

State of Idaho

Department of State

CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of merger of LAND TITLE INSURANCE COMPANY, an Idaho corporation, file number C 31991, into ALLIANCE TITLE & ESCROW CORPORATION, a Delaware corporation, file number C 111468, duly executed pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this certificate of merger, and attach hereto a duplicate original of the Articles of merger.

Dated: January 3, 1997



Pete T. Cenarrusa
SECRETARY OF STATE

By *Jonny Herald*

**ARTICLES OF MERGER
OF
ALLIANCE TITLE & ESCROW CORPORATION
AND
LAND TITLE INSURANCE COMPANY**

Jan 3 2 10 PM '97

SECRETARY OF STATE
STATE OF IDAHO

Pursuant to the provisions of Sections 30-1-75 and 30-1-77 of the Idaho Business Corporation Act, the foreign parent corporation named herein hereby adopts the following Articles of Merger for the purpose of merging its 100%-owned domestic subsidiary corporation with and into the parent corporation.

1. The constituent corporations are Alliance Title & Escrow Corporation, a Delaware corporation ("Alliance"), and Land Title Insurance Company, an Idaho corporation ("Land Title") (Alliance and Land Title are collectively referred to as the "Constituent Corporations"). Alliance owns 100% of the outstanding capital stock of Land Title.

2. The Agreement and Plan of Merger pursuant to which Land Title will merge with and into Alliance, as approved by the directors of Alliance, is attached hereto as **Exhibit A**.

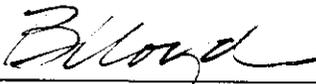
3. The number of shares of Land Title outstanding is 20 shares of Common Stock, all of which are owned by Alliance.

4. A copy of the Plan and Agreement was provided to the shareholders of Land Title on December 31, 1996. Pursuant to Idaho Code § 30-1-75(c), the 30-day notice period has been waived by Alliance, the sole shareholder of the subsidiary corporation.

5. The merger shall be effective at 5 p.m. Mountain Standard Time on January 1, 1997.

31st IN WITNESS WHEREOF, the undersigned has executed these Articles as of this day of December, 1996.

ALLIANCE TITLE & ESCROW CORPORATION,
a Delaware corporation

By: 
Brent F. Lloyd, Vice Chairman

IDAHO SECRETARY OF STATE
DATE 01/03/1997 0900 51932

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CK #: 10002320 CUST# 69757

MERGER

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Merger Agreement") is made as of December 31, 1996, by and between Alliance Title & Escrow Corporation, a Delaware corporation ("Alliance" or "Parent Corporation"), Futura Title Corporation, an Idaho corporation ("Futura Title"), The American Land Title Company, Inc., an Idaho corporation ("American Land"), Security Title Company of Idaho, Inc., an Idaho corporation ("Security Title"), and Land Title Insurance Company, an Idaho corporation ("Land Title"). Futura Title, American Land, Security Title and Land Title are referred to jointly as "Subsidiary Corporations" in some sections of this Agreement. Parent Corporation and Subsidiary Corporations are referred to jointly as the Constituent Corporations in some sections of this Agreement.

RECITALS

A. The directors of the Parent Corporation deem it advisable and to the advantage of each corporation that Futura Title, American Land and Security Title merge into Alliance upon the terms and conditions provided in this Merger Agreement.

B. Alliance owns 100% of the outstanding capital stock of each of the Subsidiary Corporations.

C. The Constituent Corporations intend the merger to be a reorganization within the meaning of IRC §368(a)(1)(A).

Now, Therefore, the parties adopt the following plan of reorganization:

AGREEMENT

1. Merger of Constituent Corporations

1.1 **Merger.** Each of Futura Title, American Land, Security Title and Land Title shall be merged with and into Alliance (the "Merger"), and Alliance shall be the surviving corporation ("Surviving Corporation"), effective at 5 p.m. Mountain Standard Time on January 1, 1997 (the "Effective Date").

1.2 **Succession.** On the Effective Date, Alliance shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of each of the Subsidiary Corporations, except insofar as they may be continued by operation of law, shall be terminated and cease.

1.3 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

2. Articles of Incorporation, Bylaws, Directors, and Officers

At the Effective Date:

2.1 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Alliance in effect on the Effective Date shall continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation.

2.2 Directors. The directors of Alliance immediately preceding the Effective Date shall continue to be the directors of the Surviving Corporation until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of Alliance immediately preceding the Effective Date shall continue to be the officers of the Surviving Corporation to serve at the pleasure of its Board of Directors.

3. Manner and Basis of Converting Shares

On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, (i) each share of Common Stock of

Alliance shall remain issued and outstanding without change, and (ii) each share of Common Stock of Futura Title, American Land, Security Title, and Land Title, all of which are owned by Alliance, shall be canceled.

4. Miscellaneous

4.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of the Subsidiary Corporations such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Subsidiary Corporations and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of each of the Subsidiary Corporations or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2 Abandonment or Deferral. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of Alliance, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Board of Directors of Alliance, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement this Merger Agreement shall become void and of no effect and there shall be no liability on the part of any Constituent Corporation or its Board of Directors or shareholders with respect thereto.

4.3 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

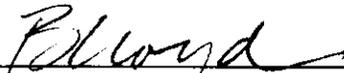
4.4 Agreement for Service of Process; Dissenting Shareholders. The Surviving Corporation, from and after the Effective Date, agrees that it may be sued and served with process in the State of Idaho at 380 East Parkcenter Blvd., Suite 150, Boise, Idaho 83706, in any proceeding for the enforcement of any obligation of Futura Title, American Land, Security Title, or Land Title and in any proceeding for the enforcement of the rights of a dissenting shareholder of Futura Title, American Land, Security Title or Land Title against the Surviving Corporation. The Surviving Corporation irrevocably appoints the Secretary of State of the State of Idaho as its agent to accept service of process in any such proceeding. The Surviving Corporation will promptly pay to the dissenting shareholders of Futura Title, American Land, Security Title, and Land Title the amounts, if any, to which they shall be entitled under the Idaho Business Corporation Act with respect to the rights of dissenting shareholders, provided

such dissenters act in strict compliance with the provisions of such Act governing rights of dissenting shareholders in the case of a merger.

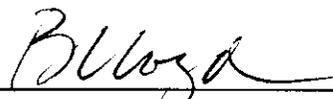
4.5 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have caused this Merger Agreement to be executed as of the date first above written.

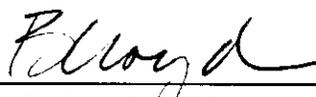
ALLIANCE TITLE & ESCROW CORPORATION,
a Delaware corporation

By: 
Brent F. Lloyd, Vice Chairman

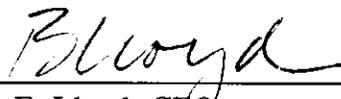
FUTURA TITLE CORPORATION,
an Idaho corporation

By: 
Brent F. Lloyd, CEO

THE AMERICAN LAND TITLE COMPANY, INC.,
an Idaho corporation

By: 
Brent F. Lloyd, CEO

SECURITY TITLE COMPANY OF IDAHO, INC.,
an Idaho corporation

By: 
Brent F. Lloyd, CEO

LAND TITLE INSURANCE COMPANY,
an Idaho corporation

By: 
Mark Tidd, Secretary