

FILED EFFECTIVE

ARTICLES OF MERGER

03 SEP 30 PM 12:33

OF

SECRETARY OF STATE
STATE OF IDAHO

FIRST AMERICAN EXCHANGE COMPANY, LLC,
a Delaware limited liability company

AND

FIRST AMERICAN EXCHANGE CORPORATION,
an Idaho corporation

We, the undersigned, being the President and Secretary, respectively, of First American Exchange Corporation, an Idaho corporation, and the sole member of First American Exchange Company, LLC, a Delaware limited liability company, do hereby certify as follows:

1. The constituent business entities to be merged are First American Exchange Company, LLC, a Delaware limited liability company ("First American"), and First American Exchange Corporation, an Idaho corporation ("Idaho").
2. First American and Idaho have adopted and approved on March 30, 2003, in the manner provided by law, an Agreement and Plan of Merger (the "Merger Agreement") pursuant to which the surviving business entity is First American.
3. The total authorized votes and the number voted for and against the Merger Agreement were as follows, and the number cast for the Merger Agreement by each voting group was sufficient for approval by that voting group:

	Designation and Number Of Outstanding Shares or <u>Membership Interests</u>	<u>Authorized Votes</u>	<u>For</u>	<u>Against</u>
First American	1 Membership Interest	1	1	0
Idaho	1,000 shares of common stock	1,000	1,000	0

4.

IDAHO SECRETARY OF STATE
09/30/2003 05:00
CK: 28252 CT: 19577 BH: 704260
1 @ 30.00 = 30.00 MERGER # 6
1 @ 20.00 = 20.00 EXPEDITE C # 7

C125108

(a) First American agrees that it may be served with process in this state in an action, suit or proceeding for the enforcement of any obligation of Idaho and for the enforcement of any obligation of First American arising from the merger.

(b) First American irrevocably appoints the commission as its agent to accept service of process in the action, suit or proceeding described in subdivision (a), and the address to which the commission shall mail a copy of the process shall be:

First American Exchange Company, LLC

1 First American Way

Santa Ana, CA 92707

5. The Merger Agreement is on file at the place of business of First American Exchange Company, LLC, a Delaware limited liability company located at 1 First American Way, Santa Ana, CA 92707.
6. A copy of the Merger Agreement will be furnished by First American, on request and without cost, to any member of First American or any shareholder of Idaho.
7. The effective date of the merger pursuant to the Merger Agreement shall be the date of the filing of these Articles of Merger with the office of the Secretary of State of Idaho.
8. This document may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement.
9. The Certificate of Formation of First American 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 Delaware.

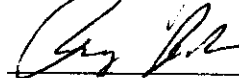
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, these Articles of Merger have been signed by the President and Secretary of First American Exchange Corporation and the sole member of First American Exchange Company, LLC, respectively each thereunto duly authorized effective as of March 30, 2003.

FIRST AMERICAN EXCHANGE CORPORATION,
an Idaho corporation



President



Secretary

First American Exchange Company, LLC,
A Delaware limited liability company

By: FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, its sole member

By: _____

Title: _____

IN WITNESS WHEREOF, these Articles of Merger have been signed by the President and Secretary of First American Exchange Corporation and the sole member of First American Exchange Company, LLC, respectively each thereunto duly authorized effective as of March 30, 2003.

FIRST AMERICAN EXCHANGE CORPORATION
an Idaho corporation

President

Secretary

First American Exchange Company, LLC,
A Delaware limited liability company

By: FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, its sole member

By: 

Title: V.P.

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of March 30, 2003, between First American Exchange Company, LLC, a Delaware limited liability company ("FAEC"), First American Exchange Corporation of Arizona, an Arizona corporation ("Arizona"), First American Exchange Corporation of California, a California corporation ("California"), First American Exchange Corporation, a California corporation ("California I"), First Guaranty Exchange Company, a California corporation ("Guaranty"), First American Exchange Corporation, a Florida corporation ("Florida"), First American Exchange Corporation, an Idaho corporation ("Idaho"), First American Exchange Corporation of Illinois, an Illinois corporation ("Illinois"), First American Exchange Corporation of Indiana, an Indiana corporation ("Indiana"), First American Exchange Corporation, a Louisiana corporation ("Louisiana"), First American Exchange Corporation, a Massachusetts corporation ("Massachusetts"), First American Exchange Corporation of Michigan, a Michigan corporation ("Michigan"), First American Exchange Corporation of Minnesota, a Minnesota corporation ("Minnesota"), First American Midwest Exchange Services, Inc., an Ohio corporation ("Ohio"), First American Exchange Corporation of Oregon, an Oregon corporation ("Oregon"), First American Exchange Corporation of the North Atlantic, Inc., a Pennsylvania corporation ("Pennsylvania"), First American Exchange Corporation of Texas, a Texas corporation ("Texas"), First American Exchange Corporation, a Utah corporation ("Utah"), First American Exchange Corporation of Wisconsin, a Wisconsin corporation ("Wisconsin") (Arizona, California, California I, Guaranty, Florida, Idaho, Illinois, Indiana, Louisiana, Massachusetts, Michigan, Minnesota, Ohio, Oregon, Pennsylvania, Texas, Utah and Wisconsin may hereinafter singularly be referred to as "Target" and collectively as "Targets"), FAEC and Targets being sometimes referred to herein as the "Constituent Entities."

