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F46316

C T CORPORATION SYSTEM

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City

State

Zip

Phone

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CORPORATION(S) NAME

SSLIC Holding Company

into:

Consolidate Enterprises, Inc.

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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Thanks, Melanie

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merger of 12/23/98

ARTICLES OF MERGER
Merger Sheet

MERGING:

SSLIC HOLDING COMPANY, a nonqualified Utah corporation

INTO

CONSOLIDARE ENTERPRISES, INC., a Florida corporation, F46316

File date: December 22, 1998

Corporate Specialist: Susan Payne

MACKEY PRICE & WILLIAMS

A Professional Corporation
Attorneys and Counselors at Law

Randall A. Mackey
e-mail: ramackey@mpwlaw.com

900 Wells Fargo Plaza
170 South Main Street
Salt Lake City, Utah 84101-1655

Telephone (801) 575-5000
Fax (801) 575-5006

December 21, 1998

VIA HAND-DELIVERY

Florida Division of Corporations
409 East Gaines Street
Tallahassee, Florida 33299

Re: Articles of Merger between Consolidare Enterprises, Inc., a Florida corporation, and
SSLIC Holding Company, a Utah corporation

Ladies and Gentlemen:

Enclosed for filing are an original and a copy of the Articles of Merger between Consolidare Enterprises, Inc., a Florida corporation, and SSLIC Holding Company, a Utah corporation, relating to the merger of SSLIC Holding Company into Consolidare with Consolidare to be the surviving corporation. We are also enclosing a check in the amount of \$89.75 payable to the Florida Department of State, representing \$75.00 for the filing fee for the Articles of Merger and \$19.75 for a certified copy of the Articles of Merger. Please send the certified copy of the Articles of Merger as soon as possible to the undersigned at Mackey Price & Williams, 170 South Main Street, Suite 900, Salt Lake City, Utah 84101-1655.

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

Very truly yours,



Randall A. Mackey

RAM:dt

Enclosures

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

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

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ARTICLES OF MERGER
OF
SSLIC HOLDING COMPANY
INTO
CONSOLIDARE ENTERPRISES, INC.

Consolidare Enterprises, Inc., a Florida corporation ("Consolidare"), and SSLIC Holding Company, a Utah corporation and a wholly owned subsidiary of Security National Life Insurance Company, pursuant to Section 607.1105 of the Florida Business Corporation Act, do hereby certify:

FIRST: That the name and state of incorporation of the surviving company of the merger is Consolidare Enterprises, Inc., which is incorporated in the State of Florida.

SECOND: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Consolidare Enterprises, Inc.	Florida
SSLIC Holding Company	Utah

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 applicable law, pursuant to which, on the effective date of the merger, SSLIC Holding Company will be merged into Consolidare with Consolidare to be the surviving company. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A."

FOURTH: That the Articles of Incorporation of Consolidare 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 Consolidare on April 20, 1998 and by the shareholders of Consolidare on June 5, 1998. There are 3,376,596 shares of Common Stock of Consolidare issued and outstanding as of the date hereof. There were 3,219,495 shares of Common Stock which voted in favor of the Agreement and Plan of Merger at the Special Meeting of Shareholders of Consolidare held on June 5, 1998, no shares voted against the merger, and 30,300 shares abstained from voting on the merger. 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 December 17, 1998 and by the sole shareholder of SSLIC Holding Company on December 17, 1998. There are 10,000 shares of Common Stock of SSLIC Holding Company issued and outstanding as of the date hereof. 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 on the date that the Articles of Merger are filed with the Florida Department of State.

DATED: December 21, 1998.

CONSOLIDARE ENTERPRISES, INC.

Attest:

By: W. M. Argent
Secretary

By: Scott M. Quist

Its: First Vice-Pres.
Scott M. Quist

SSLIC HOLDING COMPANY

Attest:

By: W. M. Argent
Secretary

By: Scott M. Quist

Its: First Vice-Pres.

Scott M. Quist

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger, dated December 17, 1998, by and between **CONSOLIDARE ENTERPRISES, INC.**, a Florida corporation ("CEI"), and **SSLIC HOLDING COMPANY**, a Utah corporation ("SHC", and together with CEI, the "Constituent Corporations").

