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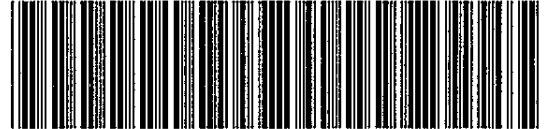
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E. ALLAN RAMEY

ATTORNEY AT LAW

1250 CIRCLE DRIVE

DE FUNDIAK SPRINGS, FLORIDA 32435

TELEPHONE NUMBER

(850) 892-2108

FAX NUMBER

(850) 892-2192

September 30, 2005

Department of State
Division of Corporations
Corporate filings
P.O. Box 6327
Tallahassee, Florida 32314

Re: Amended Articles of Merger Clary Godwin LLC/ Clary Glenn Funeral Homes Inc.

Gentlemen:

Enclosed is an Amended Articles of Merger for filing. Also, enclosed is my trust check in the amount of \$35.00 to cover the cost of a certified copy of the Articles of Merger. Your attention to this matter is greatly appreciated.

Cordially,


E. Allan Ramey

EAR/ klr
cc: Joel Glenn

STATE OF FLORIDA
COUNTY OF WALTON

AMENDED ARTICLES OF MERGER OF
CLARY-GODWIN, LLC, a Florida Limited Liability Company into
CLARY-GLENN FUNERAL HOMES, INC.

Articles of Merger between **Clary-Godwin, LLC**, a Florida Limited Liability Company and **Clary-Glenn Funeral Homes, Inc.**, a Florida Corporation, are made this 31st day of January, 2004.

Under §607.1105 of the Florida Business Corporation Act (the "Act"), Clary-Godwin, LLC and Clary-Glenn Funeral Homes, Inc. adopt the following Articles of Merger.

1. The name and jurisdiction of the surviving corporation is:

Name: Clary-Glenn Funeral Homes, Inc.
Jurisdiction: Florida
Document #: PO3000126316
2. The name and jurisdiction of the merging company is:

Name: Clary-Godwin, LLC
Jurisdiction: Florida
Document #: LO3000028568
3. The agreement and plan of merger dated the 31st day of January, 2004, between Clary-Godwin, LLC and Clary-Glenn Funeral Homes, Inc. was adopted by the managing member of Clary-Godwin, LLC on the 31st day of January, 2004, and was adopted by the Board of Directors of Clary-Glenn Funeral Homes, Inc. on the same date. No other approval was required by either entity.
4. The plan of merger is attached as Exhibit "A" and incorporated by reference as if fully set forth.

5. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the merger shall be on the filing of these Articles of Merger with the Secretary of the State of Florida.

Executed in DeFuniak Springs, Florida on the date and year first above stated.

Clary-Godwin, LLC

By: Joel T. Glenn
Joel T. Glenn, President

Attest:

Paula Glenn
Secretary

(Seal)

Clary-Glenn Funeral Homes, Inc.

By: Joel T. Glenn
Joel T. Glenn, President

Attest:

Paula Glenn
Secretary

(Seal)

**STATE OF FLORIDA
COUNTY OF WALTON**

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made by and among Clary-Glenn Funeral Homes, Inc., a Florida corporation, and Clary Godwin LLC, a Florida limited liability company.

RECITALS

A) Prime Acquisition Group, LLC, ("PAG"), a Delaware Company, has entered into an Asset Purchase Agreement ("APA") with Prime Succession, Inc. and certain of its subsidiaries.

B) The United States Bankruptcy Courts of the Southern District of Florida in Case No. 03-25063-BKC-PGH entered an order on August 23, 2003, approving the transactions contemplated by the APA.

C) The terms of the APA provide that PAG may assign its rights under the APA to any number of Assignees; and

D) Clary-Glenn Funeral Homes, Inc. has entered into an Agreement with PAG dated October 17, 2003, which provides that PAG, acting as nominee for Clary-Glenn Funeral Homes, Inc., will assign its rights under the APA to purchase certain funeral homes and equipment to Clary-Glenn Funeral Homes, Inc.

E) To effectuate the acquisition of the funeral homes and equipment free and clear of any claims of creditors or liability, except as specifically identified in the Agreement, PAG has formed Clary Godwin LLC, a Florida limited liability company.

F) Clary Godwin LLC has no legal significance for its existence except as specifically stated, and Clary-Glenn Funeral Homes, Inc. is acquiring all of the membership interest in that company pursuant to the terms of its Agreement with PAG.

G) As of the date of this instrument the only membership interest in Clary Godwin LLC is held by PRIME FOS LLC, which membership interest has been assigned and transferred to Clary-Glenn Funeral Homes, Inc.

H) The Board of Directors of Clary-Glenn Funeral Homes, Inc. has determined that it is advisable that Clary Godwin LLC be merged into Clary-Glenn Funeral Homes, Inc. on the conditions set forth in accordance with §607.1104 of the Florida Business Corporation Act (the "Act").

In consideration of the foregoing recitals, the parties agree as follows:

ARTICLE I THE MERGER

1. The term "Effective Date" shall mean the date on which the Articles of Merger are filed with the Secretary of State of Florida.
2. On the Effective Date, Clary Godwin LLC shall be merged with and into Clary-Glenn Funeral Homes, Inc. The separate existence of Clary Godwin LLC shall cease at the effective date, and the existence of Clary-Glenn Funeral Homes, Inc. shall continue unaffected and unimpaired by the merger.
3. The Plan of Merger has been approved by the Board of Directors of Clary-Glenn Funeral Homes, Inc. in accordance with § 607.1104 of the Act. The sole managing member of Clary Godwin LLC has approved the Plan of Merger in accordance with § 608.4381 of the Act.

ARTICLE II EFFECTS OF THE MERGER

At the effective date, Clary-Glenn Funeral Homes, Inc. shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Clary Godwin LLC, and shall be responsible and liable for all its liabilities and obligations as more particularly set forth in §607.1106 of the Act.

ARTICLE III TERMS OF THE TRANSACTION

As the consequences of this merger do not in any manner adversely affect the holder of the membership interest in Clary Godwin LLC, no consideration will be paid and no shares of Clary-Glenn Funeral Homes, Inc. will be issued for the membership interest.

ARTICLE IV ASSIGNMENT

If at any time Clary-Glenn Funeral Homes, Inc. shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Clary-Glenn Funeral Homes, Inc. the title to any property or rights of Clary Godwin LLC, or to otherwise carry out the provisions of this Plan, the managing member of Clary Godwin LLC as of the effective date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Clary-Glenn Funeral Homes, Inc.

**ARTICLE V
EXPENSES**

Clary-Glenn Funeral Homes, Inc. shall pay all expenses of accomplishing the merger.

DATED this 31st day of January, 2004.

Clary-Glenn Funeral Homes, Inc.

By: Joel Glenn
Joel Glenn, President

Clary Godwin LLC
By Clary Glenn Funeral Homes, Inc.,
Managing Member

Joel Glenn
Joel Glenn, President