

P96000067412

Meredith Smurden

(Requestor's Name)

P.O. Box 10095

(Address)

Tallahassee FL

(Address)

(City/State/Zip/Phone #)



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Alliance Title of America

(Business Entity Name)

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2003 APR -8 AM 10:00  
TALLAHASSEE, FLORIDA

C. Coulliette APR U 8 2003

**APPROVED**

**APR 8 2003**

Doctored by QSM

**ARTICLES OF CORRECTION TO  
ARTICLES OF MERGER  
OF  
ST - FLA ACQUISITION COMPANY  
Into  
ALLIANCE TITLE OF AMERICA, INC.**

FILED  
2003 APR - 8 AM 10:00  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Florida Statute 607.0124, the following individual hereby executes the following Articles of Correction to Articles of Merger:

**FIRST:** On March 26, 2003, Articles of Merger of ST - FLA ACQUISITION COMPANY into ALLIANCE TITLE OF AMERICA, INC. (the "Articles of Merger") were filed with the Florida Secretary of State. Inadvertently, the Plan and Agreement of Merger attached to the Articles of Merger as Exhibit "A" was the incorrect Plan and Agreement of Merger to be filed as Exhibit "A".

**SECOND:** Attached hereto as Exhibit "A" is the correct Plan and Agreement of Merger to be attached as Exhibit "A" to the Articles of Merger.

**THIRD:** The effective date of the Articles of Merger shall remain March 26, 2003.

Signed this 4th day of April, 2003

ST - FLA ACQUISITION COMPANY.

By: 

Print Name: Harold Hickman

Title: President

ALLIANCE TITLE OF AMERICA, INC.

By: 

Print Name: BARRY F. FLAVIN

Title: PRESIDENT - CEO

**PLAN AND AGREEMENT OF MERGER  
FOR THE MERGER OF STFLA  
INTO  
ALLIANCE TITLE OF AMERICA, INC.  
UNDER THE NAME OF  
"ALLIANCE TITLE OF AMERICA, INC."**

**APPROVED**

**APR 9 2003**

**Dated and signed by** GBM

This Plan and Agreement of Merger (the "Agreement") is entered into as of this 25th day of March, 2003, by and between ST-FLA ACQUISITION COMPANY, a Florida corporation ("STFLA"), and ALLIANCE TITLE OF AMERICA, INC., a Florida corporation ("ALLIANCE"), sometimes referred to in this Agreement as the "Surviving Corporation." The parties to this Agreement are collectively referred to in this Agreement as the "Constituent Corporations."

WHEREAS, ALLIANCE is a corporation duly organized and existing under the laws of the State of Florida, with authorized capital stock of 8,550 Class A Common Shares, 420 Class B Common Shares, and 1030 Class C Preferred Shares, of which 2,455 Class A Common Shares, 420 Class B Common Shares and 560 Class C Preferred Shares are issued and outstanding on the date hereof;

WHEREAS, STFLA is a corporation duly organized and existing under the laws of the State of Florida, with authorized capital stock of 1,000 shares of common stock, \$1 par value, all of which are issued and outstanding;

WHEREAS, the Boards of Directors of ALLIANCE and STFLA and the shareholders of ALLIANCE have approved this Agreement and have directed that it be executed by their respective corporate officers.

NOW, THEREFORE, in consideration of the mutual covenants and promises set out below, the parties agree as follow:

**ARTICLE I  
Plan of Merger**

1.1 Merger. On the Effective Date, STFLA shall be merged into ALLIANCE to do business under, and be governed by, the laws of the State of Florida.

1.2 Name. The name of the Surviving Corporation shall be: ALLIANCE TITLE OF AMERICA, INC.

1.3 Capitalization. The number of authorized shares of the capital stock of the Surviving Corporation shall be 8,550 Class A Common Shares, 420 Class B Common Shares, and 1030 Class C Preferred Shares.

1.4 Restated Articles of Incorporation. The Restated Articles of Incorporation of ALLIANCE together with all subsequent amendments, as existing on the Effective Date, shall

continue in full force as the Articles of Incorporation of the Surviving Corporation until amended as provided in the Restated Articles of Incorporation or by law.

1.5 Bylaws. The Bylaws of ALLIANCE, as existing on the Effective Date, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended or repealed as provided in the bylaws or as provided by law.

1.6 Directors and Officers. On the Effective Date, the directors of ALLIANCE shall be the persons elected by the stockholders of the Surviving Corporation on such date, and they shall hold office until their successors have been elected and have qualified in accordance with law and the Bylaws of the Surviving Corporation. The officers of ALLIANCE on the Effective Date shall be the officers of the Surviving Corporation, and they shall hold office until the first meeting of the Board of Directors of the Surviving Corporation.

1.7 Property and Liabilities of Constituent Corporation. When this Agreement becomes effective, the existence of STFLA as a distinct entity shall cease. At that time, the Surviving Corporation shall succeed, without other transfer, to all the rights and property of STFLA, and the Surviving Corporation shall be subject to all the debts and liabilities of STFLA in the same manner as if the Surviving Corporation had itself incurred the debts and liabilities. All rights of creditors and all liens on the property of STFLA shall remain in force with respect to property affected by such liens immediately prior to the merger. The Surviving Corporation shall be responsible for the payment of all fees and franchise taxes relating to the Constituent Corporations and this transaction and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

1.8 Further Assurances. STFLA agrees that at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises and interests referred to in this Article 1 and otherwise carry out the intent and purposes hereof. The Constituent Corporations warrant to mutually arrange for and manage all necessary procedures under the requirements of federal and Florida laws and the related supervisory commissions to insure that this Plan and Agreement is properly processed and to comply with all federal and state registration requirements or to take full advantage of any lawful and applicable exemptions from registration.

