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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Patent & TMO/TM Mail Rpt Dt. #72

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year  
06 29 1998
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name FOREMOST CORPORATION OF AMERICA

06 17 1998

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name FOREMOST CORPORATION OF AMERICA

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 5600 Beech Tree Lane

Address (line 2) \_\_\_\_\_

Address (line 3) Caledonia Michigan 49316  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Michigan

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
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**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

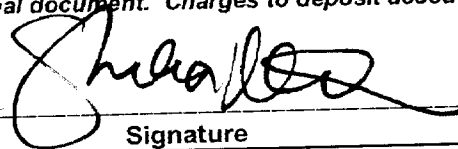
Deposit Account Number:

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sheldon H. Klein, Esq.  
Name of Person Signing

  
Signature

3-23-01  
Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

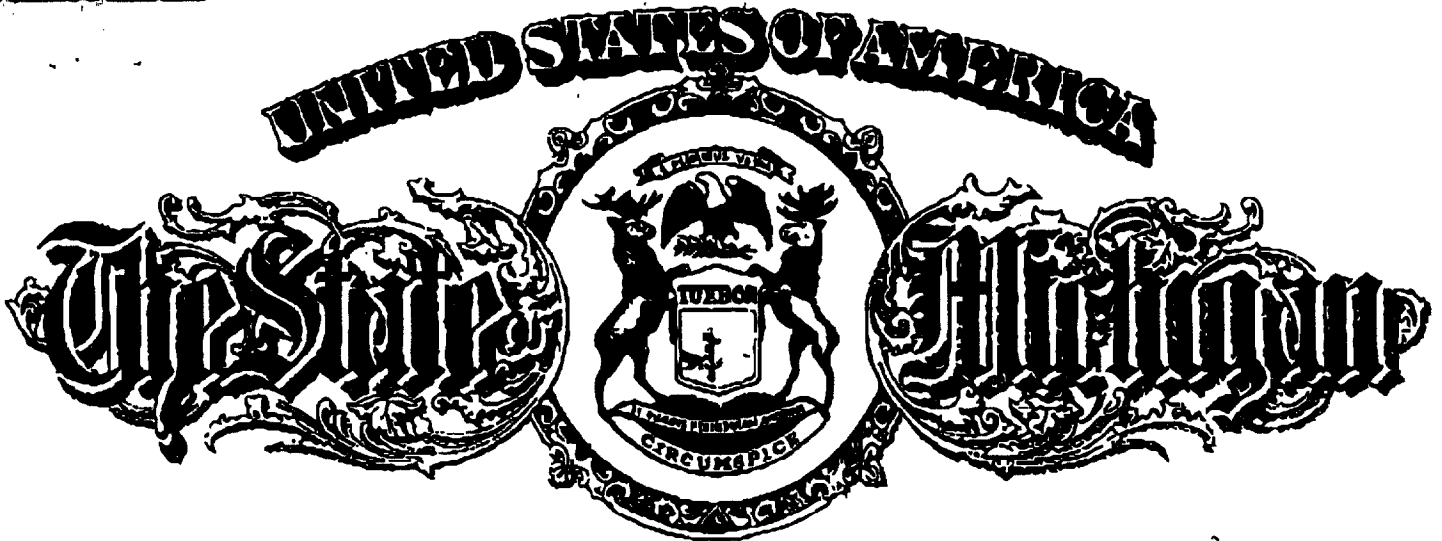
**Trademark Application Number(s)**

**Registration Number(s)**

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1,515,781	2,414,933	<input type="text"/>
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929,339	<input type="text"/>	<input type="text"/>
2,307,002	<input type="text"/>	<input type="text"/>

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**Michigan Department of Consumer and Industry Services**

Lansing, Michigan

*This is to Certify that the Annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.*

STATE OF MICHIGAN  
 COUNTY OF SHELBY  
 RECEIVED FOR RECORD  
 98 JUL - 1 PM 2:59  
 REG. OF DEEDS  
*Lucy J. [Signature]*

