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(Requestor's Name)

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☐ PICK-UP

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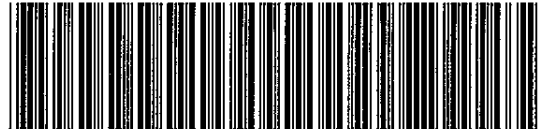
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FILED
05 FEB 14 PM 1:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
RECEIVED
05 FEB 14 AM 11:08
JENNIFER L. HARRIS
CLERK OF SUPERIOR COURT

Merger

Q. Condition FEB 14 2005

DEPARTMENT OF STATE
ACCOUNT FILING COVER SHEET

Account Number FCA000000017

Reference:
(Sub Account)

Date:

2/14/05

Requestor Name:

Carlton Fields

Address:

Post Office Drawer 190
Tallahassee, Florida 32302

Telephone:

(850) 224-1585

Contact Name:

Kim Pullen, CLA (ext. 5261)

RECEIVED
05 FEB 14 AM 11:08
DEPARTMENT OF STATE
OFFICE OF CORPORATIONS
WASHINGTON, D.C. 20540

Corporation Name:

Qualsure Insurance Corporation

Entity Number:

P00000004459

Authorization:

Kim Pullen

☒ Certified Copy

☐ Certificate of Status

☐ New Filings

☐ Plain Stamped Copy

☐ Annual Report

☐ Fictitious Name

☒ Amendments

☐ Registration

(X) Call When Ready

(X) Call if Problem

() After 4:30

(X) Walk In

() Will Wait

(X) Pick Up

CF Internal Use Only

Client:

48349

Matter:

15515

Name:

Beth V.

Office:

TAL

APPROVED

FEB 11 2005

**ARTICLES OF MERGER
OF
QUALSURE INSURANCE CORPORATION**
(a Florida corporation)

Docketed by 

**WITH AND INTO
SUNSHINE STATE INSURANCE COMPANY**
(a Florida corporation)

Pursuant to Section 607.1105
of the Florida Business Corporation Act

FILED
05 FEB 14 PM 1:01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide as follows:

ARTICLE I

State of Incorporation; Surviving Corporation

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

Name	State of Incorporation
QualSure Insurance Corporation	Florida
Sunshine State Insurance Company	Florida

Sunshine State Insurance Company, a Florida corporation, shall be the surviving corporation.

ARTICLE II

Plan of Merger

The Agreement and Plan of Merger providing for the merger of QualSure Insurance Corporation, with and into Sunshine State Insurance Company, is attached hereto as Exhibit A (the "Agreement and Plan of Merger").

ARTICLE III

Approval of the Plan

The Board of Directors of QualSure Insurance Corporation, reviewed, considered, and on November 23, 2004 pursuant to the affirmative vote of a majority of the directors in accordance

with Section 607.0824(3) of the FBCA duly adopted the Agreement and Plan of Merger, and presented the Agreement and Plan of Merger to the sole shareholder of QualSure Insurance Corporation in accordance with Section 607.1101 of the FBCA. Thereafter, the sole shareholder of QualSure Insurance Corporation adopted and approved the Agreement and Plan of Merger on November 23, 2004 pursuant to an action by written consent in accordance with Section 607.0704 of the FBCA.

The Board of Directors of Sunshine State Insurance Company, reviewed, considered, and on November 23, 2004 pursuant to affirmative vote of a majority of the directors in accordance with Section 607.0824(3) of the FBCA of the FBCA duly adopted the Agreement and Plan of Merger, and presented the Agreement and Plan of Merger to the sole shareholder of Sunshine State Insurance Company in accordance with Section 607.1101 of the FBCA. Thereafter, the sole shareholder of Sunshine State Insurance Company adopted and approved the Agreement and Plan of Merger on November 23, 2004 pursuant to an action by written consent in accordance with Section 607.0704 of the FBCA.


