

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

FRANCES JONES MILLS
Secretary



FRANKFORT,
KENTUCKY

CERTIFICATE OF MERGER OF DOMESTIC AND FOREIGN CORPORATIONS

I, **FRANCES JONES MILLS**, Secretary of State of the Commonwealth of Kentucky, do hereby certify that triplicate originals of Articles of the Merger of

EVERGREEN CEMETERY AND GARDEN MAUSOLEUM COMPANY, INC.

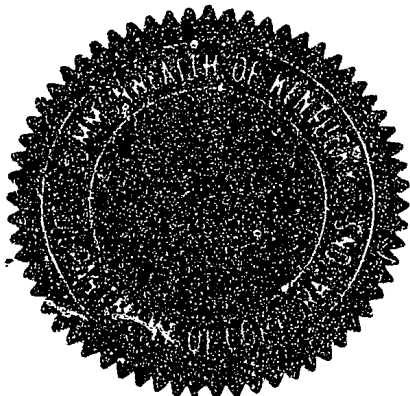
a **DOMESTIC** corporation, into **EVERGREEN SALES**
CORP. a **FOREIGN** corporation,

duly signed and verified pursuant to the Provisions of Kentucky Revised Statutes Chapter 271A have been received in this office and comply with said statutes.

Accordingly as Secretary of State and by virtue of the authority vested in me by law, I do hereby issue this Certificate of Merger of

EVERGREEN CEMETERY AND GARDEN MAUSOLEUM COMPANY, INC.

into EVERGREEN SALES CORP.



SECRETARY OF STATE

Witness my official signature and seal of office this 1ST
day of JANUARY, 19 81, at Frankfort, Kentucky.

Frances Jones Mills
SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE

ARTICLES OF MERGER

OF

EVERGREEN CEMETERY AND GARDEN MAUSOLEUM COMPANY, INC.

A Kentucky Corporation

18472

INTO

EVERGREEN SALES CORP.

ORIGINAL COPY FILED
SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY

An Indiana Corporation

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18472

Pursuant to K.R.S. 271A.370, the undersigned *[Signature]* of *[Signature]* domestic and foreign, adopt the following Articles of Merger. *[Signature]*
SECRETARY OF STATE

FIRST: The names of the corporations participating in the merger and the States under the laws of which they are respectively organized are as follows:

<u>Name of Corporation</u>	<u>State</u>
Evergreer Cemetery and Garden Mausoleum Company, Inc.	Kentucky
Evergreen Sales Corp.	Indiana

SECOND: The laws of the State under which the foreign participating corporation is organized permit such a merger.

THIRD: The name of the surviving corporation is Evergreen Sales Corp., and such corporation is to be governed by the laws of the State of Indiana.

FOURTH: The plan of merger set forth on Exhibit A attached hereto was approved by the Board of Directors and by the Shareholders of the undersigned domestic corporation in the manner prescribed by The Kentucky Business Corporation Act, and was

was approved by the undersigned foreign corporation in the manner prescribed by the laws of the state under which it is organized.

FIFTH: As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such plan, are as follows:

Name of Corporation	Number of Shares Outstanding	Designation of Class	Entitled to Vote
			As a Class
Evergreen Cemetery and Garden Mausoleum Company, Inc.	24,193		Not applicable
Evergreen Sales Corp.	10		Not applicable

SIXTH: As to each of the undersigned corporations, the total number of shares voted for and against such plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such plan, respectively, are as follows:

Name of Corporation	Total Voted For	Total Voted Against	Class	Number of Shares	
				Entitled to Vote As a Class	
				Voted For	Voted Against
Evergreen Cemetery and Garden Mausoleum Company, Inc.	22609.5	10		Not applicable	
Evergreen Sales Corp.	10	0		Not applicable	

SEVENTH: Attached hereto and made a part hereof as Exhibit B

Is the Agreement prescribed by K.R.S. 271A.385, duly executed
by Evergreen Sales Corp.

DATED this 4th day of December, 1980.

EVERGREEN CEMETERY AND GARDEN
MAUSOLEUM COMPANY, INC.

By: Philip J. Wilhelm
President

By: Frank P. Bowman
Secretary

EVERGREEN SALES CORP.

By: Philip J. Wilhelm
President

By: Frank P. Bowman
Secretary

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

The undersigned, a Notary Public, does hereby certify that
on this 4th day of December, 1980, personally appeared
before me Philip J. Wilhelm, who being by me first duly sworn,
declared that he is the President of Evergreen Cemetery and Garden
Mausoleum Company, Inc., that he signed the foregoing document
as President of the corporation and that the statements therein
contained are true.