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 29th day of June, 1998.*

*Julie Croll*

, Director

Corporation, Securities and Land Development Bureau  
**TRADEMARK**

REEL: 002260 FRAME: 0860

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<b>MICHIGAN DEPARTMENT OF COMMERCE - CORPORATIC</b>		0520	030&FI	\$62.50
Date Received		(FOR BUREAU USE ONLY)		
JUN 26 1998		<b>FILED</b>		
		JUN 29 1998		
PH. 517-663-2525 Ref # 84047 Attn: Cheryl J. Bixby <b>MICHIGAN RUNNER SERVICE</b> P.O. Box 266 Eaton Rapids, MI. 48827-0266		Administrator MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU		
		<b>EFFECTIVE DATE: 6-30-98</b>		
DOCUMENT WILL BE RETURNED TO THE NAME AND ADDRESS INDICATED ABOVE				

**CERTIFICATE OF MERGER  
OF  
FOREMOST CORPORATION OF AMERICA  
INTO  
FOREMOST-MICHIGAN CORPORATION**

*Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), the undersigned corporations execute the following Certificate:*

This Certificate of Merger is filed pursuant to Section 712 of the Michigan Business Corporation Act, as amended (the "Michigan Business Corporation Act"). This Certificate of Merger pertains to the Agreement and Plan of Merger dated as of June 30, 1998 (the "Plan of Merger"), between Foremost Corporation of America, a Delaware corporation ("Foremost"), and Foremost-Michigan Corporation, a Michigan corporation ("Foremost-Michigan"), a copy of which is attached to this Certificate of Merger.

1. The Plan of Merger is as follows:

(a) The name of each constituent corporation and its identification number is:

<u>Name</u>	<u>Corporation Identification Number</u>
Foremost Corporation of America	627-165
Foremost-Michigan Corporation	530-850

(b) The name of the surviving corporation is Foremost-Michigan Corporation and its identification number is 530-850.

1988 11 15 10 10 10

**CERTIFICATE OF MERGER**  
- Continued -

(c) For each constituent corporation, state:

<i>Name of corporation</i>	<i>Designation and number of outstanding shares in each class or series</i>	<i>Class or series of shares entitled to vote</i>	<i>Class or series entitled to vote as a class</i>
Foremost Corporation of America	Common Stock \$1.00 par value 27,243,940 shares	Common Stock	None
Foremost-Michigan Corporation	Common Stock \$1.00 par value 100 shares	Common Stock	None

The number of outstanding shares of the Common Stock of Foremost is subject to change before the effective time of the merger due to the issuance of additional shares of Common Stock upon the exercise of employee stock options and the grant or sale of shares to, or for the account of, directors and employees pursuant to other benefit plans, and the issuance of additional shares if and as authorized by the board of directors of Foremost.

2. (a) The manner and basis of converting shares are as follows: The terms and conditions of the merger are fully set forth in the Plan of Merger attached as **Appendix A**, which is incorporated into and made a part of this Certificate of Merger. The manner and basis of converting each share of Foremost Common Stock into shares of Foremost-Michigan Common Stock are described in Article IV of the Plan of Merger. Under those provisions, each issued and outstanding share of Foremost Common Stock will be converted into one validly issued, fully paid, and nonassessable share of Foremost-Michigan Common Stock.

(b) The amendments to the Articles of the surviving corporation to be effected by the merger are as follows:

**ARTICLE I**

**NAME**

The name of the corporation is Foremost Corporation of America ✓

**ARTICLE IV**

**CAPITAL STOCK**

The total number of shares of stock which the Corporation shall have authority to issue is 70,000,000 shares of Common Stock, each with a par value

**CERTIFICATE OF MERGER**

- *Continued* -

of \$1.00, and 10,000,000 shares of Preferred Stock, without par value. Preferred Shares may be issued in series, each series being composed of such number of shares and having such dividend, liquidation, voting, conversion, redemption and other rights, if any, as the Board of Directors may determine from time to time by resolution.