ARTICLE IV **Effective Time**

These Articles of Merger shall become effective on the date and at the time accepted for filing by the Department of State of the State of Florida.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the constituent corporations have caused these Articles of Merger to be executed this 31st day of DECEMBER, 2004.

QUALSURE INSURANCE CORPORATION,
a Florida corporation

By: 
Name: RICHARD L. ERVIN, JR.
Title: CEO & SECRETARY

SUNSHINE STATE INSURANCE COMPANY,
a Florida corporation

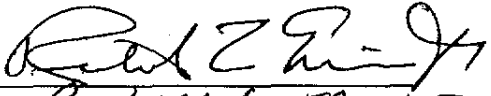
By: 
Name: RICHARD L. ERVIN, JR.
Title: CEO & SECRETARY

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger (this "Agreement"), dated as of November 23, 2004, by and among QualSure Holding Corporation, a Florida corporation ("QualSure"), QualSure Insurance Corporation, a Florida corporation and wholly-owned subsidiary of QualSure ("Target"), Sunshine State Holding Corporation, a Delaware corporation and wholly-owned subsidiary of Target ("Parent"), and Sunshine State Insurance Company, a Florida corporation and wholly-owned subsidiary of Parent (the "Company").

RECITALS

WHEREAS, the boards of directors of QualSure, Target, Parent and the Company have each duly approved and adopted this Agreement and the proposed merger of the Target with and into the Company pursuant to the terms and conditions of this Agreement and in accordance the Florida Business Corporation Act (the "Florida Act");

WHEREAS, QualSure, as the sole shareholder of the Target, and Parent, as the sole shareholder of the Company, have each duly approved and adopted this Agreement and the proposed merger of the Target with and into the Company pursuant to the terms and conditions of this Agreement and in accordance with the Florida Act;

WHEREAS, pursuant to the merger of Target with and into the Company, among other things, each issued and outstanding share of common stock, par value \$0.01 per share, of the Target (the "Target Common Stock") will be exchanged and converted into 100 shares of common stock, par value \$0.01 per share, of Parent (the "Parent Common Stock") in the manner set forth in Article 2 hereof, upon the terms and subject to the conditions set forth in this Agreement and the Florida Act (collectively, the "Merger");

WHEREAS, as a result of consummation of the Merger, (a) the separate of existence of Target will cease, (b) the Company will be the surviving corporation and will remain a wholly-owned subsidiary of Parent, and (c) Parent will remain a wholly-owned subsidiary of QualSure; and

WHEREAS, the Merger is subject to the satisfaction of certain conditions, including the approval of the Florida Department of Financial Services, Office of Insurance Regulation ("OIR").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the representations, warranties, covenants, agreements, conditions and promises contained herein, the parties hereby agree as follows:

ARTICLE 1

GENERAL

1.1 The Merger. In accordance with the provisions of this Agreement and the Florida Act, the Target shall be merged with and into the Company.

1.2 The Effective Time of the Merger. The Merger shall become effective (the "Effective Time") upon acceptance for filing of the Articles of Merger (as defined in Section 4.2(a)) by the Secretary of State of the State of Florida.

1.3 Effect of Merger. At the Effective Time, (a) the separate existence of the Target shall cease, (b) the Target shall be merged with and into the Company, (c) the Company shall be the surviving corporation (the "Surviving Corporation"), (d) the Surviving Corporation shall possess all of the rights, privileges and powers of the Target and the Company, (e) the title to all real estate and other property, or any interest therein, owned by the Target and the Company shall be vested in the Surviving Corporation without reversion or impairment, (f) the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Target and the Company, (g) any claim existing or action or proceeding pending by or against the Target or the Company may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in the proceeding for the Target, and (h) neither the rights of creditors nor any liens upon the property of the Target or the Company shall be impaired by the Merger, all as provided in Section 607.1106 of the Florida Act.