WHEREAS, the board of directors or managers, as the case may be, of each Constituent Entity deems it advisable for the general welfare of its Constituent Entity and its shareholders or members, that the Constituent Entities merge into a single limited liability company pursuant to this Agreement and the applicable laws of the State of Delaware and the States of formation of each of the Targets; and

WHEREAS, the Constituent Entities 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 Entities agree that Targets shall be merged with and into FAEC as the surviving limited liability company in accordance with the applicable laws of the State of Delaware and the States of formation of each of the Targets, that the name of the surviving limited liability company shall continue to be FAEC (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 shareholders of each Target pursuant to the laws of the state of each Target and by the members of FAEC pursuant to the Delaware Limited Liability Company Act of the State of Delaware;
- (2) Execution and filing of the appropriate merger documentation required by the State of Delaware; and
- (3) Execution and filing of the appropriate merger documentation required by the State of formation of each of the Targets.

The Constituent Entities shall agree upon the date (the "Effective Date") on which the Certificate of Merger shall be filed with each of the respective Secretaries of State, but such filings shall take place with reasonable promptness after the approval of this Agreement by the shareholders and members of the Constituent Entities and the fulfillment or waiver of the terms and conditions in Sections 10 and 11.

Section 2. Governing Law

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

Section 3. Certificate of Formation

The Certificate of Formation of FAEC 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 Delaware.

Section 4. Cancellation of Shares

4.1 **Conversion.** The mode of carrying the merger into effect and the manner and basis of converting the shares of each Target into membership interests in FAEC are as follows:

- (1) Each share of Common Stock of each Target ("Target Common Stock") 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 and no membership interests in FAEC shall be issued therefore.

(2) Each share of Target Common Stock which is issued and outstanding and owned by Target on the Effective Date shall, by virtue of the merger and without any action on the part of Target, be retired and canceled.

(3) Each certificate evidencing ownership of membership interests of FAEC issued and outstanding on the Effective Date or held by FAEC in its treasury shall continue to evidence ownership of the same number of membership interests of FAEC.

4.2 **Exchange of Certificates.** As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of any Target Common Stock shall surrender the same to the Secretary of FAEC ("Exchange Agent").

Section 5. Management, Board of Directors and Officers

Until the election and qualification of their successors, the manager and any members of the board of directors, if any, of the Surviving Entity shall be the manager and board of directors of FAEC in office on the Effective Date. The elected officers of the Surviving Entity, if any, who shall continue in office at the pleasure of the manager and/or board of directors of the Surviving Entity, shall be the elected officers of FAEC on the Effective Date.

Section 6. Effect of the Merger

On the Effective Date, the separate existence of each Target shall cease (except insofar as continued by statute), and they shall be merged with and into the Surviving Entity. All the property, real, personal, 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, without further act or deed. 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.

Section 7. Approval of Shareholders and Members

This Agreement shall be submitted to the shareholders and members of the Constituent Entities as provided by the applicable laws of the State of Delaware and the State of formation of each of the Targets at meetings called for that purpose or approved by unanimous written consents of such shareholders or members. There shall be required for the adoption of this Agreement (1) as

to each Target, the affirmative vote of the holders of a majority of all the shares of its Common Stock issued and outstanding and entitled to vote; and (2) as to FAEC, the affirmative vote of the holders of at least a majority of its members.

Section 8. Representations and Warranties of Each Target

Each Target severally, and not jointly, represents and warrants that:

8.1 **Corporate Organization and Good Standing.** Target is a corporation duly organized, validly existing, and in good standing under the laws of the State of its formation, and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.