The following provisions shall apply to the authorized stock of the corporation:

**A. Provisions Applicable to Common Stock.**

1. *No Preference.* Except as provided by law or by the Corporation's shareholder rights plan, as in effect from time to time, none of the shares of the Common Stock shall be entitled to any preferences, and each share of Common Stock shall be equal to every other share of said Common Stock in every respect.

2. *Dividends.* After payment or declaration of full dividends on all shares having a priority over the Common Stock as to dividends, and after making all required sinking or retirement fund payments, if any, on all classes of preferred shares and on any other stock of the Corporation ranking as to dividends or assets prior to the Common Stock, dividends on the shares of Common Stock may be declared and paid, but only when and as determined by the Board of Directors.

3. *Rights on Liquidation.* On any liquidation, dissolution, or winding up of the affairs of the Corporation, after there shall have been paid to or set aside for the holders of all shares having priority over the Common Stock the full preferential amounts to which they are respectively entitled, the holders of the Common Stock shall be entitled to receive pro rata all the remaining assets of the Corporation available for distribution to its shareholders.

4. *Voting.* At all meetings of shareholders of the Corporation, the holders of the Common Stock shall be entitled to one vote for each share of Common Stock held by them respectively.

**B. Provisions Applicable to Preferred Stock.**

1. *Issuance in Series.* The authorized shares of Preferred Stock may be issued from time to time in one or more series, each of such series to have such designations, powers, preferences, and relative, participating, optional, or other rights, and such qualifications, limitations, or restrictions, as may be stated in a resolution or resolutions providing for the issue of such series adopted by the

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**CERTIFICATE OF MERGER***- Continued -*

**Board of Directors.** Authority is hereby expressly granted to the Board of Directors, subject to the provision of this Article, to authorize the issuance of any authorized and unissued shares of Preferred Stock (whether or not previously designated as shares of a particular series, and including shares of any series issued and thereafter acquired by the corporation) as shares of one or more series of Preferred Stock, and with respect to each series to determine and designate by resolution or resolutions providing for the issuance of such series:

(a) The number of shares to constitute the series and the title thereof;

(b) Whether the holders shall be entitled to cumulative or noncumulative dividends, and, with respect to shares entitled to cumulative dividends, the date or dates from which such dividends shall be cumulative, the rate of the annual dividends thereon (which may be fixed or variable and may be made dependent upon facts ascertainable outside of the Articles of Incorporation), the dates of payment thereof, and any other terms and conditions relating to such dividends;

(c) Whether the shares of such series shall be redeemable, and, if redeemable, whether redeemable for cash, property, or rights, including securities of any other corporation, and whether redeemable at the option of the holder or the Corporation or upon the happening of a specified event, the limitations and restrictions with respect to such redemption, the time or times when, the price or prices or rate or rates at which, the adjustments with which, and the manner in which such shares shall be redeemable, including the manner of selecting shares of such series for redemption if less than all shares are to be redeemed, and the terms and amount of a sinking fund, if any, provided for the purchase or redemption of such shares;

(d) Whether the shares of such series shall be participating or nonparticipating, and, with respect to participating shares, the date or dates from which the dividends shall be participating, the rate of the dividends thereon (which may be fixed or variable and may be made dependent upon facts ascertainable outside of the Articles of Incorporation), the dates of payment thereof, and any other terms and conditions relating to such additional dividends;

(e) The amount per share payable to holders upon any voluntary or involuntary liquidation, dissolution, or winding up of the affairs of the Corporation;



**CERTIFICATE OF MERGER**

*- Continued -*

(f) The conversion or exchange rights, if any, of such series, including, without limitation, the price or prices, rate or rates, and provisions for the adjustment thereof (including provisions for protection against the dilution or impairment of such rights), and all other terms and conditions upon which shares constituting such series may be converted into, or exchanged for, shares of any other class or classes or series;

(g) The voting rights per share, if any, of each such series, provided that in no event shall any shares of any series be entitled to more than one vote per share; and

(h) All other rights, privileges, terms, and conditions that are permitted by law and are not inconsistent with this Article.