1.4 Organizational Documents, Directors and Officers of the Surviving Corporation. From and after the Effective Time, (a) the Articles of Incorporation of the Company (the "Company Articles of Incorporation"), unless and until altered, amended or repealed as provided in the Florida Act shall be the Articles of Incorporation of the Surviving Corporation; provided, however, that Article V of the Company Articles of Incorporation shall be amended to reduce the par value per share of Common Stock of the Company from \$2,000 to \$100, (b) the bylaws of the Company (the "Company Bylaws"), unless and until altered, amended or repealed as provided in the Florida Act and the Company Articles of Incorporation, shall be the bylaws of the Surviving Corporation, (c) the following persons shall be the directors of the Surviving Corporation, unless and until removed, or until their respective terms of office shall have expired, in accordance with the Florida Act, the Company Articles of Incorporation and the Company Bylaws: Bruce K. Howson, Brian R. McGuire, Tal P. Piccione, Richard Davies, John N. Lombardo (who shall be Chairman of the Board) and Gerrard Lee-Inniss, and (d) the officers of the Company shall be the officers of the Surviving Corporation, unless and until removed, or until their terms of office shall have expired, in accordance with the Florida Act and the Company Bylaws.

1.5 Taking of Necessary Action. Prior to the Effective Time, the parties hereto shall exercise reasonable best efforts to do or cause to be done all such acts and things as may be necessary or appropriate in order to effectuate the Merger as expeditiously as reasonably practicable, in accordance with this Agreement and the Florida Act.

1.6 Tax-Free Reorganization. For Federal income tax purposes, the parties intend that the Merger be treated as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"). The parties to this Agreement hereby adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations. The parties shall not take a position on any tax return inconsistent with this Section 1.6, unless otherwise required by a taxing authority.

1.7 **Closing.** Subject to the provisions of Article 5, the closing of the Merger (the "Closing") will take place as soon as reasonably practicable after the satisfaction of all conditions set forth in Section 4.1. The Closing shall take place at the offices of Carlton Fields, PA, 4221 West Boy Scout Boulevard, Tampa, Florida 33601, unless another place is agreed to by the parties. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or day on which banks are required or permitted to close in the State of Florida.

ARTICLE 2

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS; EXCHANGE OF CERTIFICATES

2.1 **Total Consideration; Effect on Capital Stock.** The entire consideration payable by Parent with respect to all outstanding shares of capital stock of the Target and for all options (whether vested or unvested) warrants, rights, calls, commitments or agreements of any character to which the Target is a party or by which it is bound calling for the issuance of shares of capital stock of the Target or any securities convertible into or exercisable or exchangeable for, or representing the right to purchase or otherwise receive, directly or indirectly, any such capital stock, or other arrangement to acquire, at any time or under any circumstance, capital stock of the Target or any such other securities, if any, shall be an aggregate of 100 shares of Parent Common Stock. At the Effective Time, subject and pursuant to the terms and conditions of this Agreement, by virtue of the Merger and without any further action on the part of the Target, the Company, the Parent or QualSure, the following actions and events shall occur:

(a) **Capital Stock of the Target and the Company.** Each share of common stock of the Company held by the Parent shall remain issued and outstanding following the Merger.

(b) **Cancellation of Certain Shares of Target Stock; Cancellation of Certain Shares of Parent Stock.** Each share of Target Common Stock that is (i) owned by the Target as treasury stock, (ii) authorized but unissued, (iii) owned by any subsidiary of the Target, or (iv) owned by Parent or any subsidiary of Parent, shall be cancelled and no Parent Common Stock or other consideration shall be delivered in exchange therefor. Each share of Parent Common Stock that is owned by the Target shall be cancelled and no consideration shall be delivered in exchange therefor.

(c) **Exchange and Conversion of Target Common Stock.** All of the shares of Target Common Stock owned by QualSure shall be exchanged and converted into 100 shares of Parent Common Stock. The shares of Parent Common Stock to be issued to QualSure upon the exchange and conversion of the Target Common Stock in accordance with this Section 2.1(c) are sometimes referred to herein as the "Merger Shares".

