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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2009 MAY 13 AM 11:40

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2009 MAY 14 AM 8:00
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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

BOYD - PANCIERA FAMILY FUNERAL CARE, INC.

Certificate of Status	0
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2009 MAY 13 AM 11:40
SECRETARY OF
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(Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

Boyd - Pandora Family Funeral Care, Inc. Florida 009000010358

Boyd's Funeral Home, Inc.	Florida	693428
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Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

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

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

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on May 11, 2009

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

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Boyd - Pandora Family Funeral Care, Inc.

G. David Lowery, CEO

Panciera Memorial Home, Inc.

~~G. David Lowery, President~~

Boyd's Funeral Home, Inc.

Patrick M. Boyd, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made this 11th day of May, 2009, by and among **Panciera Memorial Home, Inc.** and **Boyd's Funeral Home, Inc.**, each a Corporation formed and existing under the laws of the State of Florida (hereinafter referred collectively referred to as the "Merging Companies") and **Boyd - Panciera Family Funeral Care, Inc.**, a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Company").

WHEREAS, the Directors and Shareholders of the Merging Companies and the Directors and Shareholders of the Company deem it advisable and generally in the best interests of the respective parties and their respective Shareholders that the parties effect a merger (the "Merger") pursuant to the applicable corporate laws, with the Company being the surviving entity.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and of the mutual benefits hereby provided, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. **Merger.** At the Effective Time (as defined in Section 5 hereof), each of the Merging Companies will be merged with and into the Company in a statutory merger pursuant to this Agreement and Plan of Merger and in accordance with applicable provisions of Florida law as follows:

- (a) The Shareholders of **Panciera Memorial Home, Inc.** shall receive Four Hundred (400) shares of the Common Stock of the Company in exchange for their stock in **Panciera Memorial Home, Inc.** and the Shareholders of **Boyd's Funeral Home, Inc.** shall receive Two Hundred (200) shares of Common Stock of the Company in exchange for their stock in **Boyd's Funeral Home, Inc.** Thereafter, each share of Common Stock of each of the Merging Companies that is issued and outstanding immediately prior to the Effective Time shall be cancelled, shall cease to exist and shall no longer be outstanding.
- (b) The common capital stock of the surviving Company that is issued and outstanding immediately prior to the Effective Time shall remain outstanding at the Effective Time.
- (c) Until surrendered, each certificate, agreement or other instrument which prior to the Effective Time represented a share of Common Stock of either of the Merging Companies, if any, shall be deemed at the Effective Time for all purposes to represent only the right to receive that common stock of the surviving Company as provided in this Section 1. With respect to any such certificate, agreement or other instrument, if any, that has been lost or destroyed, the surviving Company shall issue the common stock attributable to such certificate, agreement or other instrument upon receipt of evidence and indemnity reasonably satisfactory to it of ownership of the shares of Common Stock of either of the Merging Companies.

2. **Effect of Merger.** At the Effective time, (a) the separate existence of the Merging Companies shall cease and the Merging Companies shall be merged with and into the surviving Company and the surviving Company, a Florida corporation, will be the surviving entity pursuant to the terms of the Articles of Merger; (b) the Articles of Incorporation of the surviving Company, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the surviving entity until duly amended in accordance with their terms and applicable law; (c) each share of Common Stock of the Merging Companies outstanding immediately prior to the Effective Time shall be converted as provided above; (d) the common

stock of the surviving Company outstanding immediately prior to the Effective Time shall remain outstanding as provided above; (e) the Shareholders of the Merging Companies receiving the common stock of the surviving Company as set forth above shall be stockholders of the surviving Company as the surviving entity, and the officers of the surviving Company shall be the officers of the surviving Company as the surviving entity; and (f) the Merger shall have all of the effects provided by applicable law.

3. Filing. The Company and the Merging Companies shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the office of the Secretary of State of the State of Florida.

4. Conduct of the Merging Companies and the Company. Until the Effective Time each of Merging Companies and the surviving Company shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other.

5. Effective Time. The merger shall be effective as of the close of business on May 15, 2009 (the "Effective Time").

6. Rights and Liabilities of Merging Companies. At and after the Effective Time, without further act or deed, all of the rights, privileges and powers, and all of the property, real, personal and mixed of, and all debts due to Merging Companies, as well as all of the things and causes of action belonging to Merging Companies shall be the property of the surviving Company as they were the property of Merging Companies, and the title to any real estate vested by deed or otherwise in Merging Companies shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

7. Further Assurances. If, at any time after the Effective Time, the surviving Company shall consider or be advised that any further deeds, assignments or assurances in law or any other actions are necessary, desirable or proper to vest, perfect or confirm of record or otherwise, in it, the title to any property or rights of Merging Companies and the surviving Company acquired or to be acquired by reason of, or as a result of, the Merger, Merging Companies and the surviving Company agree that such entities and their proper officers and directors shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the surviving Company and otherwise to carry out the purpose of this Agreement and Plan of Merger, and that the proper officers of the surviving Company are fully authorized and directed in the name of the Merging Companies and the surviving Company or otherwise to take any and all such actions.

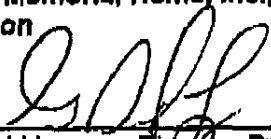
8. Governing Law. This Agreement and Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any applicable conflicts of law.

9. Counterparts. This Agreement and Plan of Merger may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement and Plan of Merger this 11th day of May, 2009.

Panciera Memorial Home, Inc., a Florida corporation

By: 
G. David Lowery, Director, President & Shareholder

By: 
Mark J. Panciera, Shareholder

Boyd's Funeral Home, Inc., a Florida corporation

By: 
Patrick M. Boyd, Director, President & Shareholder


By: 
Laurence P. Boyd, Director & Shareholder

Boyd - Panciera Family Funeral Care, Inc., a Florida corporation

By: 
G. David Lowery, Director, CEO & Shareholder

By: 
Mark J. Panciera, Director & Shareholder

By: 
Patrick M. Boyd, Director, President & Shareholder

By: 
Laurence P. Boyd, Director & Shareholder