

125201

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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PICK-UP

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WAIT

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MAIL

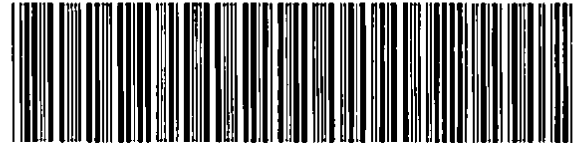
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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2020 DEC -8 PM 4:08

2020 DEC -8 AM 8:07  
TALMADGE

FILED

DEC 1 2020

Nelson Mullins

Requester's Name

Bouard and Cassel

Address

Char. Lee

City/State/Zip

850-205-3318

Phone #

Office Use Only

**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. Beyers Funeral Home Inc 125201  
(Corporation Name) (Document #)

2. Purcell Funeral Home, Inc. PO5000168314  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

- ☒ Walk in ☐ Pick up time \_\_\_\_\_ ☐ Certified Copy  
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

**NEW FILINGS**

- ☐ Profit  
☐ Not for Profit  
☐ Limited Liability  
☐ Domestication  
☐ Other

**AMENDMENTS**

- ☐ Amendment  
☐ Resignation of R.A., Officer/Director  
☐ Change of Registered Agent  
☐ Dissolution/Withdrawal  
☒ Merger

**OTHER FILINGS**

- ☐ Annual Report  
☐ Fictitious Name

**REGISTRATION/QUALIFICATION**

- ☐ Foreign  
☐ Limited Partnership  
☐ Reinstatement  
☐ Trademark  
☐ Other

Examiner's Initials

COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: **Beyers Funeral Home, Inc.**

Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

**D. Bedford Wilder**

Contact Person

**Nelson Mullins Broad and Cassel**

Firm/Company

**215 S. Monroe Street, Suite 400**

Address

**Tallahassee, FL 32301**

City/State and Zip Code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

**Bedford Wilder**

Name of Contact Person

At ( **850** ) **681-6810**

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**IMPORTANT NOTICE:** Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

**ARTICLES OF MERGER**  
**OF**  
**PURCELL FUNERAL HOME, INC.**  
**(a Florida for-profit corporation)**  
**WITH AND INTO**  
**BEYERS FUNERAL HOME, INC.**  
**(a Florida for-profit corporation)**

The following ARTICLES OF MERGER are submitted to merge the following two Florida corporations in accordance with Sections 607.1101 – 607.1107 of the Florida Statutes:

1. The exact names, forms / entity types, and jurisdictions for each merging party are as follows:

- (a) PURCELL FUNERAL HOME, INC., a Florida corporation (the “*Disappearing Entity*”); and
- (b) BEYERS FUNERAL HOME, Inc., a Florida corporation (the “*Surviving Entity*”).

2. Attached hereto as Exhibit A is a copy of the agreement and plan of merger (the “*Agreement and Plan of Merger*”), dated effective as of December 1, 2020, by and between the Surviving Entity and the Disappearing Entity, setting forth the plan of merger whereby the Disappearing Entity will merge with and into the Surviving Entity.

3. The Agreement and Plan of Merger was approved, ratified and adopted by the shareholders and directors of the Disappearing Entity by unanimous written consent on December 1, 2020, in accordance with the applicable provisions of Florida law.

4. The Agreement and Plan of Merger was approved, ratified and adopted by the shareholders and directors of the Surviving Entity by unanimous written consent on December 1, 2020, in accordance with the applicable provisions of Florida law.

5. The Surviving Entity is a domestic Florida entity. The principal office address of the Surviving Entity is 1123 West Main Street, Leesburg, FL 34748.

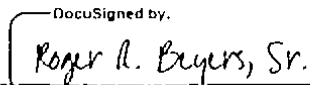
6. The effective date of the merger is December 1, 2020.

[REMAINDER OF PAGE INTENTIONALLY BLANK: SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered these Articles of Merger.

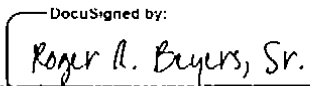
**DISAPPEARING ENTITY:**

PURCELL FUNERAL HOME, INC., a  
Florida corporation

By:   
7F9164DF58154B3  
Roger A. Beyers, Sr.  
President

**SURVIVING ENTITY:**

BEYERS FUNERAL HOME, INC.,  
a Florida corporation

By:   
7F9164DF58154B3  
Roger A. Beyers, Sr.  
President

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

[SEE ATTACHED]

**AGREEMENT AND PLAN OF MERGER  
OF**

**PURCELL FUNERAL HOME, INC.  
(a Florida for-profit corporation)**

**WITH AND INTO**

**BEYERS FUNERAL HOME, INC.  
(a Florida for-profit corporation)**

This AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is entered into and made effective as of the 1st day of December, 2020, by and between PURCELL FUNERAL HOME, INC., a Florida corporation (the "*Disappearing Entity*"), and BEYERS FUNERAL HOME, INC., a Florida corporation (the "*Surviving Entity*").