2.2 **Procedure for Exchange.** Following the Effective Time, Parent shall deliver to QualSure a certificate representing the Merger Shares, against receipt by Parent of the certificate(s) representing the shares Target Common Stock owned by QualSure (the "Target Certificate") for cancellation and such other documents as may be reasonably required by Parent.

The Target Certificate shall forthwith be cancelled. Upon the request of QualSure and the further surrender by QualSure of any existing certificates for Parent Common Stock, Parent shall instead issue to QualSure a single certificate representing both the Merger Shares and the shares of Parent Common Stock owned by QualSure prior to the Effective Time. Until surrendered as contemplated by this Section 2.2, the Target Certificate shall be deemed, on and after the Effective Time, to represent only the right to receive upon such surrender, the Merger Shares, without interest.

2.3 No Further Ownership Rights in Target Common Stock. All Merger Shares issued upon the surrender for exchange of shares of Target Common Stock in accordance with the terms of this Article 2 shall be deemed to have been issued in full satisfaction of all rights pertaining to such Target Common Stock.

2.4 Lost, Stolen or Destroyed Target Certificates. In the event the Target Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit to that effect by QualSure and, if required by Parent, the posting by QualSure of a bond in such amount as Parent may reasonably direct as indemnity against any claim that may be made against Parent with respect to such Target Certificate, Parent will issue in exchange for such lost, stolen or destroyed Target Certificate the Merger Shares deliverable in respect thereof pursuant to this Agreement.

2.5 Target Options; Other Securities. At the Effective Time, each of the Target's then outstanding employee, director and consultant stock options issued under any Target option plan or otherwise, in each case which have not been terminated, exercised or otherwise converted as of the Effective Time, by virtue of the Merger, shall be terminated and shall no longer be exercisable.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Target. The Target represents and warrants to Parent and the Company that:

(a) **Organization; Good Standing; Qualification and Power.** The Target (i) is a corporation duly organized, validly existing and is in good standing in the State of Florida, (ii) has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted, to enter into this Agreement, to perform its obligations hereunder, and to consummate the Merger, and (iii) is duly qualified and in good standing to do business in those jurisdictions in which the failure to be so qualified and in good standing could reasonably be expected to have a Target Material Adverse Effect. As used herein, "Target Material Adverse Effect" shall mean a material adverse effect on the business, condition (financial or otherwise), assets, properties, operations, results of operations, prospects, affairs or liabilities of the Target.

(b) **Capital Stock; Securities.** The authorized capital stock of the Target consists of 10,000 shares of Target Common Stock, of which 5000 shares are issued and

outstanding. All of the issued and outstanding shares of Target Common Stock are owned by QualSure. All outstanding shares of Target Common Stock are validly issued and outstanding, fully paid and non-assessable and not subject to preemptive rights. There are no options, warrants, rights, calls, convertible debt instruments, commitments or agreements of any character to which the Target is a party, or by which the Target is bound, calling for the issuance of shares of capital stock or other equity securities of the Target.

(c) **Authority.** The execution, delivery and performance by the Target of this Agreement and the consummation of the transactions contemplated hereby and have been duly and validly authorized by all necessary corporate action on the part of the Target; and this Agreement has been duly and validly executed and delivered by the Target, and this Agreement is the valid and binding obligation of the Target, enforceable against the Target in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by principles of equity regardless of whether such enforceability is considered a proceeding in law or equity.

3.2 Representations and Warranties of QualSure. QualSure represents and warrants to Parent and the Company as follows:

(a) **Title.** QualSure is the lawful and record and beneficial owner of, and has good and valid title to all of the issued and outstanding shares of Target Common Stock, with the full power and authority to vote such Target Common Stock and transfer and otherwise dispose of such Target Common Stock and any and all rights and benefits incident to the ownership thereof free and clear of all encumbrances.

(b) **Authority - General.** QualSure has full and absolute power and authority to enter into this Agreement, and this Agreement has been duly executed and delivered by QualSure, and is the valid and binding obligation of QualSure, enforceable against QualSure in accordance with its terms.

