

P97000003720

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Corporation(s) Name

Kensley Funeral Home, Inc.

merging INTO: Keystone Florida, Inc.

Merger

☐ Profit
☐ Nonprofit
☐ Foreign
☐ LLC

☐ Amendment

☐ Dissolution

☐ Annual Report

☐ Reservation

☐ Fictitious Name

☐ Photocopies

☐ Pick-up

☒ Merger

☐ Mark

☐ Other

☐ Ch. RA

☐ UCC

☐ CUS

☐ Will Wait

☐ Limited Partnership

☐ Reinstatement

☒ Certified Copy

☐ Walk in

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00 FEB 23 PM 12:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2/23

00 FEB 23 AM 11:59

ARTICLES OF MERGER
Merger Sheet

MERGING:

KERSEY FUNERAL HOME, INC., a Florida corporation 674182

INTO

KEYSTONE FLORIDA, INC., doing business in Florida as
FLORIDA ARCHWAY, INC., a Delaware entity, F97000003720

File date: February 23, 2000

Corporate Specialist: Annette Ramsey

**CERTIFICATE
and
ARTICLES OF MERGER**

of

KERSEY FUNERAL HOME, INC.
a Florida corporation
Charter No. 674182
(the "SUBSIDIARY")

into

KEYSTONE FLORIDA, INC.
a Delaware corporation
Charter No. F97000003720
(the "PARENT CORPORATION")

FILED
00 FEB 23 PM 12:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the laws of Florida and Section 103 of the Delaware General Corporation Law, the undersigned hereby certify and execute the following Certificate:

1. Corporate Parties.

The names of the Constituent Corporations are Keystone Florida, Inc., a Delaware corporation ("PARENT CORPORATION") and Kersey Funeral Home, Inc., a Florida corporation ("SUBSIDIARY"). PARENT CORPORATION is the Surviving Corporation in the merger and its name as the Surviving Corporation is Keystone Florida, Inc. The laws of each of Delaware and Florida permit such merger.

2. Plan of Merger.

The Merger shall become effective as of February 23, 2000 (the "Effective Time"). The Merger shall have the effect set forth in the Delaware General Corporation Law, which shall govern the Surviving Corporation. The Surviving Corporation may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of any of the Constituent Corporations in order to carry out and effectuate the transactions contemplated by the Plan and Agreement of Merger (the "Merger Agreement") of even date herewith between the Constituent Corporations. Upon the Merger becoming effective:

(i) The Surviving Corporation shall possess all the rights, privileges, powers, and franchises as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Constituent Corporations, except as otherwise herein provided, and except as otherwise provided by law;

(ii) The Surviving Corporation shall be vested with all the property, real, personal, or mixed, and all debts due to the Constituent Corporations on whatever account as well as all other things in action or belonging to the Constituent Corporations; and

(iii) All property, rights, privileges, powers, and franchises of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise under the laws of the State of Florida in any of such Constituent Corporations, shall not revert or be in any way impaired, but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger, and all debts, liabilities, obligations, and duties of the Constituent Corporations shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations, and duties had been incurred or contracted by it.

The Certificate of Incorporation and bylaws of PARENT CORPORATION shall continue as the Certificate of Incorporation and bylaws of the Surviving Corporation.

The directors and officers of PARENT CORPORATION shall be the directors and officers of the Surviving Corporation at and as of the Effective Time (retaining their respective positions and terms of office).

At and as of the Effective Time, each of the SUBSIDIARY Shares issued and outstanding, all of which being owned in their entirety by PARENT CORPORATION, and all rights in respect thereof, shall be cancelled, and the certificates representing such shares shall be surrendered to the Surviving Corporation.

At and as of the Effective Time, each of the One Thousand (1,000) shares of Common Stock, \$0.01 par value per share, of PARENT CORPORATION issued and outstanding shall be automatically deemed to have been converted into one share of Common Stock, \$0.01 par value, of the Surviving Corporation, without the issuance or exchange of new shares or share certificates.

As a result of the merger the stated capital of the Surviving Corporation shall be unchanged.

