

**FILED**

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SECRETARY OF STATE  
STATE OF IDAHO

**STATEMENT OF MERGER**

**OF**

**FIRST AMERICAN TITLE MISSOURI AGENCY, INC.,**  
a Missouri corporation

**AND**

**FIRST AMERICAN TITLE COMPANY OF IDAHO, INC.,**  
an Idaho corporation

The following statement of merger is submitted in accordance with the Idaho Business Corporation Act, pursuant to section 30-18-205.

We, the undersigned, being the President and Secretary, respectively, of First American Title Missouri Agency, Inc., a Missouri corporation (First American®), and the President and Secretary, respectively, of First American Title Company of Idaho, Inc., an Idaho corporation ("Idaho"), do hereby certify and declare under penalties of perjury, as follows:

1. The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
First American Title Missouri Agency, Inc.	Missouri	Corporation

2. The constituent business entity to be merged is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
First American Title Company of Idaho, Inc.	Idaho	Corporation

3. First American and Idaho have adopted and approved on November 1, 2007, 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.

4. The effective date of the merger pursuant to the Merger Agreement shall be January 1, 2008.

IDAHO SECRETARY OF STATE  
12/24/2007 05:00  
CX: 188883497 CT: 74104 BH: 1891367  
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5. 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 <u>Outstanding Shares</u>	<u>Authorized Votes</u>	<u>For</u>	<u>Against</u>
First American	30,230 shares of common stock no par value	30,230	30,230	0
Idaho	20,000 shares of common stock no par value	20,000	20,000	0

6.

(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 office of the Secretary of State of Idaho 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 Title Missouri Agency, Inc.

1 First American Way

Santa Ana, CA 92707

7. The Merger Agreement is on file at the place of business of First American Title Missouri Agency, Inc., a Missouri corporation located at 1 First American Way, Santa Ana, CA 92707.

8. A copy of the Merger Agreement will be furnished by First American, on request and without cost, to any shareholder of First American or Idaho.

9. 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.

10. The Articles of First American shall be the Articles of the surviving entity from and after

the effective date, subject to the right of the surviving entity to amend its Articles in accordance with the laws of the State of Missouri.

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**IN WITNESS WHEREOF**, these Articles of Merger have been signed by the President and Secretary respectively of First American Title Missouri Agency, Inc., a Missouri corporation, and the President and Secretary, respectively, of First American Title Company of Idaho, Inc., an Idaho corporation each thereunto duly authorized effective as of January 1, 2008.

**FIRST AMERICAN TITLE  
MISSOURI AGENCY, INC.,**  
A Missouri corporation

By:   
Thomas R. Wawersich, President

By:   
Jeffrey S. Robinson, Secretary

**FIRST AMERICAN TITLE  
COMPANY OF IDAHO, INC.,**  
An Idaho corporation

By:   
Thomas R. Wawersich, President

By:   
Jeffrey S. Robinson, Secretary

## **AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER dated effective as of January 1, 2008, between First American Title Missouri Agency, Inc., a Missouri corporation ("Missouri") and First American Title Company of Idaho, Inc., an Idaho corporation ("Target") Missouri and Target being sometimes referred to herein as the "Constituent Entities."

WHEREAS, the board of directors of each Constituent Entity deems it advisable for the general welfare of its Constituent Entity and its shareholders, that the Constituent Entities merge into a single corporation pursuant to this Agreement and the applicable laws of the States of Idaho and Missouri; 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 Target shall be merged with and into Missouri as the surviving corporation in accordance with the applicable laws of the States of Idaho and Missouri, that the name of the surviving corporation shall continue to be Missouri (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 (the "Effective Date") at 12:01 a.m. on January 1, 2008.

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

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

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

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

### **Section 4. Cancellation of Shares**

4.1 **Cancellation.** All of the issued shares in Target are owned by certain wholly owned entities within the consolidated group of which Missouri and Target are members. Therefore, the mode of carrying the merger into effect and the manner and basis of canceling the shares of Target are as

follows:

(1) Each share of Common Stock of Target ("Target Common Stock") which is 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, without consideration, and no shares in Missouri shall be issued therefore.

(2) Each share of Common Stock of Missouri which is issued and outstanding or owned by Missouri in its treasury on the Effective Date shall, by virtue of the merger and without any action on the part of Missouri continue to evidence ownership of the same number of common shares of Missouri.

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

#### **Section 5. Management, Board of Directors and Officers**

Until the election and qualification of their successors, the board of directors of the Surviving Entity shall be the board of directors of Missouri 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 board of directors of the Surviving Entity, shall be the elected officers of Missouri on the Effective Date.

#### **Section 6. Effect of the Merger**

On the Effective Date, the separate existence of 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**

This Agreement shall be submitted to the shareholders of the Constituent Entities as provided by the applicable laws of the States of Idaho and Missouri at meetings called for that purpose or approved by unanimous written consents of such shareholders. There shall be required for the adoption of this Agreement as to each Constituent Entity, the affirmative vote of the holders of a majority of all the shares of its Common Stock issued and outstanding and entitled to vote.

#### **Section 8. Representations and Warranties of Target**

Target 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 Idaho, 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.

#### **Section 9. Representations and Warranties of Missouri**

Missouri represents and warrants that:

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

**9.2 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 Missouri is subject.

**9.3 Authorization.** Execution of this Agreement has been duly authorized and approved by Missouri's directors.

#### **Section 10. Conditions Precedent to Obligation of Target**

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 each Target.

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

**10.2 Shareholder Approval.** This Agreement shall have been adopted by the necessary

vote of holders of the capital stock of the Constituent Entities as set forth in Section 7 hereof.

#### **Section 11. Conditions Precedent to Obligation of Missouri**

Missouri'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 Missouri.

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

**11.2 Shareholder Approval.** This Agreement shall have been adopted by the necessary vote of holders of the capital stock 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 Section 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 Target:

First American Title Company of Idaho, Inc.  
1 First American Way  
Santa Ana, CA 92707



If to Missouri:

First American Title Missouri Agency, Inc.  
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 Missouri.

**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.

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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 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 as of January 1, 2008.

**"Missouri"**

**First American Title Missouri Agency, Inc.,  
A Missouri corporation**

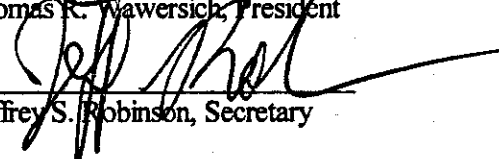
By:   
Thomas R. Wawersich, President

By:   
Jeffrey S. Robinson, Secretary

**"Idaho"**

**First American Title Company of Idaho, Inc.,  
An Idaho corporation**

By:   
Thomas R. Wawersich, President

By:   
Jeffrey S. Robinson, Secretary