All shares of Preferred Stock shall rank equally and be identical in all respects except as to the matters specified in this Article or any amendment thereto, or the matters permitted to be fixed by the Board of Directors, and all shares of any one series thereof shall be identical in every particular except as to the date, if any, from which dividends on such shares shall accumulate.

2. *Dividends.* The holders of shares of each series of Preferred Stock shall be entitled to receive, when, as, and if declared by the Board of Directors, dividends at, but not exceeding, the dividend rate fixed for such series by the Board of Directors pursuant to the provisions of this Article.

3. *Liquidation Preference.* Upon the liquidation, dissolution, or winding up of the affairs of the Corporation, whether voluntary or involuntary, the holders of each series of Preferred Stock shall be entitled to receive in full out of the assets of the Corporation available for distribution to shareholders (including its capital) before any amount shall be paid to, or distributed among, the holders of Common Stock, an amount or amounts fixed by the Board of Directors pursuant to the provisions of this Article. If the assets of the Corporation legally available for payment or distribution to holders of the Preferred Stock upon the voluntary or involuntary liquidation, dissolution, or winding up of the affairs of the Corporation are insufficient to permit the payment of the full preferential amount to which all outstanding shares of the Preferred Stock are entitled, then such assets shall be distributed ratably upon outstanding shares of the Preferred Stock in proportion to the full preferential amount to which each such share shall be entitled. After payment to holders of the Preferred Stock of the full preferential amount, holders of the Preferred Stock as such shall have no right or claim to any of the remaining assets of the corporation. The merger or consolidation of the Corporation into or with any other corporation, or the merger

**CERTIFICATE OF MERGER**

*- Continued -*

of any other corporation into the Corporation, or the sale, lease, or conveyance of all or substantially all of the property or business of the Corporation, shall not be deemed to be a dissolution, liquidation, or winding up for purposes of this Section 3.

(c) The Plan of Merger will be furnished by the surviving corporation, on request and without costs, to any shareholder of any constituent profit corporation.


3. This merger is permitted by the laws of the state of Delaware, the jurisdiction under which Foremost is organized, and the Plan of Merger was adopted and approved by such corporation pursuant to and in accordance with the laws of that jurisdiction.

4. The merger shall be effective on June 30, 1998.

5. The Plan of Merger was approved by the Board of Directors of Foremost-Michigan, the surviving Michigan corporation, without approval of the shareholders, in accordance with Section 703(a) of the Michigan Business Corporation Act.

**FOREMOST-MICHIGAN CORPORATION**

Dated: June 17, 1998

By  \_\_\_\_\_  
Richard L. Antonini  
Its Chairman, President, and Chief Executive Officer

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**APPENDIX A**  
**AGREEMENT AND PLAN OF MERGER**  
**OF**  
**FOREMOST CORPORATION OF AMERICA**  
**(a Delaware corporation)**  
**AND**  
**FOREMOST CORPORATION-MICHIGAN**  
**(a Michigan corporation)**

**THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is made and entered into by and between FOREMOST CORPORATION OF AMERICA ("Foremost" or the "Delaware Corporation"), a Delaware corporation, and its wholly owned subsidiary, FOREMOST CORPORATION-MICHIGAN ("Foremost-Michigan" or the "Michigan Corporation"), a Michigan corporation.**

The total number of shares of stock which the Michigan Corporation has or will have authority to issue consists or shall consist of 70,000,000 shares of Common Stock, par value \$1.00 per share, of which 100 shares are issued and outstanding and held by the Delaware Corporation as of the date hereof and 10,000,000 shares of Preferred Stock, without par value, of which no shares are outstanding. Each outstanding share of Common Stock of the Michigan Corporation is entitled to one vote on any matter submitted to the vote of the shareholders of the Michigan Corporation.