3. Capitalization of Constituent Corporations.

The respective designations and numbers of shares of each class and series of capital stock of the Constituent Corporations outstanding on the date of the Merger Agreement were as follows:

<u>Name of Corporation</u>	<u>Designation of Shares</u>	<u>Number of Shares Outstanding</u>
PARENT CORPORATION	Common Stock, \$0.01 par value	1,000
SUBSIDIARY	Common Stock, \$1.00 par value	100

The holders of the outstanding shares of Common Stock of each of the Constituent Corporations are entitled to vote upon the merger. In order to adopt the Merger Agreement, the affirmative vote of the holders of at least a majority of the outstanding shares of the Common Stock of

each of the Constituent Corporations will be required.

4. Termination or Abandonment.

The Merger Agreement may be terminated and abandoned at any time prior to the filing of these Articles of Merger by mutual consent of the Boards of Directors of the Constituent Corporations.

5. Filing Dates.

The date of the filing of the Articles of Incorporation of SUBSIDIARY with the Secretary of State of the State of Florida was June 19, 1980. The date of the filing of the Certificate of Incorporation of PARENT CORPORATION with the Secretary of State of the State of Delaware was July 9, 1997.

6. Board of Directors Approval of Merger Agreement.

The Board of Directors of PARENT CORPORATION approved the Merger Agreement on January 12, 2000, and submitted the same to a vote of its shareholders. The Board of Directors of SUBSIDIARY approved the Plan of Merger on February 9, 2000, and submitted the same to a vote of its shareholders.

7. Stockholder Ratification of the Merger.

The plan of merger was authorized:

(a) By the written consent, dated January 12, 2000, of the holder of all 1,000 outstanding shares of Common Stock of PARENT CORPORATION, in accordance with the Delaware General Corporation Law, which shares voted in favor and none against; and

(b) By the written consent, dated February 9, 2000, of the holder of all 100 outstanding shares of Common Stock of SUBSIDIARY, in accordance with the Florida Business Corporation Act, which shares voted in favor and none against.

There were no dissenting shareholders.

The Agreement of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the requirements of Section 252 of the General Corporation Law of Delaware.

All provisions of the law of the State of Florida and the State of Delaware applicable to the proposed merger have been complied with.

8. **Merger Agreement on File.**

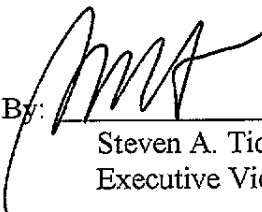
The executed Merger Agreement is on file at 100 N. Tampa Street, Suite 3100, Tampa, Florida 33602, a copy of which will be provided on request and without cost to any shareholder of any of the Constituent Corporations.

9. **Service of Process.**

The Surviving Corporation agrees that it may be served with process in the state of Florida in any proceeding for enforcement of any obligation of any constituent corporation organized under the Florida Business Corporation Act, as well as for enforcement of any obligation of the Surviving Corporation arising from the merger of the constituent corporations, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to the provisions of the Florida Business Corporation Act, and hereby irrevocably appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceeding. Copies of such process shall be mailed by the Secretary of State to the Surviving Corporation c/o Keystone America, Inc. at 100 North Tampa, Suite 3100, Tampa, Florida 33602.

In witness whereof, said SUBSIDIARY existing under the laws of the State of Florida has caused these articles to be executed in its name by its President as of the 9th day of February, 2000. SUBSIDIARY has affixed its corporate seal.


KERSEY FUNERAL HOME, INC.

By: 
Steven A. Tidwell
Executive Vice President

[seal]

In witness whereof, said PARENT CORPORATION existing under the laws of the State of Delaware has caused these articles to be executed in its name by its President as of the 12th day of January, 2000. PARENT CORPORATION has no corporate seal.

KEYSTONE FLORIDA, INC.

By: 
Steven A. Tidwell
Executive Vice President

[no seal]

PLAN AND AGREEMENT OF MERGER

between

KERSEY FUNERAL HOME, INC.,
Charter No. 674182
(the "SUBSIDIARY")

and

KEYSTONE FLORIDA, INC.
Charter No. F97000003720
(the "PARENT CORPORATION")

WHEREAS, the PARENT CORPORATION is a Delaware corporation with its principal place of business in Florida; and

WHEREAS, SUBSIDIARY is a Florida corporation with its principal place of business in Auburndale, Florida; and

WHEREAS, it is desirable and in the best interests of both parties and their shareholders that the properties, businesses, assets, and liabilities of both parties be combined into one surviving corporation which shall be the PARENT CORPORATION;

Now, therefore, in consideration of the premises and the mutual agreements herein contained, the parties hereto in accordance with the applicable provisions of the laws of the states of Delaware and Florida hereby agree as follows:

1. Corporate Parties.

The names of the Constituent Corporations are the PARENT CORPORATION and SUBSIDIARY, as identified above. PARENT CORPORATION is the surviving corporation in the merger and its name shall remain unchanged. The laws of each of Delaware and Florida permit such merger.