My Commission Expires:

4/19/82

My County of Residence:

Marion

Frank P. Bowman
NOTARY PUBLIC (Signature)

FRANK P. BOWMAN
NOTARY PUBLIC (Printed)

AGREEMENT OF MERGER
of
The Evergreen Cemetery and Garden Mausoleum Company, Inc.,
a Kentucky Corporation
with and into
Evergreen Sales Corp., an Indiana Corporation

THIS AGREEMENT OF MERGER, (hereinafter called "Agreement"), dated as of November 25, 1980, by and between Evergreen Sales Corp., an Indiana corporation, (hereinafter called "Sales"), and The Evergreen Cemetery and Garden Mausoleum Company, Inc., a Kentucky corporation, (hereinafter called "Cemetery"), which corporations are sometimes hereinafter called "Constituent Corporations".

W I T N E S S E T H:

WHEREAS, Sales is a duly organized and validly existing corporation in good standing under the laws of the State of Indiana, and Cemetery is a duly organized and validly existing corporation in good standing under the laws of the State of Kentucky; and

WHEREAS, the authorized capitalization of Sales consists of 1,000 shares of common stock, without par value, of which 10 shares are issued and outstanding; and

WHEREAS, the authorized capitalization of Cemetery consists of 25,000 shares of common stock, \$5 par value, of which 24,193 shares are issued and outstanding, 22,590 1/2 of which shares are owned legally and beneficially by F. A. Wilhelm Construction Co., Inc., an Indiana corporation; and

WHEREAS, the Board of Directors of the Constituent Corporations deem it advisable and generally to the advantage and welfare of the Constituent Corporations and their respective

shareholders that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire so to merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Kentucky and the State of Indiana;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE I

Merger

Cemetery shall be merged with and into Sales on the Effective Date of the merger, as hereinafter defined. Sales shall thereafter continue as the surviving corporation, and as such it is sometimes hereinafter referred to as the "Surviving Corporation."

ARTICLE II

Articles of Incorporation

From and after the Effective Date, the Articles of Incorporation of Sales shall be the Articles of Incorporation of the Surviving Corporation, without change, and shall remain in effect thereafter until the same shall be amended or altered in accordance with law, the Articles of Incorporation and the by-laws.

ARTICLE III

By-laws

Upon the Effective Date, the by-laws of Sales shall be the by-laws of the Surviving Corporation until the same shall

thereafter be amended, altered or repealed in accordance with law, the Articles of Incorporation and said by-laws.

ARTICLE IV

Directors

The names and addresses of the persons who shall constitute the Board of Directors of Sales at the Effective Date are as follows:

Philip J. Wilhelm
3914 Prospect Street
Indianapolis, Indiana 46206

James M. Wilhelm
3914 Prospect Street
Indianapolis, Indiana 46206

Paul R. O'Connor
3914 Prospect Street
Indianapolis, Indiana 46206

ARTICLE V

Conversion of Shares

At the Effective Date, the 22,590 1/2 shares of Cemetery Common Stock which shall be validly issued and outstanding immediately prior thereto and owned by F. A. Wilhelm Construction Co., Inc. shall, by virtue of the Merger, be converted into and become, without any action on the part of the holder thereof, 900 shares of fully paid and nonassessable Sales Common Stock. All other shares of Cemetery Common Stock, which shall be validly issued and outstanding immediately prior to the Effective Date, shall be exchanged for cash (payable by check within 15 days of the Effective Date) in the amount of \$ 17.00 for each share.

As of the Effective Date, F. A. Wilhelm Construction Co., Inc., as a holder of outstanding certificates which prior thereto represented shares of Cemetery Common Stock, shall surrender the same and shall be entitled upon such surrender to receive in exchange therefor a certificate representing 900 whole shares of Sales Common Stock into which the shares theretofore represented by the certificates so surrendered shall have been converted.

As of the Effective Date, each other holder of Cemetery Common Stock whose shares were deemed to be exchanged for cash shall be entitled to receive in exchange therefor \$ 17.00 in cash without interest thereon (payable by check) for each share so surrendered.

ARTICLE VI

Effect of the Merger

On the Effective Date:

- (1) The Constituent Corporations shall become a single corporation, which shall be Sales, the Surviving Corporation; and the separate existence of Cemetery shall cease except to the extent provided by the laws of the State of Indiana or the State of Kentucky.
- (2) The Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, powers and franchises, both of a public and a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due on whatever account to any of them, including subscriptions, if any, for shares, and all other choses in action, rights, privileges, powers, franchises, and all and every other interest of or belonging or due to each of the Constituent Corporations shall be taken and be deemed to be transferred to and vested in, or shall continue to be vested in, the Surviving Corporation, without further act or

deed, and shall be thereafter the property of the Surviving Corporation; and the title to all real estate, and any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger.

