTING  
SERVICES, INC.,  
an Idaho corporation

By: \_\_\_\_\_  
E. Kent Forrest, President

SMT, INC.,  
a Colorado corporation

By: \_\_\_\_\_  
Mark D. Rogers, President

EXECUTIVE REPORTING  
SERVICES, INC.,  
an Oregon corporation

By: \_\_\_\_\_  
E. Kent Forrest, President

FIRST AMERICAN LOSS  
MITIGATION SERVICES, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Joseph G. Filoseta, President