The total number of shares of stock which the Delaware Corporation has authority to issue consists of 35,000,000 shares of Common Stock, par value \$1.00 per share, of which 27,243,940 shares are issued and outstanding at the date hereof. Each outstanding share of Common Stock of the Delaware Corporation is entitled to one vote on any matter submitted to the vote of the stockholders. Additional shares of capital stock of the Delaware Corporation may be issued, and outstanding shares may be retired before the effective date of the Merger if authorized by action of the Board of Directors or upon the exercise of previously issued stock options. The Delaware Corporation does not have authorized preferred stock.

The Board of Directors of Foremost and Foremost-Michigan deem it in the best interests of said corporations and the stockholders of Foremost to merge Foremost into Foremost-Michigan pursuant to the provisions of the Michigan Business Corporation Act and Delaware General Corporation Law upon the terms and conditions set forth in this Plan of Merger.

**IN CONSIDERATION of the foregoing and of the agreements, covenants and provisions contained in this Plan of Merger, the Michigan Corporation and the Delaware Corporation hereby agree as follows:**

***ARTICLE I - General***

**Foremost and Foremost-Michigan (the "Constituent Corporations") shall be merged into a single corporation, in accordance with the provision of the laws of the state of Michigan and the state of Delaware by merging Foremost into Foremost-Michigan, which shall survive the Merger and thereafter be named "Foremost Corporation of America."**

***ARTICLE II - The Transaction***

**When the Merger shall become effective, all in accordance with, and as provided in, the provisions of this Plan of Merger and the applicable provisions of the laws of the state of Michigan and the state of Delaware (such time being hereinafter referred to as the "effective date of the Merger"):**

**1. The Constituent Corporation shall be a single corporation which shall be Foremost-Michigan (the "Surviving Corporation"), and the separate existence of Foremost shall cease.**

**2. The Surviving Corporation shall thereupon and thereafter have all rights, privileges, immunities and powers and be subject to all the duties and liabilities of a corporation under Michigan law and shall have and possess all the rights, privileges, immunities and franchises, public or private, of each of the Constituent Corporations.**

**3. All property, real, personal and mixed, all debts due on whatever account, including subscriptions to shares, all rights of actions and all other assets or interests of any description of or belonging to or due to each of the Constituent Corporations shall be deemed to be transferred and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired because of such Merger.**

**4. The Surviving Corporation shall be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations and all debts, liabilities and duties of the Constituent Corporations shall attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred and/or contracted by it; a claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if such Merger had not taken place or the Surviving Corporation may be substituted in the place of such Constituent Corporation; and the rights of**

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creditors and any lien upon the property of the Constituent Corporations shall not be impaired by such Merger.

5. All corporate acts, policies, agreements, arrangements, approvals and authorizations of the Delaware Corporation, its stockholders, Board of Directors and committees thereof, officers and agents, which were valid and effective immediately before the effective date of the Merger shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Delaware Corporation.

6. The employees and agents of Foremost on the effective date of the Merger shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Foremost.

7. The Bylaws of Foremost-Michigan as existing and constituted on the effective date of the Merger shall be and constitute the Bylaws of the Surviving Corporation until the same are altered or amended.

8. The directors of Foremost on the effective date of the Merger shall be and constitute the directors of the Surviving Corporation for the same terms to which they were elected as directors of Foremost until their successors are elected in accordance with law and the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation.

9. The officers of Foremost in office on the effective date of the Merger shall be and constitute the officers of the Surviving Corporation until their successors are elected or they are removed from office by the Board of Directors of the Surviving Corporation, in accordance with law and the provisions of the Bylaws of the Surviving Corporation.