RECITALS

WHEREAS, the respective Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of each of the Constituent Corporations and their respective shareholders that a merger of the Constituent Corporations (the "Merger") be consummated in accordance with the laws of the States of Utah and Florida, upon the terms and subject to the conditions set forth in this Agreement and Plan of Merger, and have, by appropriate resolutions, duly authorized, approved, and adopted this Agreement and Plan of Merger and directed that it be submitted to their respective shareholders for adoption.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions herein contained, the parties agree as follows:

§ 1. Issued and Outstanding Stock.

(a) As of the date hereof, the authorized capital stock of CEI consists of 5,850,000 shares of Common Stock, par value \$0.25 per share (the "CEI Common Stock"), of which 3,376,596 shares are issued and outstanding.

(b) As of the date hereof, the authorized capital share of SHC consists of 50,000 shares of Common Stock, par value \$0.0015 per share (the "SHC Common Stock"), of which 10,000 shares are issued and outstanding.

§ 2. Merger. SHC shall be merged with and into CEI, which shall be the surviving corporation of the Merger under its present name and which shall continue to be governed by the laws of the State of Florida. From and after the Effective Time (as herein defined) of the Merger, the corporate existence of CEI, with all its rights, privileges, and immunities, shall continue unaffected and unimpaired by the Merger. The corporate existence of SHC, with all its rights, privileges, and immunities, shall be merged into CEI and CEI shall, as the surviving corporation, be fully vested therewith in accordance with the applicable laws of the States of Utah and Florida. The separate existence and corporate organization of SHC shall cease upon the Effective Time of the Merger.

No liability or obligation due or to become due, claim, or demand for any cause existing against the Constituent Corporations, or any shareholder, officer, or director thereof, shall be released or impaired by the Merger. No action or proceeding, whether civil or criminal, then pending by or against the Constituent Corporations, or any shareholder, officer, or director thereof, shall abate or be discontinued by the Merger, but may be enforced, prosecuted, settled,

or compromised as if the Merger had not occurred, or CEI, as the surviving corporation, may be substituted in such action or special proceeding in place of SHC.

§ 3. Effective Time. The Merger shall become effective (the "Effective Time") at the subsequent time specified in the Articles of Merger filed with the Department of State of the State of Florida or, if no time subsequent to such filing is specified therein, upon the later of the time (i) at which Articles of Merger are filed with the Division of Corporations and Commercial Code of the State of Utah and (ii) at which Articles of Merger are filed with the Department of State of the State of Florida.

§ 4. Certificate of Incorporation and By-Laws. The Articles of Incorporation of CEI as in effect immediately prior to the Effective Time shall thereafter continue to be CEI's Articles of Incorporation until amended as provided by law, and the bylaws of CEI as in effect immediately prior to the Effective Time shall thereafter continue to be CEI's bylaws until amended as provided in such bylaws or by law.

§ 5. Conversion of Shares. At the Effective Time:

(a) The holders of shares of CEI Common Stock then issued and outstanding (other than such shares owned by SHC, held in the treasury of CEI, or owned by persons who have perfected their rights as dissenting shareholders under Section 607.1301 *et seq.* of the Florida Statutes (the "Appraisal Statute")) and the Converting Debentureholders, as defined in the Acquisition Agreement, dated as of April 24, 1998, by and among Security National

Financial Corporation ("SNFC"), CEI and certain Shareholders of CEI who have executed Annex I thereto (the "Acquisition Agreement") shall, by virtue of the Merger, be entitled to receive, and as soon as practicable after the Effective Time upon surrender of a certificate or certificates representing such shares of CEI Common Stock held by such holders and CEI Convertible Debentures held by such Converting Debentureholders to the Disbursing Agent to be appointed by SNFC pursuant to the Acquisition Agreement, shall be paid the amounts set forth in Section 2.2 of the Acquisition Agreement at the times provided therein, without interest thereon (except as provided therein), and all such shares and such Convertible Debentures, by virtue of the Merger and without any action on the part of the holders thereof, shall no longer be outstanding and shall be canceled, and each certificate representing such shares and each such debenture shall thereafter and until so surrendered be deemed to represent for all corporate purposes only the right to receive the cash amount set forth in such Section 2.2. If payment is to be made to a person other than the registered holder of the certificate or debenture surrendered, it shall be a condition of such payment that the certificate or debenture so surrendered shall be properly endorsed or otherwise in proper form for transfer, and that the person requesting such payment shall pay any transfer or other taxes required by reason of the payment to a person other than the registered holder of the certificate or debenture surrendered or establish to the satisfaction of the Disbursing Agent that such tax has been paid or is not applicable.