2. Plan of Merger.

The Merger shall become effective as of February 23, 2000 (the "**Effective Time**"). The Merger shall have the effect set forth in the Delaware General Corporation Law, which shall govern the Surviving Corporation. The Surviving Corporation may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of any of the Constituent Corporations in order to carry out and effectuate the transactions contemplated by this Plan and Agreement of Merger (the "**Merger Agreement**"). Upon the Merger becoming effective:

(i) The Surviving Corporation shall possess all the rights, privileges, powers, and franchises as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Constituent Corporations, except as otherwise herein provided, and except as otherwise provided by law;

(ii) The Surviving Corporation shall be vested with all the property, real, personal, or mixed, and all debts due to the Constituent Corporations on whatever account as well as all other things in action or belonging to the Constituent Corporations; and

(iii) All property, rights, privileges, powers, and franchises of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise under the laws of the State of Florida in any of such Constituent Corporations, shall not revert or be in any way impaired, but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger, and all debts, liabilities, obligations, and duties of the Constituent Corporations shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations, and duties had been incurred or contracted by it.

The Certificate of Incorporation and bylaws of PARENT CORPORATION shall continue as the Certificate of Incorporation and bylaws of the Surviving Corporation.

The directors and officers of PARENT CORPORATION shall be the directors and officers of the Surviving Corporation at and as of the Effective Time (retaining their respective positions and terms of office).

At and as of the Effective Time, each of the SUBSIDIARY Shares issued and outstanding, all of which being owned in their entirety by PARENT CORPORATION, and all rights in respect thereof, shall be cancelled, and the certificates representing such shares shall be surrendered to the Surviving Corporation.

At and as of the Effective Time, each of the One Thousand (1,000) shares of Common Stock, \$0.01 par value per share, of PARENT CORPORATION issued and outstanding shall be automatically deemed to have been converted into one share of Common Stock, \$0.01 par value, of the Surviving Corporation, without the issuance or exchange of new shares or share certificates.

As a result of the merger the stated capital of the Surviving Corporation shall be unchanged.

3. **Capitalization of Constituent Corporations.**

The respective designations and numbers of shares of each class and series of capital stock of the Constituent Corporations outstanding on the date of this Merger Agreement is as follows:

<u>Name of Corporation</u>	<u>Designation of Shares</u>	<u>Number of Shares Outstanding</u>
PARENT CORPORATION	Common Stock, \$0.01 par value	1,000
SUBSIDIARY	Common Stock, \$1.00 par value	100

The holders of the outstanding shares of Common Stock of each of the Constituent Corporations are entitled to vote upon the merger. In order to adopt the Merger Agreement, the affirmative vote of the holders of at least a majority of the outstanding shares of the Common Stock of each of the Constituent Corporations will be required.

4. **Termination or Abandonment.**

The Merger Agreement may be terminated and abandoned at any time prior to the filing of these Articles of Merger by mutual consent of the Boards of Directors of the Constituent Corporations.

5. **Approval of Shareholders.**

This Merger Agreement shall be submitted to the shareholders of PARENT CORPORATION and SUBSIDIARY for approval as required by the laws of Delaware and Florida respectively. If and when such required approval is obtained, the proper officers of each corporation shall, and are hereby authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the merger contemplated by this Plan and Agreement of Merger.

In witness whereof, said SUBSIDIARY existing under the laws of the State of Florida has caused this Plan and Agreement of Merger to be executed in its name by its President as of the 9th day of February, 2000.

Kersey Funeral Home, Inc.


By


Steven A. Tidwell

Executive Vice President

In witness whereof, said PARENT CORPORATION existing under the laws of the State of Delaware has caused this Plan and Agreement of Merger to be executed in its name by its President as of the 12th day of January, 2000.

Keystone Florida, Inc.

By 

Steven A. Tidwell
Executive Vice President