

FILED EFFECTIVE

STATEMENT OF MERGER
(Profit Corporations)

2009 JUN 25 PM 2:16

SECRETARY OF STATE
STATE OF IDAHO

The following Statement of Merger is submitted in accordance with the Idaho Entity Transactions Act (3-18-205 of the Idaho Code)

First: The name, address, form of entity, and jurisdiction of the **surviving** corporation:

Stewart Title Company, a Texas corporation
1980 Post Oak Boulevard, Suite 800
Houston, TX 77056

The participation of the surviving corporation in this merger is authorized by the laws of the State of Texas.

Second: The name, address, form of entity, and jurisdiction of the **merging** corporation:

Stewart Title of Coeur D'Alene, Inc., an Idaho corporation
9196 W. Emerald #100
Boise, ID 83704

Third: The Plan of Merger calling for the merger of the merging corporation into the surviving corporation is attached.

Fourth: The merger shall become effective on July 1, 2009.

Fifth: Adoption of Merger by surviving corporation:

The Plan of Merger was adopted by the board of directors and the shareholders of the surviving corporation.

Sixth: Adoption of Merger by merging corporation:

The Plan of Merger was adopted by the board of directors and the shareholders of the merging corporation.

Seventh: SIGNATURES FOR EACH CORPORATION

Merging Entity

Stewart Title of Coeur D'Alene, Inc.

By: Lee Ann Fenske
Name: Lee Ann Fenske
Title: CEO

Surviving Entity

Stewart Title Company

By: Lee Ann Fenske
Name: Lee Ann Fenske
Title: Group Vice-President

IDAHO SECRETARY OF STATE
06/25/2009 05:00
CK: 33618 CT: 174878 DM: 1176386
1 @ 30.00 = 30.00 MERGER # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3

C183476

**PLAN AND AGREEMENT OF REORGANIZATION
BY MERGER OF**

STEWART TITLE OF COEUR D'ALENE, INC.

INTO

STEWART TITLE COMPANY

**UNDER THE NAME OF
"STEWART TITLE COMPANY"**

This is a Plan and Agreement of Merger (the "Agreement") between

STEWART TITLE OF COEUR D'ALENE, INC. an Idaho corporation ("ST-COEUR D'ALENE"), and

STEWART TITLE COMPANY, a Texas corporation ("STC", or sometimes also referred to in this Agreement as the "Surviving Entity").

The parties to this Agreement are collectively referred to in this Agreement as the "Constituent Entities."

WHEREAS, the Board of Directors of STC, and the Board of Directors of ST-COEUR D'ALENE have resolved that ST-COEUR D'ALENE be merged into STC; and,

WHEREAS, the Board of Directors of STC and the Board of Directors of ST-COEUR D'ALENE have approved this Agreement and have directed that it be submitted to the shareholders of each entity for their review and vote.

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 ST-COEUR D'ALENE shall be merged into STC to do business under, and be governed by, the laws of the State of Texas.

1.2 The name of the Surviving Entity shall be: Stewart Title Company.

1.3 When this merger becomes effective in accordance with the provisions of Section 1.7 below, the existence of ST-COEUR D'ALENE as a distinct entity shall cease. At that time, the Surviving Entity shall succeed, without other transfer, to all the rights and property of ST-COEUR D'ALENE, and the Surviving Entity shall be subject to all the debts and liabilities of ST-COEUR D'ALENE in the same manner as if the Surviving Entity had itself incurred the debts and liabilities. All rights of creditors and all liens on the property of ST-COEUR D'ALENE shall remain in force with respect to property affected by such liens immediately prior to the merger.

1.4 The Surviving Entity shall carry on business with the assets of the Constituent Entities as these entities existed immediately prior to the merger.

1.5 The sole shareholder of ST-COEUR D'ALENE shall surrender all of its shares in the manner set forth in this Agreement.

1.6 Since STC is the sole shareholder of ST-COEUR D'ALENE, the issued and outstanding shares of ST-COEUR D'ALENE shall be canceled upon surrender to STC.

1.7 If (a) this Agreement is adopted by the shareholders of the Constituent Entities in accordance with their respective organizational documents and all applicable laws; and (b) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions of this Agreement, then a Certificate of Merger shall be filed in accordance with the laws of the State of Texas and the State of Idaho, to be effective as of July 1, 2009.

ARTICLE II.

Representations and Warranties of Constituent Entities

2.1 As material inducement to STC to execute this Agreement and perform its obligations under this Agreement, ST-COEUR D'ALENE represents and warrants to STC that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Idaho, with corporate power and authority to own, lease and operate property and carry on its business as it is now being conducted.

2.2 As material inducement to ST-COEUR D'ALENE to execute this Agreement and perform its obligations under this Agreement, STC represents and warrants to ST-COEUR D'ALENE that it is a corporation, duly organized, validly existing and in good standing under the laws of the State of Texas, with power and authority to own, lease and operate property and carry on its business as it is now being conducted.

2.3 The Constituent Entities warrant to mutually arrange for and manage all necessary procedures under the requirements of federal and applicable state 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.

ARTICLE III.

Terms, Conditions and Procedures Prior to Effective Date

This Agreement shall be submitted for approval separately to the shareholders of the parties in the manner provided by the laws of the State of Texas and Idaho.

ARTICLE IV.

Manner and Basis of Converting Stock

The sole shareholder of ST-COEUR D'ALENE shall surrender its shares to the Secretary of the Surviving Entity promptly after the Effective Date. Since STC is the sole shareholder of ST-COEUR D'ALENE, no new shares shall be issued because of this Merger.

ARTICLE V.

Directors and Officers

5.1 The present Directors of STC shall continue to serve as the Directors of the Surviving Entity until the next annual meeting or until their successors have been elected and qualified.

5.2 All persons who on the Effective Date are officers of STC shall remain officers of the Surviving Entity until the Directors or Executive Committee of the Surviving Entity shall determine otherwise.

ARTICLE VI.

Articles and Bylaws

6.1 The Articles of Incorporation of STC together with all subsequent amendments, as existing on the Effective Date, shall continue in full force as the Articles of Incorporation of the Surviving Entity until amended as provided in such Articles of Incorporation or by law.

6.2 The Bylaws of STC, as existing on the Effective Date, shall continue in full force as the Bylaws of the Surviving Entity until altered, amended or repealed as provided in the Bylaws or as provided by law.

ARTICLE VII.

Termination

At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of any party hereto, notwithstanding approval of this agreement by the shareholders of the other party.

ARTICLE VIII.

Miscellaneous

8.1 Each party agrees that when requested by the Surviving Entity or by its successors or assigns, such party will execute and deliver or cause to be executed and delivered all instruments necessary to consummate the transaction that is the subject of this agreement. Each party also agrees to take or cause to be taken any further actions, assignments or assurances that are necessary to vest, perfect and conform title of the Surviving Entity to all the property, rights, privileges, powers and franchises referred to in Article I of this Agreement, and otherwise necessary to carry out the intent and purposes of this Agreement.

8.2 This instrument contains the entire Agreement between the parties with respect to the transaction contemplated by the Agreement. It may be executed in any number of counterparts; however, all counterparts taken together shall be deemed to constitute one original.

8.3 The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas.

8.4 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.

8.5 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.

8.6 For the convenience of the parties hereto and to facilitate the filing of this Agreement, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original document.

Date: June 8, 2009

Stewart Title Company

By: Lee Ann Fenske
Name: Lee Ann Fenske
Title: Group Vice-President

Date: June 8, 2009

Stewart Title of Coeur D'Alene

By: Lee Ann Fenske
Name: Lee Ann Fenske
Title: Group Vice-President