

Document Number Only

P97000058032

CT CORPORATION SYSTEM

Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

800002393858--4

-01/08/98-01056-014

*****35.00 *****35.00

Carriage Services of Florida, Inc.

- | | | |
|--|---|---|
| <input type="checkbox"/> Profit | <input checked="" type="checkbox"/> Amendment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> NonProfit | | |
| <input type="checkbox"/> Limited Liability Co. | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other UCC Filing |
| <input type="checkbox"/> Reinstatement | <input type="checkbox"/> Reservation | <input type="checkbox"/> Change of R.A. |
| | | <input type="checkbox"/> Fic. Name |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photo Copies | <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 checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

98 JAN -8 PM 2:23

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

PLEASE RETURN EXTRACTS
FILE STAMPED

DIVISION OF CORPORATIONS

98 JAN -8 PM 12:13

RECEIVED

ATTN:

Susan Payne

Amended SF
1/8/98

CR2E031 (1-89)

ARTICLES OF AMENDMENT

FOR

CARRIAGE SERVICES OF FLORIDA, INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

98 JAN -8 PM 2:23

Pursuant to Section 607.1006 of the Florida Business Corporation Act, the undersigned domestic corporation adopts the following Articles of Amendment:

FIRST: The name of the corporation is Carriage Services of Florida, Inc.

SECOND: The undersigned corporation is the surviving corporation of a merger effected pursuant to the Florida Business Corporation Act, in which Forest Lawn/Evergreen Management Corp., a Florida corporation ("Forest Lawn"), was merged with and into the undersigned corporation. Articles of Merger for such merger, with the Plan of Merger attached as Exhibit A thereto (the "Plan of Merger"), were duly executed and filed with the Florida Department of State on November 20, 1997 (reference Letter No. 197A00055816).

THIRD: Clauses First and Third of Section 5(a)(iii) of the Plan of Merger contained certain errors which the undersigned corporation, as the surviving corporation from such merger, desires to correct pursuant to these Articles of Amendment.

1. As so corrected and amended, Clause First of Section 5(a)(iii) of the Plan of Merger shall read as follows:

"First, the aggregate Merger Consideration for all shares of issued and outstanding Company Common Stock shall be calculated as the sum of the following:

- (A) An amount payable in cash equal to \$11,685,000.00 less the amount determined under clause (B) below;

PLUS

- (B) A number of Class A Shares as shall be set forth in written notice from the Shareholders to the Purchaser prior to the Closing, each of which Class A Shares shall, for purposes of this clause (B), be deemed to have a value equal to the average trading price of a Class A Share, as reported over the NASDAQ National Market System, for the ten trading days preceding the Closing, but in no event less

than \$17.00 nor more than \$19.00 per Class A Share;

PLUS

- (C) \$2,000,000.00 payable in installments after the Effective Time of the Merger as provided in paragraph (e) below (the "Deferred Merger Consideration");

PLUS

- (D) An amount (not to exceed \$1,350,000) equal to the sum of all cash balances of the Company at the Effective Time of the Merger, excluding (x) any cash balances committed to fund preneed obligations (y) cash proceeds from payment of the promissory note referred to in Section 6.1(m) of the Merger;

PLUS

- (E) The amount of those accounts receivable of the Company which are outstanding at the Effective Time of the Merger and which arise from the sale of merchandise and services for funeral services performed at the Homes prior to the Closing Date and from the at-need sale of Cemetery merchandise and plots at the Cemeteries prior to the Closing Date (collectively "Closing Date Receivables"), specifically excluding Preneed Cemetery Accounts Receivable (as defined in the Merger Agreement);

LESS

- (F) The amount of the Closing Date Liabilities (as defined in paragraph (g) below);

PLUS

- (G) The amount of the Contingent Merger Consideration determined in accordance with paragraph (h) below; and

PLUS

- (H) The Promissory Note of Rupert Cleaners, Inc. dated September 30, 1992 payable to the Company in the original principal amount of \$85,000; the Promissory Note of LaGrange

Funeral Home, Inc. dated October 31, 1997 payable to the Company in the original principal amount of \$92,897.27; and the Promissory Note of Kent-Thornton Funeral Home, Inc. dated October 31, 1997 payable to the Company in the original principal amount of \$23,616.19 (collectively, the 'Assigned Notes')."

2. As so corrected and amended, Clause Third of Section 5(a)(iii) of the Plan of Merger shall read as follows:

"Third, an amount calculated as the sum of (A) plus (D) less (F) above, plus the sum of \$700,000 (as a down payment on the Merger Consideration under (G) above) shall be payable to the Shareholders in cash at or promptly following the Effective Time of the Merger; the amount under (B) above shall be payable by the delivery to the Shareholders of one or more certificates representing the Class A Shares; the Deferred Merger Consideration under (C) above shall be payable in installments as provided in paragraph (e) below; the amount payable under (H) above shall be paid by the Surviving Corporation's assignment of the Assigned Notes to the Shareholders, without recourse or warranty; and the amount in respect of Closing Date Receivables under (E) above shall be payable as provided in paragraph (f) below. In addition, any amount payable in respect of the balance of the Contingent Merger Consideration (as defined in paragraph (h) below) shall be payable as described in said paragraph (h)."

FOURTH: The foregoing corrections and amendments were approved by the Board of Directors and the sole stockholder of the undersigned corporation by a written unanimous consent dated effective November 21, 1997. In addition, the former shareholders of Forest Lawn have executed a unanimous written consent approving such corrections and amendments.

Signed effective this 31st day of December, 1997.

CARRIAGE SERVICES OF FLORIDA, INC.

By: 

MARK W. DUFFEY, President

h:\wcs106\carriage\kent\ss41.aoa