(c) **Investment Representations.**

(i) QualSure:

(1) is acquiring the Merger Shares for its own account and not as a nominee or agent for any other person and with no present intention of distributing or reselling such shares or any part thereof in any transactions that would be in violation of the Securities Act of 1933, as amended (the "Securities Act") or any state securities or "blue-sky" laws;

(2) understands (A) that the Merger Shares have not been registered for sale under the Securities Act or any state securities or "blue-sky" laws in reliance upon exemptions therefrom, which exemptions depend upon, among other things, the bona fide nature of the investment intent of QualSure as expressed herein, (B) that the Merger Shares must be held indefinitely and not sold until such shares are registered under the Securities Act and any applicable state securities or "blue-sky" laws, unless an exemption from such registration is

available, (C) that Parent is under no obligation to so register such Merger Shares and (D) that the certificate(s) evidencing the Merger Shares will be imprinted with the following legend:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES OR “BLUE-SKY” LAWS. THESE SECURITIES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM.”

(3) has had an opportunity to ask questions of and has received satisfactory answers from the officers of Parent or persons acting on Parent's behalf concerning Parent and the terms and conditions of an investment in Parent Common Stock;

(4) is aware of Parent's business affairs and financial condition and has acquired sufficient information about Parent to reach an informed and knowledgeable decision to acquire the Merger Shares to be issued to him or it;

(5) can afford to suffer a complete loss of his, her or its investment in such Merger Shares;

(6) is familiar with the provisions of Rule 144 promulgated under the Securities Act which, in substance, permits limited public resale of “restricted securities” acquired, directly or indirectly, from the issuer thereof, in a non-public offering subject to the satisfaction of certain circumstances which require among other things: (A) the availability of certain public information about the issuer, (B) the resale occurring not less than one year after the party has purchased, and made full payment for, within the meaning of Rule 144, the securities to be sold; and, in the case of an affiliate, or of a non-affiliate who has held the securities less than two years, the amount of securities being sold during any three month period not exceeding the specified limitations stated therein, if applicable and (C) the sale being made through a broker in an unsolicited “broker's transaction” or in transactions directly with a market maker (as defined under the Securities Exchange Act of 1934, as amended);

(7) understands that in the event all of the applicable requirements of Rule 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the Staff of the SEC has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk; and

(8) has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of acquiring and holding shares of Parent Common Stock.

(ii) QualSure is an “accredited investor” within the meaning of Rule 501(a) under the Securities Act.

3.3 Representations and Warranties of Parent and the Company. Parent and the Company represent and warrant to the Target and QualSure as follows:

(a) **Organization; Good Standing; Qualification and Power.** The Parent (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and (ii) has all requisite power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted, to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The Company (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and (ii) has all requisite power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted, to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(b) **Authority.** The execution, delivery and performance by Parent and the Company of this Agreement and the consummation of the transactions contemplated hereby has been duly authorized by all necessary corporate action on the part of Parent and the Company. This Agreement is a valid and binding obligation of Parent and the Company, enforceable against Parent and the Company in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors’ rights generally and by principles of equity regardless of whether such enforceability is considered a proceeding in law or equity.

(c) **Merger Shares.** The Merger Shares, when issued, shall be duly issued, fully paid, non-assessable and not subject to preemptive rights.

ARTICLE 4

CLOSING CONDITIONS; CLOSING DELIVERABLES AND ACTIONS

4.1 Conditions to Closing. The respective obligations of each party to perform this Agreement and consummate the Merger and the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions, unless waived by both parties pursuant to Section 5.8 of this Agreement:

(a) **Authorization of the Merger.** All action necessary to authorize the execution, delivery and performance of this Agreement, the Articles of Merger (as defined below) and the consummation of the Merger and the other transactions contemplated hereby shall have been duly and validly taken, and not withdrawn, by the boards of directors and shareholders of each of the Target, the Company, QualSure and the Parent.