10. The stock plans of Foremost, existing on the effective date of the Merger, including the Nonqualified Stock Option Plan of 1998, the Nonqualified Stock Option Plan of 1995, the Restricted Stock Plan, the Directors' Restricted Stock Plan, the Long-Term Incentive Plan and the Executive Stock Purchase Plan shall be assumed according to their terms by the Surviving Corporation, and all such stock plans shall constitute stock plans of the Surviving Corporation.

### ***ARTICLE III - Articles of Incorporation***

On the effective date of Merger, the Articles of Incorporation of Foremost-Michigan shall be amended as set forth in the Certificate of Merger filed with the Michigan Corporation, Securities and Land Development Bureau. From and after the effective date of the Merger, such Articles of Incorporation, as amended, shall be and constitute the Articles of Incorporation, as amended, of the Surviving Corporation until the same are altered or amended.

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#### ***ARTICLE IV - Conversion of Shares***

The manner and basis of converting the shares of each of the Constituent Corporations into shares of the Surviving Corporation are as follows:

1. On the effective date of the Merger, each of the 100 issued and outstanding shares of Common Stock of Foremost-Michigan, par value \$1.00 per share, all owned by Foremost, shall thereupon, and without the surrender of stock certificates or any other action, be canceled.

2. On the effective date of the Merger, each of the issued and outstanding shares of Common Stock of the Delaware Corporation, par value \$1.00 per share, shall thereupon, and without the surrender of stock certificates or any other action, be converted into one fully paid and nonassessable share of Common Stock, par value \$1.00 per share, of the Surviving Corporation. Each holder of shares of Common Stock of the Delaware Corporation outstanding immediately before the effective date of the Merger shall, upon such conversion, hold one share of Common Stock of the Surviving Corporation for each such share of Common Stock of the Delaware Corporation held.

3. On the effective date of the Merger, each owner of an outstanding certificate or certificates evidencing shares of Common Stock of the Delaware Corporation, par value \$1.00 per share, may, but shall not be required to (except as set forth below), surrender such certificate or certificates to the Surviving Corporation and, upon such surrender, to receive in exchange therefor a certificate or certificates evidencing the number of shares of Common Stock of the Surviving Corporation, par value \$1.00 per share, represented by the surrendered certificate. Until so surrendered, each outstanding certificate which, before the effective date of the Merger, evidenced shares of Common Stock of the Delaware Corporation shall be deemed, for all corporate purposes, to evidence the ownership of the number of full shares of Common Stock of the Surviving Corporation into which the shares of the Common Stock represented by such certificates shall have been converted as aforesaid.

#### ***ARTICLE V - Assets and Liabilities***

Upon the effective date of the Merger, (1) the respective assets of the Delaware Corporation and the Michigan Corporation shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such assets shall have been carried on their respective books immediately before the effective date of the Merger, except as provided in this Plan of Merger with respect to the cancellation of the shares of the Michigan Corporation outstanding before the effective date of the Merger; (2) the respective liabilities and reserves of the Delaware Corporation and the Michigan Corporation (excluding Common Stock, other paid-in capital and retained earnings) shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such liabilities and reserves shall have been carried on their respective books immediately before the effective date of the Merger; and (3) the Common Stock, other paid-in capital and retained earnings of the Delaware Corporation shall be taken up

on the books of the Surviving Corporation as Common Stock, other paid-in capital and retained earnings, respectively, in the amount at which the same shall be carried on the books of the Delaware Corporation immediately before the effective date of the Merger.

