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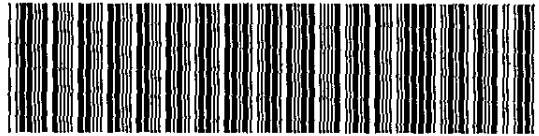
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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# MACKEY PRICE & THOMPSON

A Professional Corporation  
Attorneys and Counselors at Law

American Plaza II  
57 West 200 South, Suite 350  
Salt Lake City, UT 84101-3663

Telephone: (801) 575-5000  
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Randall A. Mackey  
ramackey@mpwlaw.com

Of Counsel: Allen Atkin & Clarkson  
St. George, Utah

March 8, 2005

## VIA FEDERAL EXPRESS

Susan Payne, Section Administrator  
Florida Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32399

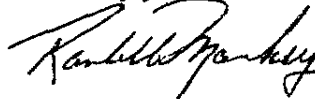
Re: Merger Transaction Between Southern Security Life Insurance Company and  
SSLIC Holding Corporation

Dear Ms. Payne:

Pursuant to our conversation today with Thelma Lewis, we are enclosing an original and a photocopy of the revised Articles of Merger, together with an attached Agreement and Plan of Merger, relating to the merger between Southern Security Life Insurance Company, a Florida corporation, and SSLIC Holding Corporation, a Florida corporation. Would you please substitute the enclosed Articles of Merger, including the attached Agreement and Plan of Merger in place of the Articles of Merger, including the Agreement and Plan of Merger, which were sent to you on February 28, 2005.

Thank you for your assistance. If you have any questions, please do not hesitate to call the undersigned at (801) 575-5000.

Sincerely yours,



Randall A. Mackey

Enclosures  
G:\LTR-308M.SNL.wpd

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Attorneys and Counselors at Law

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**Randall A. Mackey**  
ramackey@mpwlaw.com

Of Counsel: Allen Atkin & Clarkson  
St. George, Utah

February 25, 2005

## VIA FEDERAL EXPRESS

Florida Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

Re: Merger Transaction Between Southern Security Life Insurance Company, and  
SSLIC Holding Company

Dear Sir or Madam:

Enclosed are two original Articles of Merger, together with Agreements of Merger, relating to the merger between Southern Security Life Insurance Company, a Florida corporation and SSLIC Holding Company, a Utah corporation. Under the terms of the merger, SSLIC Holding Company is to be merged with and into Southern Security Life Insurance Company, with Southern Security Life Insurance Company as the surviving corporation in the merger.

In addition, when the merger is completed, the separate existence of SSLIC Holding Company will cease. As the surviving corporation, Southern Security Life Insurance Company will continue to be governed by the laws of the state of Florida and its separate existence will continue unaffected by the merger.

The stockholders of Southern Security Life Insurance Company approved the merger at a special stockholders meeting held on February 4, 2005 by a vote of 1,670,288 shares in favor of approval of the merger, 15,293 shares opposed to the merger, and 529 shares abstaining. Thus, a total of 99.1% of the shares that were voted at the special stockholders meeting voted in favor of the merger.

We request that the Florida Division of Corporations take appropriate action to approve and file the enclosed Articles of Merger and Agreement of Merger. Enclosed is a check payable to the Florida Department of State - Division of Corporations in the amount of \$78.75, of which \$70.00

Florida Department of State

February 25, 2005

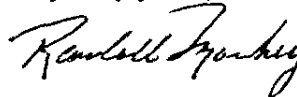
Page 2

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represents the filing fee for the Articles of Merger and the remaining \$8.75 represents the cost for obtaining a certified copy of the Articles of Merger. Accordingly, we would appreciate your forwarding to us a certified copy of the enclosed Articles of Merger, together with the Agreement of Merger. For your convenience we are enclosing a self-addressed envelope for purposes of forwarding a certified copy of the Articles of Merger.

Thank you for your assistance in approving and filing the enclosed Articles of Merger. If you have any questions, please do not hesitate to call the undersigned at (801) 575-5000.

Very truly yours,



Randall A. Mackey

RAM:dt

Enclosures

cc: Scott M. Quist (w/o encls.)  
G. Robert Quist (w/o encls.)  
Stephen M. Sill (w/o encls.)

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**ARTICLES OF MERGER**  
**OF**  
**SSLIC HOLDING CORPORATION**  
**INTO**

**FILED**  
05 FEB 28 AM 11:53  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**SOUTHERN SECURITY LIFE INSURANCE COMPANY**

The following Articles of Merger are being submitted in accordance with Section 607.1105 of the Florida Business Corporation Act.

FIRST: That the name, street address of its principal office, jurisdiction, and entity type for each merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Southern Security Life Insurance Company 755 Rinehart Road Lake Mary, Florida 32746	Florida	Corporation
Florida Document Number: 306726	FEI Number: 59-1231733	
SSLIC Holding Corporation 5300 South 360 West Suite 250 Salt Lake City, Utah 84123	Florida	Corporation
Florida Document Number: F46316	FEI Number: 63-0708035	

SECOND: That the name of the surviving corporation of the merger is Southern Security Life Insurance Company, which is incorporated in the State of Florida.