(b) **Approvals.** All authorizations, consents, orders or approvals of, or declarations or filings with or expiration of waiting periods imposed by any governmental authority, including any required by the OIR, necessary for the consummation of the transactions contemplated hereby shall have been obtained or made or shall have occurred.

(c) **No Legal Action.** No temporary restraining order, preliminary injunction or permanent injunction or other order preventing the consummation of the Merger shall have been issued by any Federal or state court or other governmental authority and remain in effect.

(d) **Representations and Warranties.** With respect to the Parent and the Company, the representations and warranties of the Target and QualSure shall be true and correct in all material respects as of the date of the Closing. With respect to QualSure and the Target, the representations and warranties of the Parent and the Company shall be true and correct in all material respects as of the date of the Closing.

4.2 Closing Deliverables and Actions. The following documents and such other items shall be delivered at or prior to the closing and the following actions shall be taken at or prior to the Closing:

(a) **Articles of Merger.** Articles of Merger, satisfying all of the requirements of the Florida Act, attaching this Agreement and in form and substance reasonably satisfactory to all parties hereto (the "Articles of Merger"), shall have been executed and delivered by both the Target and the Company and filed with and accepted for filing by the Secretary of State of the State of Delaware.

ARTICLE 5

MISCELLANEOUS

5.1 Entire Agreement. This Agreement and the other writings referred to herein contain the entire agreement among the parties hereto with respect to the transactions contemplated hereby and supersede all prior agreements or understandings, written or oral, among the parties with respect thereto.

5.2 Descriptive Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

5.3 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by nationally-recognized overnight courier or by registered or certified mail, postage prepaid, return receipt requested or by facsimile, with confirmation. All such notices or communications shall be deemed to be received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of nationally-recognized overnight courier, on the next Business Day after the date when sent, (c) in the case of facsimile transmission, upon confirmed receipt, and (d) in the case of mailing, on the date set forth on the recipients execution of the return receipt.

5.4 Counterparts. This Agreement may be executed in any number of counterparts by original or facsimile signature, each such counterpart shall be an original instrument, and all such counterparts together shall constitute one and the same agreement.

5.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

5.6 Benefits of Agreement. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assignable by any party hereto without the consent of the other parties hereto.

5.7 Pronouns. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof whenever the context and facts require such construction.

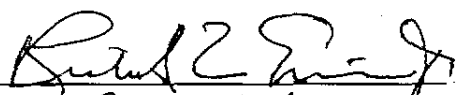
5.8 Amendment, Modification and Waiver. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed by the Target, QualSure, the Company and the Parent; provided, however, that any party to this Agreement may waive in writing any obligation owed to it by any other party under this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

5.9 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

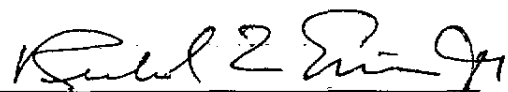
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf as of the date set forth above.

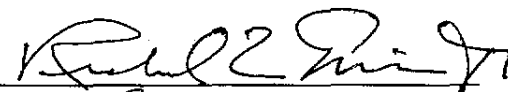
QUALSURE HOLDING CORPORATION

By: 
Name: RICHARD L. ERVIN, JR.
Title: CFO & SECRETARY

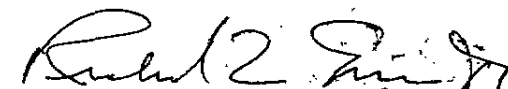
QUALSURE INSURANCE CORPORATION

By: 
Name: RICHARD L. ERVIN, JR.
Title: CFO & SECRETARY

SUNSHINE STATE HOLDING CORPORATION

By: 
Name: RICHARD L. ERVIN, JR.
Title: CFO & SECRETARY

SUNSHINE STATE INSURANCE COMPANY

By: 
Name: RICHARD L. ERVIN, JR.
Title: CFO & SECRETARY