**BACKGROUND**

**WHEREAS**, the shareholders, directors and officers of the Disappearing Entity, and also the shareholders, directors and officers of the Surviving Entity, have determined that the transactions described in this Agreement are in the best interests of the parties hereto and have approved the transactions outlined and described in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements, obligations, representations, warranties and covenants herein contained, the parties agree as follows:

**PLAN OF MERGER**

1. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the provisions of Chapter 607 of the Florida Statutes, at the Effective Time (as defined below) of the merger, the Disappearing Entity shall be merged with and into the Surviving Entity (the "*Merger*"). As a result of the Merger, the separate existence of the Disappearing Entity shall thereupon cease, and the Surviving Entity shall continue as the surviving entity of the Merger. The Disappearing Entity and Surviving Entity are collectively the "*Constituent Entities*".

2. The Merger shall become effective as of 12:01 AM on December 1, 2020 (the "*Effective Time*"), regardless of and irrespective to the date and time of filing any documents or instruments with the Florida Department of State, Division of Corporations.

3. The Articles of Incorporation of the Surviving Entity, as in effect on December 1, 2020, shall be the Articles of Incorporation governing and controlling the Surviving Entity after the Effective Time.

4. The principal office address of the Surviving Entity is 1123 West Main Street, Leesburg, FL 34748.

5. As of the Effective Time, by virtue of the Merger, and without any action on the part of the shareholders, directors, officers or managers of the Constituent Entities, the shares of stock of the Disappearing Entity (which are issued and outstanding immediately prior to the Effective Time) will be automatically cancelled and redeemed, and the Surviving Entity will not issue any new shares of stock due to the Merger.

6. Immediately prior to the Effective Time, the shareholders of the Constituent Entities are the exact same persons, and these shareholders own the exact same percentages of stock within the Constituent Entities. Consequently, the Merger does not alter or modify the ownership or stock percentages of the Surviving Entity after the Effective Time.

7. The legal consideration for the Merger is the express agreement that the shareholders of both the Surviving Entity and the Disappearing Entity will own and hold the same percentages of stock after completion of the Merger that they owned and held prior to completion of the Merger; and thus, there is no need or desire for the Surviving Entity to issue any new shares of stock pursuant to the Merger.

8. The Constituent Entities, including all their shareholders, directors and officers, intend for the Merger to be a tax-free reorganization pursuant to Section 368(a)(1)(A) of the U.S. Internal Revenue Code and the U.S. Treasury Regulations promulgated thereunder.

9. The Surviving Entity shall possess and retain every interest in all assets and properties, of every kind, type and description, of the Constituent Entities. The rights, benefits, privileges, immunities, powers, franchises and authority, of a public and private kind and nature, of each of the Constituent Entities shall be vested in the Surviving Entity without further act or deed. The title to, and any interest in, all real estate vested in either of the Constituent Entities shall not revert or in any way be impaired by reason of the Merger.

10. All obligations, liabilities and debts belonging to or due to each of the Constituent Entities shall be vested in the Surviving Entity without further act or deed. The Surviving Entity shall be liable and responsible for all of the obligations, liabilities and debts of each of the Constituent Entities existing as of the Effective Time.

11. Notwithstanding anything herein to the contrary, this Agreement may be rescinded, cancelled or terminated, and the Merger may be halted or abandoned, at any time prior to the Effective Time by mutual agreement evidenced by written resolutions of the shareholders, directors and officers of the Constituent Entities. If the Articles of Merger have been filed prior to the halting or abandonment of the Merger, for any reason, either party may execute and file an appropriate certificate or instrument with the Florida Department of State, Division of Corporations in order to immediately halt or abandon the Merger.

12. This Agreement may not be amended, modified, supplemented or restated, except by a writing executed by all of the parties hereto.

13. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

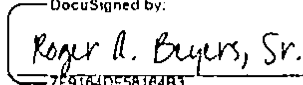
14. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida, without resort to choice of law principles.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

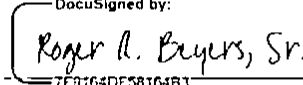
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