THIRD: That an Agreement and Plan of Merger between the parties has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of the respective laws of all applicable jurisdictions, pursuant to which, on the effective date of the merger SSLIC Holding

Corporation will be merged into Security National Life Insurance Company, with Security National Life Insurance Company to be the surviving corporation. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A".

FOURTH: That the Articles of Incorporation of Southern Security Life Insurance Company shall be the Articles of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation. The address of the surviving corporation's principal place of business is 755 Rinehart Road, Lake Mary, Florida 32746.

SIXTH: That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost to any stockholder of any constituent corporation.

SEVENTH: That the Agreement and Plan of Merger was adopted by the Board of Directors of Southern Security Life Insurance Company on July 16, 2004 and by the majority of the stockholders of Southern Security Life Insurance Company at a Special Stockholders Meeting held on February 4, 2005. There were 2,105,238 shares of common stock of Southern Security Life Insurance Company issued and outstanding as of the date thereof. There were 1,670,288 shares of common stock that voted in favor of approval of the Agreement and Plan of Merger at the Special Stockholders Meeting held on February 4, 2005, 15,293 shares voted against the Agreement and Plan of Merger, and 529 shares abstained. Thus, there was a majority of the 2,105,238 shares of common stock that approved the Agreement and Plan of Merger at the Special Stockholders Meeting. No voting group was entitled to vote separately on the Agreement and Plan of Merger.

EIGHTH: That the Agreement and Plan of Merger was adopted by the Board of Directors of SSLIC Holding Company on July 16, 2004 and by the sole shareholder of SSLIC Holding Company on July 16, 2004. There were 10,000 shares of common stock of SSLIC Holding Company issued and outstanding as of the date thereof. All such shares were in favor of the Agreement and Plan of Merger. No voting group was entitled to vote separately on the Agreement and Plan of Merger.

NINTH: That the merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State.

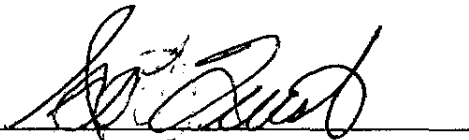
TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

DATED: February 25, 2005.

SOUTHERN SECURITY LIFE  
INSURANCE COMPANY

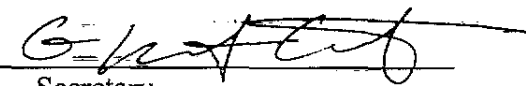
Attest:


By:   
Secretary

By:   
Its: President

SSLIC HOLDING COMPANY

Attest:

By:   
Secretary

By:   
Its: President

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") dated effective as of January 1, 2005, is made and entered into by and among SECURITY NATIONAL LIFE INSURANCE COMPANY, a Utah corporation ("Security National Life"), SSLIC HOLDING CORPORATION, a Florida corporation and wholly owned subsidiary of Security National Life ("SSLIC Holding") and SOUTHERN SECURITY LIFE INSURANCE COMPANY, a Florida corporation ("SSLIC") (Security National Life, SSLIC Holding, and SSLIC collectively, the "Parties").

### WITNESSETH:

WHEREAS, prior to the execution of this Merger Agreement, Security National Life, SSLIC Holding and SSLIC entered into an Agreement and Plan of Reorganization dated as of August 25, 2004, and amended on December 7, 2004 (the "Plan of Reorganization") providing for certain representations, warranties, and agreements in connection with the transaction contemplated; and

WHEREAS, the Boards of Directors of Security National Life, SSLIC Holding and SSLIC approved the merger of SSLIC Holding Company into SSLIC (the "Merger") upon the terms and subject to the conditions set forth herein and in the Plan of Reorganization and pursuant to which SSLIC will become a wholly owned subsidiary of Security National Life; and

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1

#### DEFINITIONS

1.1 Certain Terms Defined. The terms defined in the Plan of Reorganization shall for all purposes of this Merger Agreement have the meanings specified in the Plan of Reorganization, unless the context expressly or by necessary implication otherwise requires.

### ARTICLE 2

#### AGREEMENT TO MERGE

2.1 Agreement to Merge. In accordance with the provisions of Section 607.1109 of the Florida Business Corporation Act, at the Effective Time of the Merger, SSLIC Holding shall be merged with





2.3 Delivery of Cash for SSLIC Common and Surrender of Certificates for SSLIC Common. All deliveries of Merger Consideration to be made to the unaffiliated stockholders of SSLIC Common shall be made by delivery of cash payment by the Disbursing Agent to and in the name of each holder of SSLIC Common or its designated agent or transferee. After the Effective Time of the Merger, there shall be no further registry of transfers in respect of SSLIC Common. Promptly after the Effective Time of the Merger, Security National Life will cause the Disbursing Agent to send a notice and a transmittal form to each unaffiliated holder of record of SSLIC Common immediately prior to the Effective Time of the Merger advising such holders of the terms of the Merger Consideration to be effected in connection with the Merger, the procedure for surrendering certificates for SSLIC Common to Security National Life, and the procedure for delivery to such stockholder of the cash amount to which such holder is entitled pursuant to the terms hereof and the Plan of Reorganization. If any such cash payment is to be delivered to a name other than that in which the stock certificate is registered, the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer.