8.2 **Capitalization.** Target's issued and outstanding stock, is fully paid and nonassessable. There are no options, warrants, or rights outstanding to purchase shares of Target Common Stock from Target.

8.3 **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.

8.4 **Authorization.** Execution of this Agreement has been duly authorized and approved by Target's board of directors and shareholders.

Section 9. Representations and Warranties of FAEC

FAEC represents and warrants that:

9.1 **Organization and Good Standing.** FAEC is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is qualified to do business as a foreign limited liability company in each jurisdiction, if any, in which its property or business requires such qualification.

9.2 **Membership.** FAEC's sole member is First American Title Insurance Company.

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 FAEC is subject.

9.4 **Authorization.** Execution of this Agreement has been duly authorized and approved by FAEC's manager or members.

Section 10. Conditions Precedent to Obligation of Target

Each 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.

10.1 **FAEC's Covenants.** FAEC shall have performed all covenants required by this Agreement to be performed by it on or before the Effective Date.

10.2 **Shareholder or Member Approval.** This Agreement shall have been adopted by the necessary vote of holders of the capital stock or membership interests of the Constituent Entities as set forth in Section 7 hereof.

Section 11. Conditions Precedent to Obligation of FAEC

FAEC'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 FAEC.

11.1 **Target's Covenants.** Each Target shall have performed all covenants required by this Agreement to be performed by it on or before the Effective Date.

11.2 **Shareholder or Member Approval.** This Agreement shall have been adopted by the necessary vote of holders of the capital stock or membership interests of the Constituent Entities as set forth in Section 7 hereof.

Section 12. Nonsurvival of Representations and Warranties

The representations and warranties set out in Sections 8 and 9 hereof shall not survive the Effective Date, and neither party hereto shall have any claim thereafter against the other party with respect hereto.

Section 13. General Provisions

13.1 **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 property transferred hereunder or otherwise to carry out the intent and purpose of this Agreement.

13.2 **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.

13.3 **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.

13.4 **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 any Target: [Name of Target]
1 First American Way
Santa Ana, CA 92707

If to FAEC: First American Exchange Company, LLC
1 First American Way
Santa Ana, CA 92707

13.5 **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.

13.6 **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.

13.7 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

13.8 **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.

13.9 **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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties to this Agreement pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Director or Managers 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 March 30, 2003.

"Arizona"

First American Exchange Corporation of Arizona,
an Arizona corporation

By: _____

Title: _____

"California"

First American Exchange Corporation of California,
a California corporation

By: _____

Title: _____

"California I"

First American Exchange Corporation,
a California corporation

By: _____

Title: _____

"Guaranty"

First Guaranty Exchange Company,
a California corporation

By: _____

Title: _____

"Florida"

First American Exchange Corporation,
a Florida corporation

By: _____

Title: _____

"Idaho"

First American Exchange Corporation,
an Idaho corporation

By: _____

Title: _____

"Illinois"

First American Exchange Corporation of Illinois,
an Illinois corporation

By: _____

Title: _____

"Indiana"

First American Exchange Corporation of Indiana,
an Indiana corporation

By: _____

Title: _____

"Louisiana"

First American Exchange Corporation,
a Louisiana corporation

By: _____

Title: _____

"Massachusetts"

First American Exchange Corporation,
a Massachusetts corporation

By: _____

Title: _____

"Michigan"

First American Exchange Corporation of Michigan,
a Michigan corporation

By: _____

Title: _____

"Minnesota"

First American Exchange Corporation of Minnesota,
a Minnesota corporation

By: _____

Title: _____

"Ohio"

First American Midwest Exchange Services, Inc.,
an Ohio corporation

By: _____

Title: _____

"Oregon"

First American Exchange Corporation of Oregon,
an Oregon corporation

By: _____

Title: _____

"Pennsylvania"

First American Exchange Corporation of the North Atlantic, Inc.,
a Pennsylvania corporation

By: _____

Title: _____

"Texas"

First American Exchange Corporation of Texas,
a Texas corporation

By: _____

Title: _____

"Utah"

First American Exchange Corporation,
a Utah corporation

By: _____

Title: _____

"Wisconsin"

First American Exchange Corporation of Wisconsin,
a Wisconsin corporation

By: _____

Title: _____

"FAEC"

First American Exchange
Company, LLC,
a Delaware limited liability
company

By: First American Title
Insurance Company, a
California corporation, its
sole member

By: _____

Title: _____