- (3) The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations to the same extent as if the Surviving Corporation had itself incurred such liabilities and obligations; neither the rights of creditors of either of the Constituent Corporations nor any liens upon the property of either thereof shall be impaired by the merger; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in its place.
- (4) If at any time after the Effective Date the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, on record or otherwise, in the Surviving Corporation, the title to any property or rights of Cemetery acquired or to be acquired by reason of, or as a result of, the merger, Cemetery and its proper officers and directors shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement; and the proper officers and directors of Cemetery and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Cemetery or otherwise to take any and all such action.

ARTICLE VII

Approval of Stockholders

This Agreement shall be submitted to the stockholders of each of the Constituent Corporations at meetings separately held for the purpose, or for action by consent in lieu of a

meeting as authorized by law, for their approval by the requisite vote or consent as required by the laws of the State of Indiana or the State of Kentucky.

ARTICLE VIII

Effective Date

The Effective Date of the merger shall be at 12:01 A.M., January 1, 1981.

ARTICLE IX

Qualification

On or before the Effective Date, Sales shall qualify to do business in the State of Kentucky as a foreign corporation.

ARTICLE X

Termination

Anything herein or elsewhere to the contrary notwithstanding, this Agreement and the merger herein provided may be terminated and abandoned at any time before the Effective Date by the Board of Directors of both the Constituent Corporations and without any action by stockholders of either Constituent Corporation, if circumstances develop which in the opinion of such Boards make proceeding with the merger inadvisable. In the event of the termination and abandonment of this Agreement and the merger pursuant to the foregoing provisions of this ARTICLE X, this Agreement shall become void and have no effect, without any liability on the part of either Constituent Corporation, or its stockholders, or directors, or officers in respect thereof.

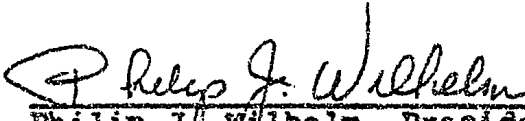
ARTICLE XI

Counterparts

For the convenience of these parties and to facilitate the filing and recording of this Agreement, any number of counterparts may be executed, and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed by their duly authorized officers, and their corporate seals to be hereunto affixed, as of the date and year first above written.


Evergreen Sales Corp.


Philip J. Wilhelm, President

ATTEST:


Paul R. O'Connor, Secretary

The Evergreen Cemetery and Garden
Mausoleum Company, Inc.


Philip J. Wilhelm, President

ATTEST:


Kenneth E. Lloyd, Secretary

EXHIBIT B

AGREEMENT

THIS AGREEMENT, made pursuant to KRS 271A.385, as of the first day of January, 1981, by Evergreen Sales Corp., an Indiana corporation, surviving corporation of a merger with Evergreen Cemetery and Garden Mausoleum Company, Inc., a Kentucky corporation.

W I T N E S S E T H:

Evergreen Sales Corp. and Evergreen Cemetery and Garden Mausoleum Company, Inc., have entered into an Agreement of Merger dated as of November 25, 1980, such merger to be effective at 12:01 A.M., January 1, 1981.

Evergreen Sales Corp., the surviving corporation of the merger enters into this Agreement in compliance with KRS 271A.385.

NOW, THEREFORE, in consideration of these premises, Evergreen Sales Corp., agrees as follows:

1. Evergreen Sales Corp. agrees that it may be served with process in Kentucky in any proceeding for the enforcement of any obligation of any Kentucky domestic corporation which is a party to such merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Kentucky domestic corporation against Evergreen Sales Corp. as the surviving corporation.

2. Evergreen Sales Corp. irrevocably appoints the Secretary of State of the Commonwealth of Kentucky as its agent to accept service of process in any such proceeding referred to in Paragraph 1 of this Agreement.

3. Evergreen Sales Corp. agrees that it will promptly pay to the dissenting shareholders of any such Kentucky domestic corporation the amount, if any, to which said shareholders may be entitled under the provisions of KRS Chapter 271A. with respect to the rights of dissenting shareholders.

4. Evergreen Sales Corp. agrees that the Courts of the Commonwealth of Kentucky shall retain jurisdiction over that part of the corporate property within the limits of the Commonwealth of Kentucky in all matters which may arise as if the merger had not taken place.

IN TESTIMONY WHEREOF, Evergreen Sales Corp. has caused this Agreement to be executed by its duly authorized officers as of the date and year first above written.

EVERGREEN SALES CORP.

By: Philip J. Wilhelm
Philip J. Wilhelm
President

Attest:

Paul R. O'Connor
Paul R. O'Connor
Secretary