1.9 Effective Date. The effective date of the merger (the "Effective Date") shall be the close of business on the day on which the filing of Articles of Merger and any other necessary or appropriate documents with the Secretary of the State of the State of Florida is completed.

**ARTICLE II**  
**Manner and Basis of Converting Stock**

2.1 Stock of ALLIANCE. All shares of stock of ALLIANCE of any class issued and outstanding immediately prior to the Effective Date (excluding shares held by ALLIANCE as treasury stock, if any, and shares of ALLIANCE then owned by STFLA, its parent company or any of their affiliates, all of which shares shall be continue to be held as treasury stock and/or continued to be owned by the respective shareholder thereof, as the case may be, on and after the Effective Date), shall upon the Effective Date, by virtue of the merger and without any action on the part of the holder thereof, be converted into the right to receive cash consideration as follows:

- i. Each Share of Class A stock of the Company shall be converted into the right to receive ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,600.00);
- ii. Each Share of Class B stock of the Company shall be converted into the right to receive ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,600.00); and,
- iii. Each Share of Class C stock of the Company shall be converted into the right to receive ONE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 DOLLARS (\$1,820.00).

2.2 Stock of STFLA. All issued and outstanding shares of common stock of STFLA shall be cancelled.

2.3 Capital Structure of Surviving Corporation After Merger. After the Effective Date, the Surviving Corporation shall have the following capital structure:

- i. 8,550 Class A Common Shares, of which 220 shares are currently owned by Stewart Title Guaranty Company, which shall continue to be issued and outstanding hereafter;
- ii. 420 Class B Common Shares, of which 20 shares are currently owned by Stewart Title Guaranty Company, which shall continue to be issued and outstanding hereafter; and,
- iii. 1030 Class C Preferred Shares, of which 230 shares are currently owned by Stewart Title Guaranty Company, which shall continue to be issued and outstanding hereafter.

As part of the Merger, 2,235 shares of Class A Common Stock, 400 shares of Class B Common Stock, and 330 shares of Class C Preferred Stock of ALLIANCE will be issued to Stewart Information Services Corporation, the parent company of STFLA.

### **ARTICLE III**

#### **Representations and Warranties**

3.1 Representations by ALLIANCE. As material inducement to STFLA to execute this Agreement and perform its obligations under this Agreement, ALLIANCE represents and warrants to STFLA as follows:

- i. ALLIANCE is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with corporate power and authority to own, lease and operate property and carry on its business as it is now being conducted. ALLIANCE is not required to be qualified as a foreign corporation to transact business in any other jurisdiction. A copy of the Articles of Incorporation and Bylaws of ALLIANCE, including all amendments effective as of the date of this Agreement, have been delivered to STFLA, and are complete and correct.
- ii. ALLIANCE has an authorized capitalization of 8,550 Class A Common Shares, 420 Class B Common Shares, and 1030 Class C Preferred Shares, of which 2,455 Class A Common Shares, 420 Class B Common Shares and 560 Class C Common Shares are issued and outstanding on the date hereof.

3.2 Representations by STFLA. As a material inducement to ALLIANCE to execute and perform its obligations under this Agreement, STFLA represents and warrants to ALLIANCE as follows:

- i. STFLA is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and to carry on business as it is now being conducted. STFLA is not required to be qualified as a foreign corporation to transact business in any other jurisdiction. A copy of the Articles of Incorporation and Bylaws of STFLA, including all amendments effective as of the date of this Agreement, have been delivered to ALLIANCE, and are complete and correct.
- ii. STFLA has an authorized capitalization of 1,000 shares of common stock, \$1.00 par value per share, all of which are validly issued, outstanding and fully paid as of the date of this Agreement.

### **ARTICLE IV**

#### **Termination**

This Plan of Merger shall terminate automatically if that certain Acquisition Agreement executed by and between the parties, dated March 25, 2003 is terminated as provided therein.

### **ARTICLE V**

#### **Miscellaneous**

5.1 Counterparts. This instrument may be executed in any number of counterparts; however, all counterparts taken together shall be deemed to constitute one original.

5.2 Choice of Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida.

5.3 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed, if to STFLA, at c/o Stewart Title Guaranty Company, 3401 West Cypress, Suite 202, Tampa, Florida 33607, to the attention of Mr. Harold Hickman; and if to ALLIANCE, at 3030 Rocky Point Drive West, Suite 400, Tampa, Florida 33607, Attn.: Mr. Barry Flavin, President, or at such other address as shall be furnished in writing by any party to the others, and shall be deemed to have been given as of the date so delivered or deposited in the United States Mail, as the case may be.

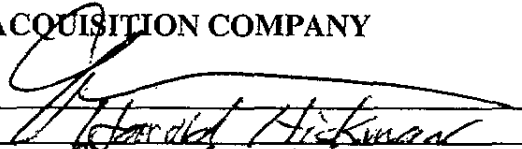
5.4 Expenses. Each of the parties shall bear all expenses incurred by them respectively in connection with this Agreement and in the consummation of the transactions contemplated hereby and in preparation thereof.

5.5 Invalidity. The invalidity, illegality or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

[Remainder of page intentionally left blank.  
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by the undersigned officers, in multiple originals, effective as of the date first above written.

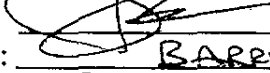
**ST-FLA ACQUISITION COMPANY**

By:   
Name: Harold Hickman  
Its: President

Attest:

\_\_\_\_\_

**ALLIANCE TITLE OF AMERICA, INC.**

By:   
Name: BARRY F. FLAVIN  
Its: PRESIDENT & CEO

Attest:

