

CT CORPORATION

645933

CORPORATION(S) NAME

Weinstein Family Services, Inc.

merging into: Mount Nebo Memorial Gardens, Inc.

FILED
02 JAN -3 PM 4:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

Name _____
 Availability _____
 Document _____
 Examiner _____
 Updater _____
 Verifier _____
 W.P. Verifier _____

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File Last

660 East Jefferson Street
 Tallahassee, FL 32301
 Tel. 850 222 1092
 Fax 850 222 7615

Amount: \$
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 Merger + N
 C. Coulliette JAN 03 2002
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ARTICLES OF MERGER
Merger Sheet

MERGING: -----

WEINSTEIN FAMILY SERVICES, INC., a Florida corporation, F95000063434

INTO

MOUNT NEBO MEMORIAL GARDENS, INC. which changed its name to
LEVITT WEINSTEIN MEMORIAL CHAPELS, INC., a Florida entity, 645933.

File date: January 3, 2002

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER
(Profit Corporations)**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Mount Nebo Memorial Gardens, Inc.	Florida

Second: The name and jurisdiction of each merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Weinstein Family Services, Inc.	Florida

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR January 3, 2002 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)
at 4:30 p.m. Eastern Standard Time

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 5, 2001.


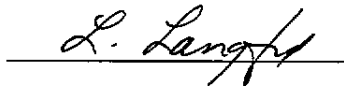
The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 5, 2001.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
Mount Nebo Memorial Gardens, Inc.		Laurel Langford, Secretary
Weinstein Family Services, Inc.		Laurel Langford, Secretary

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Weinstein Family Services, Inc.	Florida

The name and jurisdiction of each **subsidiary** corporation is

<u>Name</u>	<u>Jurisdiction</u>
Mount Nebo Memorial Gardens, Inc.	Florida

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property is as follows:

Section 1. *Conversion of Shares.* At the Effective Time:

(a) Each share of Weinstein Family Services, Inc. Class B common stock ("Weinstein Stock"), issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one fully paid and nonassessable share of Mount Nebo Memorial Gardens, Inc. common stock ("Mount Nebo Stock"); and

(b) Each share of Mount Nebo Stock, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and retired and shall cease to exist.

Section 2. *Effect of Conversion.* At and after the Effective Time, each share certificate which immediately prior to the Effective Time represented outstanding shares of Weinstein Stock ("Weinstein Certificate") shall be deemed for all purposes to evidence ownership of, and to represent, the number of shares of Mount Nebo Stock into which the shares of Weinstein Stock represented by such certificates immediately prior to the Effective Time have been converted pursuant to Section 1 hereof. The registered owner of any Weinstein Certificate outstanding immediately prior to the Effective Time, as such owner appears in the books and records of Weinstein Family Services, Inc. ("Weinstein") or its transfer agent immediately prior to the Effective Time, shall, until such certificate is surrendered for transfer or exchange, have and be entitled to exercise any voting and other rights with respect to and to receive any dividends or other distributions on the shares of Mount Nebo Stock into which the shares represented by any such certificate have been converted pursuant to Section 1 hereof.

Section 3. *Exchange of Certification.* Each holder of a Weinstein Certificate shall, upon the surrender of such certificate to Mount Nebo Memorial Gardens, Inc. ("Mount Nebo") or its transfer agent for cancellation after the Effective Time, be entitled to receive from Mount Nebo or its transfer agent a certificate representing the number of shares of Mount Nebo Stock into which the shares of Weinstein Stock represented by such certificate have been converted pursuant to Section 1 hereof.

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, F.S. would be entitled to vote and who dissent from the merger pursuant to section 607.1320, F.S., may be entitled, if they comply with the provisions of chapter 607 regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

Section 1. *Effective Time.* The Merger shall become effective in accordance with the provisions of Florida Business Corporation Act § 607.1105 on January 3, 2002 at 4:30 p.m. Eastern Standard Time (the "Effective Time").

Section 2. *Effects of the Merger.* At the Effective Time of the Merger, the effects of the Merger shall occur as provided in Florida Business Corporation Act § 607.1106. Subject to, and without limiting the foregoing, the following shall also occur at the Effective Time:

(a) *Articles of Incorporation of the Surviving Corporation.* The Articles of Incorporation of Mount Nebo, amended by the Restated Articles of Incorporation attached hereto as Exhibit 1, shall be the Articles of Incorporation of the Surviving Corporation until altered, amended or repealed in accordance with the provisions thereof and with the Florida Business Corporation Act. The name of the Surviving Corporation as of the Effective Time will be Levitt Weinstein Memorial Chapels, Inc.

(b) *By-Laws of the Surviving Corporation.* The By-Laws of Mount Nebo, as in effect immediately prior to the Effective Time, shall be the By-Laws of the Surviving Corporation until altered, amended or repealed in accordance with the provisions thereof and with the Florida Business Corporation Act.

(c) *Directors of Surviving Corporation.* Each person who is a director of Mount Nebo immediately prior to the Effective Time shall continue to be a director of the Surviving Corporation from and after the Effective Time until his or her successor is duly elected or appointed, or until his or her death, resignation, or removal.

(d) *Officers of Surviving Corporation.* The officers of Mount Nebo immediately prior to the Effective Time shall be the officers of the Surviving Corporation, and each such officer shall serve until his or her successor is elected or appointed or until his or her death, resignation, or removal.

Section 3. *Amendment.* Subject to applicable law, this Plan may be amended, modified or supplemented by written agreement of the constituent corporations at any time prior to the Effective Time.

Section 4. *Abandonment.* At any time prior to the Effective Time, this Plan may be terminated and the Merger may be abandoned by the Board of Directors of either Mount Nebo or Weinstein or both.

Section 5. *Counterparts.* This Plan may be executed in one or more counterparts, each of which shall be deemed to be an original and the same agreement.

Section 6. *Severability.* In case any provision of this Plan shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of the Plan will not in any way be affected or impaired thereby.

Section 7. *Governing Law.* This Plan shall be construed and interpreted in accordance with the laws of the State of Florida.

**RESTATED ARTICLES OF INCORPORATION
OF
LEVITT WEINSTEIN MEMORIAL CHAPELS, INC.**

ARTICLE I
Name

The name of the Corporation is Levitt Weinstein Memorial Chapels, Inc.

ARTICLE II
Principal Office

The principal office of the Corporation is Suite 1000, 311 Elm Street, Cincinnati Ohio 45202.

ARTICLE III
Purpose

The general purpose for which the Corporation is organized is to engage in any lawful activity or transact any lawful business for which corporations may be incorporated under the Florida Business Corporation Act.

ARTICLE IV
Authorized Shares

The aggregate number of shares which the Corporation shall be authorized to issue is Ten Thousand (10,000) shares of Common Stock, par value of One Dollar (\$1.00) per share.

ARTICLE V
Registered Agent

The street address of the registered office of the Corporation is 1200 South Pine Island Road, Plantation, Florida 33324 and the name of the registered agent of the Corporation at that address is CT Corporation System.

ARTICLE VI
Indemnification

Section 1. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or

proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. To the extent that any person described in Section 1 or 2 of this Article VI has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Any indemnification under Section 1 or 2 of this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (3) by the shareholders of the Corporation.

Section 5. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Section to repay such amount if it shall ultimately be determined that he is not entitled to indemnification by the Corporation as authorized in this Article VI.

Section 6. The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article VI shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be

entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 7. The board of directors may authorize, by a vote of the majority of the full board, the Corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article VI.

Section 8. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

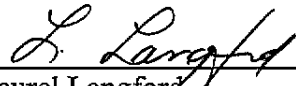
Section 9. Unless otherwise restricted by law, the provisions of this Article VI shall remain in full force and effect. If any word, clause or provision of this Article VI or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 10. The intent of this Article VI is to provide for indemnification and advancement of expenses to the fullest extent permitted by statute or the laws of this State. To the extent that such statute or any successor statute may be amended or supplemented from time to time, this Article VI shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

ARTICLE VII
Nonvoting Capital Stock

The Corporation shall not issue nonvoting capital stock to the extent prohibited by section 1123 of title 11 of the United States Code as in effect on November 29, 2001; provided, however, that this Article (1) will have no further force and effect beyond that required under section 1123, (2) will have such force and effect, if any, only for so long as such section is in effect and applicable to the Corporation, and (3) in all events may be amended or eliminated in accordance with applicable law as from time to time in effect. This paragraph shall have no effect on nonvoting capital stock issued by the Corporation prior to June 1, 1999.

IN WITNESS WHEREOF, the undersigned being the Secretary of the Corporation has hereunto subscribed her hand and seal as of December 19, 2001.

By: 
Laurel Langford
Title: Secretary