2.4 Dissenting Shareholders. The duties and rights of a dissenting stockholder of SSLIC Common, as well as the duties and rights of the surviving corporation, shall be as provided in the Florida Business Corporation Act. If any such stockholder shall not perfect his rights as a dissenting shareholder under Section 607.1301 *et seq.* of the Florida Business Corporation Act, or such stockholder shall thereafter withdraw such election or otherwise become bound by the provisions of the Plan of Reorganization pursuant to the Florida Business Corporation Act, the amount of cash payment to such dissenting stockholder shall be entitled to be paid shall be the amount such stockholder would have been entitled under the Plan of Reorganization had such stockholder not perfected such rights.

2.5 Surviving Corporation. Except as provided otherwise in the Plan of Reorganization:

(a) The Articles of Incorporation of SSLIC as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation after the Effective Time.

(b) The Bylaws of SSLIC as in effect immediately prior to the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation after the Effective Time.

2.6 Effectiveness of Merger. The Merger shall become effective at the Effective Time of the Merger as defined in the Plan of Reorganization.

## ARTICLE 3

### MISCELLANEOUS

3.1 Termination. This Merger Agreement shall terminate in the event of and upon termination of the Plan of Reorganization.

3.2 Prior Agreements; Modifications. This Merger Agreement and the Plan of Reorganization constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all prior agreements, documents, or other instruments with respect to the matters covered hereby. This Agreement may be amended by an instrument in writing signed by each of SSLIC, SSLIC Holding and Security National Life; provided, however, that no such amendment entered into without the written consent of the shareholders of SSLIC may decrease the Merger Consideration.

3.3 Captions and Table of Contents. The captions and table of contents in this Merger Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Merger Agreement.

3.4 Governing Law. The terms of this Merger Agreement shall be governed by, and interpreted and construed in accordance with the provisions of the laws of the State of Florida without regard to its conflicts of law principles.

3.5 Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which, when so executed, shall constitute an original copy hereof.

3.6 Severability. If any clause, provision, or section of this Merger Agreement is ruled illegal, invalid, or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision, or section shall not affect any of the remaining provisions hereof.

3.7 Notices. Any notice, request instruction, or other document to be given hereunder shall be in writing and shall be transmitted by certified or registered mail, postage prepaid, by reputable express courier, or by facsimile transmission. The addresses or facsimile telephone numbers to which such communications shall be sent are as follows:

If to SSLIC:

Southern Security Life Insurance Company  
755 Rinehart Road  
Lake Mary, Florida 32746  
Attention: Scott M. Quist, President and  
Chief Operating Officer  
Facsimile Number: (407) 321-7113

With a copy to:

Mackey Price Thompson & Ostler  
57 West 200 South, Suite 350  
Salt Lake City, Utah 84101-3663  
Attention: Randall A. Mackey, Esq.  
Facsimile Number: (801) 575-5006

If to Security National Life:


Security National Life Insurance Company  
5300 South 360 West, Suite 250  
Salt Lake City, Utah 84123  
Attention: Scott M. Quist, President and  
Chief Operating Officer  
Facsimile Number: (801) 265-9882

or to such other address or facsimile telephone number as any party may from time to time designate to the others in writing.

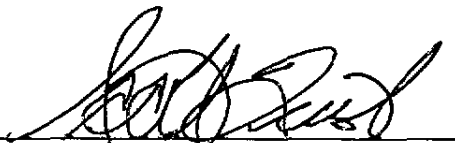
3.8 Waiver. The performance of any covenant or agreement or the fulfillment of any condition of this Merger Agreement by Security National Life, SSLIC Holding and SSLIC may be expressly waived only in writing by the other parties. Any waiver hereunder shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of Security National Life, SSLIC Holding and SSLIC in exercising any right, power, or privilege under this Merger Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound hereby, has duly executed this Merger Agreement as of the date first written above.

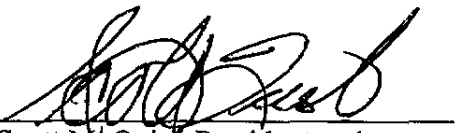
SOUTHERN SECURITY LIFE  
INSURANCE COMPANY

By:   
\_\_\_\_\_  
Scott M. Quist, President and  
Chief Operating Officer

SECURITY NATIONAL LIFE  
INSURANCE COMPANY

By:   
\_\_\_\_\_  
Scott M. Quist, President and  
Chief Operating Officer

SSLIC HOLDING COMPANY

By:   
\_\_\_\_\_  
Scott M. Quist, President and  
Chief Operating Officer