#### ***ARTICLE VI - Further Actions***

The Delaware Corporation shall, from time to time, as and when requested by the Surviving Corporation or its successors or assigns, execute and deliver or cause to be executed and delivered such deeds, instruments, assignments or assurances as the Surviving Corporation may deem necessary or desirable to vest in and confirm to the Surviving Corporation title to and possession of any property or rights of the Delaware Corporation acquired or to be acquired by reason of or as a result of the Merger, or otherwise to carry out the purposes of this Plan of Merger, and any person who, immediately before the Merger became effective, was an officer or director of the Delaware Corporation is hereby fully authorized in the name of the Delaware Corporation to execute any and all such deeds, instruments, assignments or assurances, or to take any and all such action.

#### ***ARTICLE VII - Conditions Precedent to Merger***

All obligations of the parties under this Plan of Merger are subject to the fulfillment (or waiver in writing by a fully authorized officer of the party entitled to the benefit of the applicable condition) of each of the following conditions:

1. The holders of a majority of the shares of Common Stock of the Delaware Corporation must have voted for adoption of the Plan of Merger;
2. Neither the Delaware Corporation nor the Michigan Corporation shall be subject to any order, decree or injunction of a court or agency enjoining or prohibiting the Merger; and
3. The Delaware Corporation and the Michigan Corporation shall have received any and all such approvals, consents, authorizations and licenses of all regulatory and other governmental authorities having jurisdiction as may be required to permit the performance by the Delaware Corporation and the Michigan Corporation of their respective obligations under this Plan of Merger and the consummation of the Merger.

#### ***ARTICLE VIII - Stockholder Approval***

This Plan of Merger shall be submitted to the stockholders of the Delaware Corporation as provided by Section 253(a) of the Delaware General Corporation Law as the same is now in effect and shall take effect, and be deemed and be taken to be the Plan of Merger of said corporations, upon the (1) adoption thereof, by the stockholders of the Delaware

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Corporation in accordance with the requirements of the laws of the state of Delaware; and (2) the filing and recording of such documents, and the doing of such acts and things, as shall be required to accomplish the Merger under the provisions of the applicable statutes of the states of Michigan and Delaware.

Anything in this Plan of Merger to the contrary notwithstanding, this Plan of Merger may, subject to the laws of the states of Michigan and Delaware, be amended, abandoned or postponed by either of the Constituent Corporations by appropriate action by their respective Boards of Directors at any time before the effective date of the Merger for any reason deemed appropriate by said Boards.

#### *ARTICLE IX - Service of Process*

The Surviving Corporation agrees that it may be served with process in the state of Delaware in any proceeding for enforcement of any obligation of the Delaware Corporation, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger provided for in this Plan of Merger, including any suit or other proceeding to enforce the right (if any) of any stockholder as determined in appraisal proceedings pursuant to Section 262 of the Delaware General Corporation Law, and irrevocably appoints the Secretary of State of the state of Delaware as its agent to accept service of any such process. A copy of any such process shall be mailed by such Secretary of State to Paul D. Yared, Foremost Corporation of America, Post Office Box 2450, Grand Rapids, Michigan 49501.

#### *ARTICLE X - Abandonment of Merger*

This Plan of Merger may be terminated and the Merger abandoned at any time before the effective date of the Merger (notwithstanding that adoption of this Plan of Merger by the stockholders of the Delaware Corporation previously may have been obtained) by mutual consent of the Boards of Directors of the Delaware Corporation and the Michigan Corporation.




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IN WITNESS WHEREOF, each of the Constituent Corporations, pursuant to authority duly given by resolution adopted by its Board of Directors, has caused this Plan of Merger to be executed in its name by its President and Chief Executive Officer and its corporate seal to be affixed and attested by its Secretary on this 17<sup>th</sup> day of June, 1998.

FOREMOST CORPORATION OF AMERICA  
(a Delaware corporation)

By   
Richard L. Antonini  
Its President and Chief Executive Officer


ATTEST:

  
Paul D. Yared  
Its Secretary

FOREMOST CORPORATION-MICHIGAN  
(a Michigan corporation)

By   
Richard L. Antonini  
Its President and Chief Executive Officer

ATTEST:

  
Paul D. Yared  
Its Secretary