(b) Each share of the SHC issued Common Stock at the Effective Time shall, by virtue of the Merger and without any action on the part of SHC or CEI, be converted into one share of common stock of CEI.

§ 6. Appraisal Rights. If any holder of shares of CEI Common Stock shall properly perfect such holder's appraisal rights in accordance with the Appraisal Statute (any such shareholder being hereinafter called a "Dissenting Shareholder"), then such Dissenting Shareholder shall receive such payment from CEI (but only after the value of such shares shall have been agreed upon or finally determined pursuant to the provisions of the Appraisal Statute). Anything contained in this Section 7 to the contrary notwithstanding, if a Dissenting Shareholder shall have failed to perfect or shall have lost his right of appraisal, such Dissenting Shareholder shall be entitled to be paid the amount to which such Dissenting Shareholder would have been entitled under this Agreement had such shareholder not perfected such rights.

§ 7. Effects of the Merger. At the Effective Time, all the rights, privileges, immunities, powers, and purposes and all the property, real and personal, including subscriptions for shares, causes of action, and every other asset of SHC shall be vested in CEI, as the surviving corporation, without further act or deed. CEI, as the surviving corporation, shall assume and be liable for all the liabilities and obligations of the Constituent Corporations.

§ 8. Instructions for Surrender of Certificates. Promptly after the Effective Time, there shall be mailed to each holder of record of an outstanding certificate which prior thereto

represented shares of CEI Common Stock and to each Converting Debentureholder a form of letter of transmittal and/or instructions for use in effecting the surrender of such certificate or debenture for payment therefor as provided in Section 5(a) of this Agreement and Plan of Merger.

§ 9. Further Actions. From time to time, as and when requested by CBI, as the surviving corporation, or by its successors or assigns, the proper directors and officers of the Constituent Corporations last in office shall execute and deliver or cause to be executed and delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as CBI, as the surviving corporation, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to CEI, as the surviving corporation, and its successors and assigns, title to and possession of all the rights, privileges, immunities, powers, and purposes of SHC, and all property, real and personal, of SHC, and otherwise to carry out the intent and purposes of this Agreement and Plan of Merger.

§ 10. Amendments. Subject to applicable law, at any time before or after approval and adoption by the shareholders of CEI prior to the Effective Time, this Agreement and Plan of Merger may be amended or supplemented by additional agreements, articles, or certificates as may be determined in the judgment of the respective boards of directors of CEI and SHC to be necessary, desirable, or expedient to further the purposes of this Agreement and Plan of Merger, to clarify the intention of the parties hereto, to add to or to modify the covenants, terms, or conditions contained herein or to effectuate or to facilitate any governmental approval of the

Merger or this Agreement and Plan of Merger, or otherwise to effectuate or facilitate the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be signed by its duly authorized officer, all as of the date first above written.

CONSOLIDARE ENTERPRISES, INC.

By: _____

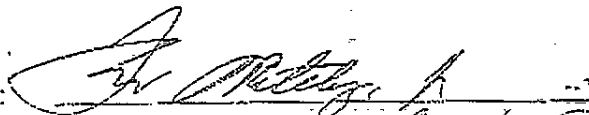
SSLIC HOLDING COMPANY

By: Wm Sargent

Merger or this Agreement and Plan of Merger, or otherwise to effectuate or facilitate the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be signed by its duly authorized officer, all as of the date first above written.

CONSOLIDARE ENTERPRISES, INC.

By:  _____
President

SSLIC HOLDING COMPANY

By: _____